



Procurement Manual

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1 INTRODUCTION

Effective July 1, 2014, Financial Information System for California (FI\$Cal) became its own department, independent from the Department of Finance. This Procurement Manual is included as part of FI\$Cal's Delegated Purchasing Authority Application for non-Information Technology (IT) and IT goods and services from the Department of General Services (DGS), Procurement Division (PD), Purchasing Authority Management Section (PAMS).

The Vendor Management Office-Procurements Section (VMO-PS) staff consists of a Procurement Manager and Procurement Analysts, herein referred to as Buyers, who procure goods and services in compliance with State of California (State) laws, regulations, best practices and FI\$Cal policies. Refer to Appendix A for the VMO organizational chart.

1.1 Purpose of the Manual

The Procurement Manual (PM) has been developed to provide policies and high level procedures for Buyers as it relates to procuring goods and services. The PM is used in addition to the reference documents listed below as well as desk procedures.

This manual was developed in accordance with the policies and guidelines which regulate state acquisition and contracting activities in accordance with applicable Government Code (GC), Public Contract Code (PCC), California Code of Regulations (CCR), State Administrative Manual (SAM), State Contracting Manuals (SCM), Statewide Information Management Manual (SIMM) and other current departmental standards.

1.2 Updates to the Procurement Manual

Updates to the Procurement Manual will be made annually to coincide with FI\$Cal's request for renewal of the DGS Delegated Purchasing Authority or on an as-needed basis as laws, regulations, executive orders, policies and the SCMs change.

1.3 Location of the Manual

Each Buyer receives a hard copy of the manual when they begin work at FI\$Cal. The document is also located electronically in FI\$Cal's document management system.

1.4 References

- State Contracting Manuals Volume 1, 2 and 3
- State Administrative Manual
- Public Contract Code (PCC) Sections
- Disabled Veteran Business Enterprise (DVBE) participation (PCC § 10115)
- Service contracts (PCC §§ 10339 - 10345)
- Consultant Services Contracts (PCC §§ 10339 -10345)
- Conflict of interest by Current and Former State Employees (PCC §§ 10410 - 11)
- Military and Veterans Code (MVC)
- Labor Code (LC)
- Revenue and Taxation Code (RTC)
- Food and Agriculture Code (FAC)
- California Code of Regulations (CCR)

- State Administrative Manual (SAM)
- Statewide Information Management Manual (SIMM)
- State Telecommunications Management Manual (STMM)
- Government Code (GC) Sections
- Target Area Contract Preference Act (TACPA) (GC §§ 4530 - 4535)
- Antitrust Claims (GC §§ 4550-4554)
- Small business (SB) Bidder Preference (GC § 14838)
- Nondiscrimination Compliance Programs (GC § 12990)
- California State Contracts Register (CSCR) advertising (GC §§ 14825 - 14829.2)
- Title 2, California Code of Regulations (CCR)
- Contract Protest Procedures (CCR § 1195)
- Application of Small Business and TACPA preferences and DVBE regulations (CCR § 1896 et seq.)

2 PURCHASING AUTHORITY

Buyers within the Vendor Management Office Procurement Section (VMO-PS) have purchasing authority. The Buyer's classifications, level of authority and responsibility, and the depth of the training, knowledge, skills and length of the experience in purchasing activities are considered when the determination of which staff will perform specific purchasing categories and the dollar limits. The Buyers who are the Senior and Staff Information Systems Analyst levels may buy Non-IT and IT goods and services for all purchasing categories within the approved delegated purchasing authority and have no dollar limits. The Associate Business Management Analyst is limited to buying Non-IT and IT goods and services (excluding IT consulting services) for all purchasing categories within the approved delegated purchasing authority and has no dollar limits.

On a weekly basis, FI\$Cal holds a Leadership Team Meeting which consists of the Executive staff, Deputy Directors, and Legal Counsel and planned procurements are discussed and agreed to. All purchase requests are reviewed by the Buyer, Financial Operations Office, Chief of VMO-PS, Chief of Procurements and finally approved by the Administration Deputy Director. In addition, the Chief of VMO-PS reviews, monitors and meets with all Buyers on a weekly basis to discuss all purchases assigned to the team. The VMO-PS staff also utilizes its internal Procurement Request Log to track all procurement requests. Buyers utilize the Procurement File Checklist (Appendix G) which is required in each procurement file. This checklist validates that all documents to support the procurement are included in the procurement file.

Buyers must send transactions that exceed or is expected to exceed the approved purchasing authority, by type, category/sub-category, or dollar threshold as follows:

- Non-IT goods and services (excluding Leveraged Procurement Agreements (LPA)) to the DGS/PD One Time Acquisition (OTA) Intake and Analysis Unit on a Purchase Estimate (STD 66)
- LPA transactions for non-IT and IT goods and services to the DGS/PD PAM on a Purchase Estimate (STD66)
- IT goods and services that are not LPA transactions to the California Department of Technology (CalTech) Statewide Technology Procurement Division (STPD) in a memo through an email.

During weekly meetings the status of procurements, information sharing, upcoming procurements, and lessons-learned on procurement issues are discussed. This meeting is a tool for continuous improvement in FI\$Cal's procurement responsibilities, processes and procedures. In addition, the VMO-PS has a bi-weekly standing meeting with the Technology Team to discuss any procurement-related issues since many procurements are IT related and requested by this team. FI\$Cal's Chief of the VMO-PS, Administration Deputy Director, and Chief of Procurements/Assistant Deputy Director of Administration review and monitor all procurement documentation (plans, manuals, desk procedures) and practices to measure the progress in meeting and/or exceeding purchase authority standards and continuous improvement of FI\$Cal's purchasing program.

All designated FI\$Cal staff must complete a state ethics course within the first 30 days of joining the Project and annually by March 15 thereafter. FI\$Cal has chosen to use the Attorney General's online Ethics Orientation for State Officials. Upon completion of the course a Certificate of Completion is made available and must be provided to the FI\$Cal Training Coordinator.

Signature authority and internal approvals delegation considers the procurement approach, total dollar value of purchase, classification of the purchase, the staff member's position level, knowledge and experience. In addition, FI\$Cal executive management monitors the procurement activities ensuring there is a separation of duties where necessary.

This section lays out the foundation of the role of the Buyer involved in the purchasing authority program. This includes a discussion on conduct, ethics and good business practices during and after the procurement process. Additionally this section describes the preliminary considerations and activities that ensure the success of any procurement effort. These considerations include determining the class of procurement, non-IT or IT, goods or services, identifying pre-procurement approval requirements and processes, and selecting the most suitable procurement approach for a purchase.

Understanding the role of the purchasing authority buyer, knowing the basic rules and applying them appropriately throughout the procurement process is key to executing any procurement activity and demonstrates FI\$Cal's ability to manage a quality purchasing authority program.

As each purchase moves through the procurement process, Administration Leadership and Financial Operations approves, and audits the content and the process executed to ensure all processes, documentation, and State requirements set forth were followed as documented in the Procurement File Checklist (Appendix G) . The Procurement File Checklist ensures compliance. No procurement may be executed until all applicable items on the Procurement File Checklist have been addressed correctly. As a result of this approval and audit process, each purchase is audited by the person providing signature on before the Purchase Order or Contract and prior to filing. In addition, at the time the last invoice is placed in the official procurement file, the Buyer completes a final audit of the file for compliance.

The FI\$Cal VMO Vendor Accountability Section is also tasked with conducting internal audits of purchasing activities of IT Consulting Services and details when corrective action is required.

2.1 Procurement Methods

Knowing the basic rules and applying them appropriately throughout the procurement process is key to executing any procurement activity. There are four major areas to consider when planning a purchase activity. Buyers must correctly determine:

- The estimated dollar value of the procurement
- The class of purchase (IT vs. non-IT goods or services)
- What pre-procurement review and approvals are necessary either by State purchasing policies or FI\$Cal's policies and procedures
- The most appropriate acquisition approach (i.e. competitive, noncompetitive, an existing source such as a leveraged procurement agreement [LPA] order)

SCM Vol. 1, Chapter 1 (non-IT services), SCM Vol. 2, Chapter 2, Section B (non-IT goods), and SCM Vol. 3, Chapter 2, Section B (IT goods and services), are used as guidelines to help determine the appropriate procurement method.

2.2 Authority to Procure

The IT procurement authority for acquisitions that are part of a reportable IT project transitioned from the Department of General Services (DGS) to the California Department of Technology (CalTech), effective July 1, 2013. These changes are being made pursuant to statutory changes

set forth in SB 71, Section 51; and as revised in Public Contract Code section 12100. DGS has statutory authority to grant purchasing authority to those departments demonstrating the capability to make purchases that adhere to State statutes, regulations, executive orders, policies, procedures, sound business practices, and cost effectiveness and that are in the best interest of the State.

Reference: PCC sections 10309, 10331-10333, 12101-12102.

2.3 Levels of Competitive Purchasing

Buyers must refer to the Purchasing Authority Approval letter that includes the dollar threshold limits available and Purchasing Authority Numbers. A copy of the Purchasing Authority Approval Letter is located electronically in FI\$Cal’s document management system. The Purchasing Authority Approval letter is granted annually. A copy of the current Purchasing Authority Approval table is shown below:

Department of General Services
Procurement Division
(Rev.03/14)

Purchasing Authority Approval

PURCHASING AUTHORITY IS GRANTED FOR PROCUREMENT ACTIVITIES CONDUCTED BY:	
Agency/Department:	FI\$Cal – Financial Information System of CA
Purchasing for Another Department:	N/A
Purchasing Authority Term:	July 1, 2014 through August 31, 2015
Revised Effective Date:	August 5, 2014
Jennifer Byington, Procurement and Contracting Officer	(916) 576-4341
Mykel Hammer, Non-IT Purchasing Authority Contact	(916) 576-5172
Mykel Hammer, IT Purchasing Authority Contact	(916) 576-5172

Copies to:
Audits, State Controller’s Office:
Beth Going & Stefanie Marchi

Note: LPA thresholds are applicable unless otherwise specified in the respective LPA User Instructions.		PURCHASING AUTHORITY NUMBER(S)		
		9I-0815-FIS-HQ1	9G-0815-FIS-HQ1	
PROCUREMENT METHOD	CATEGORIES	IT	NON-IT GOODS	NON-IT SERVICE
	1. 1122 Procurement Program – GSA Component		\$ 0.00	
	2. CMAS	\$ 500,000.00	\$ 100,000.00	\$ 250,000.00*
	3. Competitive	\$ 1,000,000.00	\$ 100,000.00	
	4. Cooperative Agreement (WSCA)	as noted in user instructions	as noted in user instructions	
	5. Data Center Interagency Agreements (DIA)	unlimited		
	6. Interagency Agreement	same as competitive		
	7. Master Agreement	\$ 1,500,000.00	\$ 500,000.00	\$ 500,000.00
	8. IT Master Service Agreement	\$ 1,500,000.00		
	9. NCB Justification	\$ 25,000.00	\$ 25,000.00	
	10. NCB Contract (As a result of an approved NCB Justification)	\$ 25,000.00	\$ 25,000.00	
	11. Prison Industry Authority (PIA)		unlimited	unlimited
	12. SB/DVBE Option	\$ 249,999.99	\$ 249,999.99	
	13. Software License Program	\$ 2,000,000.00		
	14. Statewide Contract Orders	unlimited	unlimited	
	15. State Price Schedule	\$ 25,000.00	\$ 25,000.00	

* CMAS Non-IT Services orders above \$50,000 must be approved by DGS prior to award (SCM Vol. 2, Chapter 6)

2.3.1 Purchasing Authority Increase Request

FI\$Cal may request an increase in competitive purchasing authority to DGS. The Buyer must complete the Purchasing Authority Increase Request (PAIR) form and submit the PAIR to the PAMS. Once the PAIR is received by the PAMS, FI\$Cal may be asked to complete the Request

for One-Time Procurement to Increase Authority, Non-IT Goods or the Request for One-Time Procurement to Increase Purchasing Authority, IT form. If the increase request is to the formal competitive thresholds, FI\$Cal may be required to conduct a single competitive solicitation under PAMS oversight, including submission of specified documentation during the procurement process for PAMS concurrence. Upon successful completion of the single procurement, FI\$Cal will be granted the general increase in competitive purchasing authority. FI\$Cal should discuss such request with PAMS prior to completing the request.

2.4 Roles and Responsibilities

2.4.1 FI\$Cal Procurement and Contracting Officer (PCO)

The Administration Deputy Director is the PCO for FI\$Cal. The FI\$Cal PCO is responsible for all procurement and contracting, ensures all procurement and contracting activities fully comply with State law, appropriations, regulations, executive orders, policies, procedures, best practices, and the SCM, provides the necessary resources to ensure all staff are properly qualified and trained in all aspects of the procurement process, submits the procurement reports, complies with the non-discrimination requirements of Americans with Disabilities Act (ADA), and serves as FI\$Cal's signatory on purchasing program compliance review reports.

2.4.2 FI\$Cal Purchasing Authority Contact (PAC)

The Chief of Procurements, is the Purchasing Authority Contact (PAC) for FI\$Cal. The PAC interfaces and communicates with the DGS/PD, FI\$Cal PCO, and subordinate staff, oversees day-to-day procurement activities, ensures that FI\$Cal's policies & procedures are consistent with current law, regulations, executive orders, policies, procedures, best practices, and the SCM, distributes the SCM and any SCM revisions to the appropriate FI\$Cal staff, and coordinates procurement activities with FI\$Cal's small business advocate.

2.4.3 Buyer

Buyers have a fiduciary responsibility to the State's citizens and taxpayers to protect the State's interest as a whole and, in particular, to safeguard the resources of FI\$Cal.

FI\$Cal's staff members, in particular Buyers, involved in procurement activities are either directly or indirectly spending public funds and subject to public scrutiny. Consequently, they are reminded to act responsibly; conduct business honestly; avoid wasteful and impractical purchasing practices; avoid real or perceived conflict when conducting business on the State's behalf; advise FI\$Cal customers of acceptable business practices, conflicts of interest and respected standards of ethical and moral behavior during any procurement activities involving their participation; and seek to maintain and continuously improve their professional knowledge, skills and abilities.

Buyers also act as a caretaker and/or watchdog over the procurement process, ensuring the needs of their customers are met within stated laws, regulations, executive orders, policies and procedures, while maintaining impartiality, allowing for open competition, reducing waste, preventing improper activities and avoiding conflicts of interest during and after the procurement process.

2.4.4 Financial Operations Office Analyst

The Financial Operations Office Analysts ensures timely payment of invoices, guarantee proper internal approvals have been secured prior to processing payment, and adhere to GC section 927 et seq.

2.4.5 Americans with Disabilities Act (ADA) Coordinator

The ADA Coordinator assigned to the FI\$Cal Human Resources Office assists and responds to questions or concerns regarding reasonable accommodation needs.

2.4.6 Business Services Office Analyst

The Business Services Office Analyst receives or acknowledges all deliveries, inspects the goods, completes stock received reports and provides notification of stock received information to the Buyer, Requestor and to the Financial Operations Office Analyst.

2.4.7 Small Business and Disabled Veteran Business Enterprise (SB/DVBE) Advocate

The SB/DVBE Advocate for FI\$Cal is Chalon Rogers at (916) 576-5236 or chalon.rogers@fiscal.ca.gov.

The SB/DVBE Advocate is responsible for assisting the Buyer in identifying potential small, micro and DVBE businesses and is responsible for:

- Promoting SB and DVBE business contracting participation
- Ensuring prompt payment to small businesses
- Identifying potential SB and/or DVBE prime contractors or subcontractors and potential contracting opportunities
- Making information regarding pending non-IT and IT solicitations available and consider offers from certified SB and/or DVBE firms capable of meeting the State's business need
- Serving as FI\$Cal's point of contact for SB/DVBE vendors needing assistance on prompt payments or questions on procurement issues
- Ensuring all procurement staff are apprised of and/or receive training on new program elements
- Establishing mailing lists to locate potential suppliers and distribute to the Buyers
- Responding to questions Buyers may have regarding SB/DVBE procurement activities and issues

2.5 Conflict of Interest/Incompatible Activities Certification and Agreement

It is the policy of FI\$Cal to comply with all provisions of Government Code section 19990. Therefore, no employee shall engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, or in conflict with his or her duties as a FI\$Cal employee.

All FI\$Cal management is responsible for ensuring that subordinate staff are informed of this policy and all prospective employees should be made aware that in accepting employment they must abide by this policy.

FI\$Cal's Conflict of Interest follows the Political Reform Act, Government Code section 81000 et seq. of 1974, which requires State and local government agencies to adopt and promulgate conflict of interest codes.

For the project FI\$Cal requires a signed Conflict of Interest/Incompatible Activities Certification and Agreement (Appendix H) for every staff member at the time they begin work. The form is also located in the FI\$Cal's document management system under [Human Resources Shared Documents](#). The Conflict of Interest/Incompatible Activities Certification and Agreement forms are maintained in the FI\$Cal Human Resources Office.

2.6 Accepting Gifts and Gratuities

GC Sections 19990 establishes the authority for departments to create incompatible activity statements for employees to follow. Buyers are responsible for knowing policies regarding incompatible activities. In accordance with GC section 19990(f) and in terms of best practices, Buyers and FI\$Cal employees involved in the procurement process, whether directly or indirectly, are discouraged from participating in the following activities:

- Accepting directly or indirectly any gift, including money or equipment, meals, lodging, transportation, entertainment, service, gratuity, favor, hospitality, loan, or any other thing of value from anyone who is doing or seeking to do business with the department you represent.
- Using their position in state government to bestow any preferential benefit on anyone related to them by family, business or social relationship.
- Situations that create the appearance of questionable or unethical practices.

Buyers are advised not to accept, solicit, or pass on to other persons any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other items of value from any person who is doing or seeking to do business of any kind with FI\$Cal.

2.7 Avoid making a Gift of Public Funds

In accordance with the California State Constitution, Article 16, section 6, any gift of public funds is strictly prohibited. To not be considered gifts of public funds, all expenditures must support FI\$Cal's mission (function and purpose) and benefit the State.

This includes any advance payments or pre-payments made to a contractor before work has been performed or to a supplier before all products or services have been received.

Note: Per the Governor's memo dated 2/18/11, all state agencies and departments must stop spending taxpayer dollars on free giveaway and gift items (such as key chains, squeeze toys, pens, hats, trinkets, shirts, cups and other gift items).

2.8 Statement of Economic Interest and Ethics Training

The Political Reform Act (Gov. Code Sections 81000-91014) requires most state and local government officials and employees to publicly disclose their personal assets and income. They also must disqualify themselves from participating in decisions that may affect their personal economic interests. The Fair Political Practices Commission (FPPC) is the state agency responsible for issuing the attached Statement of Economic Interests, Form 700, and for interpreting the law's provisions.

All designated FI\$Cal staff are required to complete and submit to the Human Resources Office a Form 700 the first week of joining FI\$Cal (initial filing) and annually by each March 15. All designated staff are also required to complete a Form 700 (leaving office statement) when leaving the employment of FI\$Cal. FI\$Cal's policy for the Statement of Economic Interest can be found on the FI\$Cal intranet under Human Resources and in FI\$Cal's document management system under [Human Resources Shared Documents](#). The completed Form 700s are maintained in the FI\$Cal Human Resources Office.

All designated Form 700 filers must complete a state ethics course within the first 30 days of joining FI\$Cal and annually thereafter. FI\$Cal has chosen to use the Attorney General's online Ethics Orientation for State Officials. Upon completion of the course a Certificate of Completion is made available and must be provided to the FI\$Cal Training Coordinator.

Additional information may also be found at <http://www.fppc.ca.gov><http://www.fppc.ca.gov>.

2.9 Confidentiality

FI\$Cal's overall objective of maintaining confidentiality is to ensure the integrity of the procurement process, prevent any bidder/proposer from gaining an advantage, and avoid protests. It is important to understand that the disclosure of certain confidential or procurement-sensitive information could jeopardize the procurement. Individuals involved in the procurement must be careful to avoid breach of confidentiality both inside and outside of the workplace. Each Buyer and/or individual is personally responsible for maintaining confidentiality in all oral and written communications, as well as in the handling of information through electronic means. The disclosure of any procurement-sensitive information that may jeopardize the procurement may result in civil or criminal penalties and/or for disciplinary action, including dismissal from State employment, as provided by Government Code (GC) section 19570 et seq. Total confidentiality during the procurement process is vital to preserve the integrity of the process and cannot be over emphasized.

For procurements, FI\$Cal requires a signed Confidentiality Policy and Statement (Appendix N) for each procurement by the Buyer and any other FI\$Cal staff privy to procurement information for the procurement. The form is located in FI\$Cal's Vendor Management Office Procurement Section within each individual procurement file.

For competitive procurements above FI\$Cal's delegated purchasing authority, the DGS or CalTech Procurement Official will provide their equivalent Confidentiality form. The completed form will be kept in the DGS or CalTech official procurement file with a copy also saved into FI\$Cal's procurement file.

2.9.1 Confidentiality and Non-Disclosure Statement

For the Project, FI\$Cal requires a signed Confidentiality and Non-Disclosure Statement (Appendix I) for every staff member at the time they begin work at FI\$Cal. The form is also located in FI\$Cal's document management system under Human Resources Shared Documents. The Confidentiality and Non-Disclosure Statement is maintained in the FI\$Cal Human Resources Office.

2.10 Separation of Duties

In order to reduce the risk of error and/or fraud no one person should control more than one of the following key aspects:

- Conducting the procurement,
- Approving purchase documents,
- Acknowledging and receiving goods and services,
- Approving invoices, and
- Preparing payments.

Procurements are conducted by staff designated as Buyers. Approving purchase documents is conducted by the PAC. Acknowledging and receiving goods resides with the Business Services Office Analyst. Acknowledging services resides with the Requestor. Approving invoices for payment is the responsibility of the Requestor and payments are prepared by the DGS, Contracted Fiscal Services (CFS) by way of FI\$Cal's Financial Operations Office Analysts.

2.11 Training

FI\$Cal ensures all staff involved in the procurement process are trained at the appropriate levels for the types, categories, and values of the procurements each staff conducts. Once a new employee is hired into the Vendor Management Office as a Buyer, an assessment is performed of the employee's past experience, training and education. Each procurement staff has completed external standard classes in the procurement arena such as the Cal-PCA classes and workshops. Depending on the specific work to be performed, the Buyer may be required to take additional classes. FI\$Cal management ensures that procurement staff receive the appropriate training and obtain the appropriate certifications. Currently, each Buyer has a minimum of ten (10) years in purchasing.

Each Buyer is required to take internal classes such as Ethics and Economic Interest training. Buyers also attend several procurement presentations, meetings, conferences, and other training opportunities throughout the year such as the Customer Forums, Consolidated Annual Reports Training, Buy Recycle, and Records Management.

In addition to the training, all Buyers are required to be familiar with the following procurement-related material and reference when conducting procurements:

- FI\$Cal Procurement Manual
- State Contracting Manuals Volumes 1 through 3
- State Administrative Manual
- State Administrative Manual Management Memos (MM)
- Statewide Information Management Manual (SIMM)
- DGS Procurement Division Broadcast Bulletins
- DGS NewsWire
- DGS Website (including the Office of Legal Services)
- Governor's Executive Orders
- Office of Systems Integration Best Practices
- CalTech Technology Letters
- CalTech IT Policy Letters
- State Telecommunications Management Manual
- California Public Contract Code
- Government Code
- Military and Veterans Code
- Labor Code
- Revenue and Taxation Code

3 PROCUREMENT BASICS

3.1 Technology Agency Letters

Technology Letters (TL) are issued by the Technology Agency to disseminate new or changes to existing IT policies, standards, and procedures. Buyers should review the Technology Agency's website frequently to stay current on TL notifications. If a Buyer has questions about any of the TLs, contact the Procurement Lead person before contacting the person noted in the TL or FI\$Cal's Technology Agency Manager.

3.2 Planning

Procurement begins in the planning phase of the Project with the Feasibility Study Report (FSR) and the Information Technology Procurement Plan (ITPP). The FSR/ITPP is the document used to provide information to assess a project's readiness for procurement. The FSR/ITPP Sections 1-5 describe the overall strategy necessary to accomplish and manage an IT procurement by formally documenting the proposed approach and how the procurement satisfies State requirements.

FI\$Cal is required to involve CalTech early in the acquisition process regarding IT procurement strategy. CalTech granted FI\$Cal an IT Project Authority level of \$1,000,000. This is a delegated cost threshold for project review and approval purposes.

CalTech is consulted when an FSR/ITPP is being created and requires CalTech's review and approval. If FI\$Cal requires an effort that is deemed a new project and procurement, a new FSR/ITPP would be required. For the CalTech to evaluate and approve a proposed IT procurement strategy, FI\$Cal is required to submit a copy of the FSR/ITPP Sections 1-5, to CalTech. A copy of the FSR/ITPP Sections 1-5 is not required to be submitted to CalTech for review and approval if the estimated dollar value of an IT procurement is within the FI\$Cal's purchasing authority dollar threshold for the applicable category (e.g. competitive, non-competitive, LPA), except as noted below in the last two bullets. The FSR/ITPP Sections 1-5 must be approved by CalTech prior to the creation of any IT procurement documents (solicitation, Request for Offer, etc.). An IT acquisition cannot commence until FI\$Cal receives the approval from CalTech. Approval is conveyed via a letter to FI\$Cal.

After approval of the FSR/ITPP by CalTech and the Department of Finance, FI\$Cal is required to submit a copy of the FSR/ITPP Sections 1-5 in the following instances:

- When the estimated dollar value of an IT procurement exceeds the FI\$Cal's purchasing authority dollar threshold for the applicable category (e.g. competitive, non-competitive, LPA) and the estimated dollar value of the IT procurement is greater than \$1,000,000.00. This includes all LPA procurements for IT goods and services.
- If FI\$Cal's delegated purchasing authority is above \$1,000,000.00, a copy of the FSR/ITPP Sections 1-5 is only required to be submitted to CalTech when it exceeds the FI\$Cal's purchasing authority dollar threshold for the applicable category (e.g. competitive, non-competitive, LPA).
- When FI\$Cal does not have applicable purchasing authority and the IT procurement exceeds \$1,000,000.00.
- All IT procurements that CalTech has assessed the Risk/Criticality as "high," regardless of the dollar value.

- All competitive IT procurements that will use an RFP, regardless of the dollar value. Per PCC 12104(c), all RFPs for IT goods and services must be reviewed by the DGS prior to release to the public.

A copy of the FSR/ITPP Sections 1-5 must be submitted electronically. It must be accompanied by a cover letter and associated documentation that authorizes the IT procurement (e.g., CalTech's approval letter, FSR, SPR).

The FSR/ITPP Sections 1-5 cover letter is to identify all accompanying documentation. The cover should also include a statement regarding the anticipated sensitivity of solicitation requirements. Sensitivity pertains to:

- Items that if disclosed might impact security or
- Items characterized as having a confidential nature

The FSR/ITPP Sections 1-5 must be approved by CalTech prior to the creation of any IT procurement documents (solicitation). An IT acquisition cannot commence until FI\$Cal receives the approval from CalTech. Approval is conveyed via a letter to FI\$Cal.

Note: If the procurement documents (Request for Offer) are a solicitation using an LPA, the DGS/PD is the approval authority and would send the letter of approval.

The FSR/ITPP instructions are located in the State Information Management Manual - SIMM.

Click here for the FSR/ITPP Preparation Instructions

http://www.cio.ca.gov/Government/IT_Policy/pdf/SIMM_20_FSR_Instructions_1-18-2012_Final.pdf.

The subsequent Special Project Reports (SPR) provides the updates to the FSR. The approvals of the SPRs allow the Project to proceed with the work described in the goods and services expenditures section of the SPR.

The Budget Change Proposals (BCPs) are submitted to change the level of service or funding sources, or to propose new activities not currently authorized. For each SPR there is usually a new BCP. The approvals of the BCPs allow the Project to proceed with the goods and services procurements described and the funding approval (appropriation) needed to encumber the funds.

Once the goods and services procurements in the approval documents (SPR and BCP) are approved and the Budget Bill has been chaptered and signed, the FI\$Cal Leadership Team reviews the approvals to determine the priority and final determination of the work and budget. The Deputy Directors advise their FI\$Cal Team(s) or Office(s) which goods and services procurement requests may be submitted.

In addition to FI\$Cal's CalTech IT Project Authority of \$1,000,000, FI\$Cal has been granted DGS/PD purchasing authority for procurement activities. Buyers use the purchasing authority to procure non-IT and IT goods and services for FI\$Cal. The total cost of each purchase conducted by the Buyers must remain within the "Maximum Amount" designated for each purchasing authority category in the Purchase Authority Approval (PAA) from DGS/PD.

A Post Implementation Evaluation Report (PIER) is developed after the project has been completed and in production a sufficient period of time to assess its functionality and productivity (typically one year or one business cycle). Objectives, costs and benefits are compared against the estimates presented in the last approved project document (SPR). A PIER is the final reporting requirement for a project. Once the PIER is approved, the project is

officially complete and the system is considered a production system (application). A PIER approval letter will be provided to FI\$Cal.

3.3 Classifying the Purchase

The ability to properly classify a purchase enables the Buyer to conduct the procurement correctly:

- Applying the appropriate laws, regulations, policies, and procedures.
- Identifying whether or not FI\$Cal has the applicable purchasing authority to conduct the purchase activity or if DGS/PD or CalTech assistance is required to run the procurement.
- Securing additional approvals and/or waivers as applicable.

The impact of not being able to correctly classify a purchase may result in:

- Delaying FI\$Cal's program.
- Waste of time and effort, ultimately wasting taxpayer money.
- Loss of funding.
- Disputes, protests, and/or lawsuits.
- Illegal contracts.

Classifying a purchase begins by determining the predominant factor or the major objective and/or purpose of the entire purchase. Buyers shall find out the sole or main purpose of the purchase.

In accordance with PCC §10329 for non-IT goods and by policy for IT goods and services, FI\$Cal Buyers shall not willfully split a single transaction into a series of transactions for the purpose of evading bidding requirements or to circumvent approved purchase authority dollar threshold limits.

3.4 Purchase Classifications

State purchasing activities are divided into the following classifications (SCM Vol 2 § 2.B1.0 through 2.B1.7 and SCM Vol 3 §2.B2.0 through 2.B2.4):

Non-IT Goods are defined as all types of tangible personal property (tangible or movable products with little or no information technology functionality), including materials, supplies, and equipment [*that are not IT*] (Public Contract Code §10290 (d)).

Non-IT Goods examples:

- Food
- Furniture
- Farm Animals
- Office Supplies

Some consumable goods are considered IT products, but may be acquired as non-IT Goods:

- Documents, i.e., standards and procedures manuals, contractor supplied systems documentation and educational or training manuals
- Equipment supplies, i.e., printer forms, disk packs, printer ribbons and cartridges
- Furniture, i.e., IT- related, such as desktop station tables and printer stands

Non-IT Services are defined as personal services that are not IT. These services are primarily labor related, rather than providing a tangible product. They are activities outside the scope of purchasing authority as authorized by the Department of General Services/Procurement

Division (DGS/PD) and are covered by the DGS/Office of Legal Services (OLS) in SCM Volume 1. (SCM Volumes 2 and 3 §1.A2.2)

Non-IT Services example:

FI\$Cal has developed a graphic depiction of its business process for display in the FI\$Cal's public lobby. A decision has been made to have a custom frame made for the display due to its unique size and amount of public visibility. This would be a non-IT service not subject to the DGS/PD purchasing authority because the main purpose is the custom framing services.

IT Goods are defined as all types of tangible personal property, including materials, supplies, and equipment for information technology—all computerized and auxiliary automated information handling, including systems design and analysis, conversion of data, computer programming, information storage and retrieval, voice, video, data communications, requisite systems controls, and simulation. (SCM Volume 3 §1.1.1 from State Administrative Manual §4819.2)

IT Goods examples are:

- Central processing units (mainframes) and all related features and peripheral units, including processor storage, console devices, channel devices, etc.;
- Minicomputers, midrange computers, microcomputers and personal computers and all peripheral units associated with such computers;
- Special purpose systems including work process:
 - Magnetic Ink Character Recognition (MICR)
 - Optical Character Recognition (OCR)
 - Photo composition
 - Typesetting and electronic bookkeeping
- Communication devices used for transmission of data such as:
 - Modems
 - Data sets
 - Multiplexors
 - Concentrators
 - Routers
 - Switches
 - Local area network (LAN)
 - Private branch exchanges
- Network control equipment, or microwave or satellite communications systems.
- Input-output (peripheral) units (off-line or on-line) including:
 - Terminal
 - Card readers
 - Optical character readers
 - Magnetic tape units
 - Mass storage devices
 - Card punches
 - Printers
 - Computer output to microform converters (COM)
 - Video display units
 - Data entry devices
 - Teletypes
 - Teleprinters
 - Plotters

- Scanners
- Or any device used as a terminal to a computer and control units for these devices.

The following IT Goods are not considered supplies:

- PC Keyboards
- Mice
- Zip Drives
- Memory Cards
- Personal Digital Assistants
- Software
- Scanners

IT Personal Services are defined as services that have someone performing IT related services, such as hardware, software, or system maintenance services. (SCM Volume 3 §2.B2.4)

IT Activities listed below either individually or in combination are considered **IT Services**:

- IT facility preparation, operation and maintenance.
- Application systems development and implementation, or changes to application systems or programs to meet new or modified needs, or maintenance, including:
 - Feasibility study preparation
 - Systems analysis,
 - Systems design
 - Purchase and installation of software
 - Programming services
 - Data or programming conversions
 - Systems and procedures documentation
 - Project appraisal or assessment
- Operation of application systems or programs including handling, assembling or editing of input-output data or media where IT equipment or IT personnel are used.
- Acquisition, installation, operation and maintenance of data processing equipment.
- Other installation management activities including:
 - Performance measurement
 - System tuning
 - Capacity management
- Personnel employed in support of, or directly related to, any of the activities listed above, including:
 - Administration
 - Technical services
 - Clerical services
 - Travel
 - Training
 - Preparation of periodic and special reports
- Control functions directly related to the above activities.

IT Consulting Services are defined as services of an advisory nature that provide a recommended course of action or personal expertise (product of the mind). This may include subject matter experts or specialists within the IT field overseeing technical projects or providing IT training. (SCM Volume 3 §2.B2.4)

The end product may transmit information, either written or verbal, and is related to the governmental functions of FI\$Cal's administration and management and program management or innovation. It may include anything from answers to specific questions to design of a system

or plan, and includes workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.

IT Consulting Services examples:

Independent Verification and Validation (IVV) consulting services or Independent Project Oversight (IPO) consulting services are considered IT services because they provide oversight and validation on large IT Integration Projects (required by SIMM section 45). These services must be acquired in adherence to IT procurement rules.

Note: Non-IT Services included with the purchase of non-IT Goods may not exceed \$4,999.99 and must be directly related to the purchase of the goods, such as set up or installation. Non-IT Services such as maintenance is not allowed and must be procured separately under the SCM, Vol. 1 unless available on a leveraged procurement agreement (LPA) contract.

3.5 Purchase Document Numbers

The purchase document numbering is controlled in the FI\$Cal Procurement Request Log where purchase request numbers are assigned sequentially as received. The first two digits in the assigned number are the fiscal year and the following four numbers are the sequential number. This same number will be used for the purchase request, solicitation identification, and the purchase document.

3.6 Certified Small Business (SB) Goals

In order to enhance and encourage competition in an environment that affords equal access to contracting opportunities, FI\$Cal is required to have an annual participation goal of not less than 25 percent of the purchasing dollars for SB.

As an incentive for SB to respond to competitive bids, or companies to partner with an SB (min. 25% of contract), the SB, or those partnering with an SB, is given a 5% preference when the low price submission is not from a SB.

The formula for applying the preference is in the SCM Volume 3, as well as instructions for the GC14838.5 SB/DVBE Option. A current confirmation of the SB status must be printed from the DGS web-site and maintained in the official procurement file.

To enhance opportunities and improve participation by certified SB/DVBEs in the purchasing/contracting done by FI\$Cal, procurement staff will:

- Solicit certified SB (including micro) and DVBE CMAS suppliers holding CMAS agreements, when a CMAS contract is appropriate.
- Review the list of suppliers FI\$Cal has done business with and if there are some that are not currently certified, but may meet the eligibility requirements, the procurement staff will give them a certification application to complete. The FI\$Cal SB/DVBE Advocate will obtain a supply of small business certification applications from the Office of Small Business and DVBE Services (OSDS) and provide it to all procurement staff. The SB/DVBE Advocate will work with the supplier(s) to complete the information for submission to OSDS. Working to increase the pool of certified SB/DVBEs that will benefit not only FI\$Cal but other departments and agencies.
- Encourage prime contractors to subcontract with certified SB/DVBEs.
- Assist prime contractors in obtaining listings of potential SB/DVBEs that will meet the prime's needs.
- Meet with the OSDS to explore ways to enhance participation in FI\$Cal contracting process.

- Send out reminders to FI\$Cal managers/supervisors informing them of the State's participation goals

3.7 Types of Contracts

3.7.1. Competitive

Procurement activities must be conducted in an open and fair environment that promotes competition among prospective suppliers. The nature of effective competition varies with the goods and services being acquired. Depending upon decisions made during the planning phase, the procurement may be informal or formal; the selected competition method may be a phone call or a written solicitation document, distributed by fax, electronic mail or regular mail, depending on the procurement value.

- Fair & Reasonable

This method is used for orders under \$5,000. FI\$Cal may acquire non-IT goods and IT goods and services valued less than \$5,000 if fair and reasonable pricing can be established without receiving alternate quotes. Price comparisons, catalog or market pricing, controlled pricing, historical pricing, and cost/benefit analysis are ways that fair and reasonable pricing can be justified and obtained.

- Request for Proposal (RFP) – Non-IT Solicitations

The RFP (Appendix L) is used when the State's requirements are written in general terms describing a problem to be solved or a goal to be achieved. The suppliers "propose" a business solution to the State's described needs.

- RFP – IT Solicitations

The RFP (Appendix L) is a written procurement approach required for IT goods and services solicitations exceeding \$1,000,000. The RFP states the solicitations requirements or specifications in a more general nature describing the problem to be solved or the goal to be achieved.

- Request for Quote (RFQ)/Request for Offer (RFO) – Non-IT Solicitations

The RFQ (Appendix J/Appendix K) is the most common written solicitation format used to conduct informal competitive solicitations not to exceed \$100,000. The RFQ is a straightforward procurement document that identifies what is requested by item, quantity and price. The RFO format (Appendix M) identifies qualifying criteria for goods and/or services and as well as the requirements stated in the Scope of Work for what is needed and requests a price.

- RFQ/RFO – IT Solicitations

The RFQ (Appendix J/Appendix K) is the most common written solicitation format used to conduct informal IT competitive solicitations. The RFQ is a straightforward procurement document that identifies what is needed, requests a price and tends to be low in risk. The RFO format (Appendix M) identifies qualifying criteria for goods and/or services and as well as the requirements stated in the Scope of Work for what is needed and requests a price.

- Invitation for Bid (IFB) – Non-IT Solicitations

The IFB (Appendix L) is a written acquisition method used to solicit bid responses for non-IT goods exceeding \$100,000.

- IFB – IT Solicitations

The IFB (Appendix L) is a written procurement method usually used to conduct formal competitive solicitations for IT goods alone or for IT goods and services exceeding \$1,000,000.

- **Small Business/Disabled Veterans Business Enterprise (SB/DVBE) Option**

Government Code Section 14838.5 (a) and (b) allows FI\$Cal to solicit California certified SB and DVBE suppliers and award purchase documents valued from \$5,000.01 to \$249,999.99, provided that FI\$Cal has obtained two responsive bids from at least two responsible certified SB or two responsible DVBE businesses.

The advertising requirement is eliminated when using the SB/DVBE Option. In addition to an established SB/DVBE mailing list for FI\$Cal, the SB/DVBE Advocate will assist with locating potential suppliers that are SB/DVBE certified.

3.7.2. Leveraged Procurement Agreement (LPA)

The LPAs are established by DGS which enables streamlined State purchases by removing repetitive, resource intensive, costly, and time consuming bid processes. The following are the different types of LPAs.

- **California Multiple Award Schedules (CMAS)**

CMAS are agreements that offer a variety of non-IT goods, non-IT services and IT goods and services. Offers are required. For information on CMAS contracts, go to:

<http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx>

- **Master Agreements (MA)**

Master Agreements are generally statewide agreements that have been competitively bid and prices analyzed. Offers are required. MAs are comprised of Master Purchase Agreements, Master Rental Agreements, IT and Non-IT MSAs. For information on MA, go to: <http://www.dgs.ca.gov/pd/Programs/Leveraged/masteragreements.aspx>

- **Software Licensing Program (SLP):**

The SLP was established to reduce the need for individual departments to conduct repetitive acquisitions for proprietary software licenses and software upgrades. SLP contracts are established with authorized participating resellers. Offers are required. The maximum allowed dollar amount for IT Goods is \$2,000,000. Exemptions are not allowed. For information on SLP, go to: <http://www.dgs.ca.gov/pd/Programs/Leveraged/SLP.aspx>

- **State Price Schedule (SPS):**

SPS are guaranteed price lists by suppliers. Use of these is optional. Price quotes are not required. For information on SPS, go to:

<http://www.dgs.ca.gov/pd/Programs/Leveraged/PriceSchedules.aspx>

- **Statewide Contracts (SC):**

Statewide Contracts are generally statewide agreements that were competitively bid; prices analyzed and do not have dollar limits or limitations to their use except as noted in the agreement or contract. State contracts are comprised of non-IT and IT statewide commodity contracts, sourced commodity contracts, food contracts, and pharmaceutical contracts. Use of some SCs is mandatory. Review the contract to check if it is mandatory or non-mandatory. Price quotes are not required. For information on SC, go to:

<http://www.dgs.ca.gov/pd/Programs/Leveraged/contracts.aspx>

- **Cooperative Agreements (WSCA-NASPO):**

The Western States Contracting Alliance (WSCA) establishes cooperative multi-State contracts where participating states may join together in order to achieve cost-effective and efficient acquisition of quality non-IT and IT goods and services. Price quotes are not required. For information on Cooperative Agreements, go to:

<http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca.aspx>

3.7.3. Non-Competitive Bid (NCB)

An NCB is used when executing a transaction where no known competition exists. NCB contracts are limited by statute in accordance with PCC sections that apply (i.e. 12102, 10301/10302, or 10340) to the following conditions:

- Emergencies, where immediate acquisition is necessary for the protection of the public health, welfare, or safety or
- Proposed acquisition of non-IT and IT goods and services are the only goods and services that meet the State's need.

3.8 Official Procurement File/File Documentation

The Buyer shall begin establishing the official procurement file for required documentation upon receipt of the procurement request using the Procurement Activities and Decisions Log template (Appendix P). Any major activity performed or decision made must be captured in the Procurement Activities and Decisions Tracking Log. Other activities key to producing or revising the initiation documents are also recorded. The Buyer creates the Procurement Activities and Decisions Tracking Log and updates each time a major activity or decision is made throughout completion of all procurement activities.

The official procurement files are located in the file cabinets in Suite 116. Only VMO-PS staff are allowed access to these files that are organized by purchase order and contract number. These hard copy files shall serve as the official audit file.

For all procurement approaches the Buyer shall use the Procurement File Checklist shown in Appendix G.

Note: All STD 204s, Seller's Permits and SPR transmittals are centrally filed in a Suite 116 cabinet that all Buyers have access to.

3.9 Signature Authority

Specific individuals within FI\$Cal review and approve contracts and purchase orders for services and commodities. Signature authority delegation considers the procurement approach, total dollar value of purchase, classification of the purchase, the staff member's position level, knowledge and experience. In addition, FI\$Cal executive management monitors the procurement activities ensuring there is a separation of duties where necessary. Below is a list of those authorized to sign procurement documents as determined by the dollar limit of the purchase.

Title	Dollar Limits for Signature Authority of all Procurement Documents :
FI\$Cal Executive Partner	No dollar limit
FI\$Cal Executive	No dollar limit

FI\$Cal Director	No dollar limit
Deputy Director of Administration	No dollar limit
Chief of Procurements	Up to \$1,500,000
Chief of Vendor Management Office – Procurement Section	Up to \$500,000

3.10 Certification of Compliance with Policies

A SAM 4832 Illustration 1, Certification of Compliance with Policies signed by the Technology Team Deputy Director, Acting Technology Team Deputy Director or the director's designee, is required for all IT procurements valued at \$100,000 or more and are in support of a development effort. SAM section 4819.2 defines development as activities or costs associated with the analysis, design, programming, staff training, data conversion, acquisition, and implementation of new information technology applications. Procurement of hardware, software, and services, including Interagency Agreements are included in this requirement.

The signed certification must be retained within the procurement file. If the procurement is being submitted to DGS/PD for processing, the certification must be part of the submitted procurement package.

3.10.1 When certification is not required

A certification is not required for:

- Procurements less than \$100,000.00.
- Procurements limited only to maintenance services.
- Procurements in support of previously approved efforts (See SAM section 4819.40).
- Procurement of services to conduct a feasibility study report provided the services are limited to supporting or conducting the feasibility study or preparing the FSR (SAM section 4827 and 4928).
- Procurement of/for excluded activities as described in SAM section 4819.32.

3.10.2 Under \$100,000 documentation requirements

Since FI\$Cal is a reportable project, FI\$Cal maintains a copy of SPR approval transmittals in a centralized file in Suite 116. This satisfies the requirements in the SCM Vol 3 §2.C6.2 for Under \$100,000 Documentation Requirements. FI\$Cal also meets SCM Vol 3 §2.C6.2 this way.

3.11 Acronyms and Abbreviations

Refer to Appendix B.

3.12 Glossary

Refer to Appendix C.

4 OVERVIEW OF THE PROCUREMENT INITIATION PROCESS

4.1 Leasing vs. Purchasing

Before initiating the acquisition, Requestors are expected to perform a cost analysis of leasing versus purchasing.

Cost analyses are to be based on the "contract or program life" of the items being required. "Contract or program life" is the anticipated life cycle of the requirement for which they are to be used, less any reasonable estimated length of time when a substitute capability will become available at a lesser cost. "Contract or program life" is not to be confused with "usable" or machine life. Modern electronic equipment can be expected to operate within design specifications for up to ten years when adequately maintained. This period is their "usable" or machine life.

When the lease/purchase analysis indicates leasing is the least costly acquisition method, departments are to enter into such a contract in accordance with the procedures set forth herein. The terms of such contract should be equal to the predicted "contract or program life."

When such analyses indicate purchase is the least costly method, agencies are to enter into such a contract in accordance with the procedures set forth herein and SAM section 3700 et seq., except when:

- Insufficient funding is available for either outright or deferred purchase; or
- A short period of operational experience is desirable to provide validity of a system or equipment design with which there is no previous reliable experience.

[Click here](http://www.documents.dgs.ca.gov/pd/delegations/lspurchaseanal.doc) to access the Lease versus Purchase Analysis form
(<http://www.documents.dgs.ca.gov/pd/delegations/lspurchaseanal.doc>)

[Click here](http://www.documents.dgs.ca.gov/pd/delegations/lspurchaseanal.pdf) to access a sample copy of a completed lease versus purchase analysis form as shown in SAM section 3700 Appendices (A-1).
(<http://www.documents.dgs.ca.gov/pd/delegations/lspurchaseanal.pdf>)

Purchase option credits should be cost evaluated in a lease contract only if there is reasonable probability that a purchase option in a lease contract may be executed. Otherwise, purchase option credits are to be excluded from the cost evaluation.

FI\$Cal is permitted to enter into either installment purchase agreements (commonly referred to in the industry as "lease purchases") or financed leases as described in the Uniform Commercial Code, Section 2A (commonly referred to as "operating leases"), via the DGS/PD's financial marketplaces – "GS \$Mart®" or "Lease \$Mart®."

If the Requestor determines the cost effectiveness of a lease over a purchase, the lease information must be provided on the appropriate form or provided as an attachment to the form.

4.2 Purchase Request Form and Process

Requestors must use the appropriate forms to initiate all requests for FI\$Cal procurements including non-IT and IT goods, non-IT and IT services/consulting services, IT personal services and, and training purchases. Refer to Appendix D for all purchase forms: Purchase Request (PR) form for Goods, Training and Purchase Request (TPR) form for Training, and the Service/Consulting Contract Request (CR) form for Services and Consulting.

The Requestor shall complete the PR, TPR or CR and submit to the VMO-PS to initiate the procurement of all goods or services including non-competitive bids (NCB), interagency

agreements, and contract amendments. To initiate a procurement follow the Procurement Activities Procedure and Purchase Documents Flow Charts (Appendix O).

4.3 Timeliness

Requestors must allow sufficient time for processing requests before the date work is scheduled to begin.

The following table indicates minimum lead times for the most commonly performed types of procurements, from receipt of the PR, TPR, or CR to execution of the purchase document. Requests must be received within these timeframes to be considered timely. Extenuating circumstances outside the control of the VMO-PS may increase the actual time to contract award.

Procurement Request Lead Times

Procurement Type	PR, TPR, or CR Submission Lead Time
Competitive Bid: Consulting Services	12 months
Competitive: IT Goods > \$100,000 not on an LPA	3 months
Competitive: Fair and Reasonable Consulting Services	15 business days
Competitive: Fair and Reasonable Goods	10 business days
Competitive: SB/DVBE Option Goods with correct number/types of quotes and forms	10 business days
Competitive: SB/DVBE Option Goods where Buyer updates or obtains quotes and forms	15 business days
Exempt: Interagency Agreement	6 months
NCB: with prior approval to proceed and known Statement of Work (SOW), i.e., negotiations complete, if needed	4 months
Purchase Estimates: IT Goods greater than \$500,000 and not on an LPA	4 months
LPA: MSA and CMAS Consulting Services	4 months
LPA: Cost neutral amendments to extend time if allowed by original SOW and ≤ \$250K	10 business days
LPA: Goods (Strategically Sourced Contracts (SSC), Software Licensing Program (SLP), etc.) with correct number/ types of quotes and forms and ≤ \$250K	10 business days
LPA: Cost neutral amendments to extend time if allowed by original SOW and ≥ \$250K	3 months
LPA: Goods (SSC, SLP, etc.) with correct number/ types of quotes and forms and ≥ \$250K	3 months
LPA: Goods (SSC, SLP, etc.) where VMO-PS updates or obtains quotes and forms	20 business days

4.4 Initial Buyer Review

The role of the Buyer is to ensure that procurement laws, regulations, executive orders, policies, procedures, best practices, and the SCM Volumes 1 through 3 are enforced within the day-to-day purchasing and contracting activities, to the best of their abilities. The Buyer is also responsible for the official procurement file and related documentation maintenance.

The Buyer's first step in the planning and scheduling of a procurement effort is the initial review of the PR, TPR, or CR. Reviewing the request will assist the Buyer in determining any impact in relationship to the procurement planning and scheduling activities. Buyers shall ensure they review the full impact and justification of all requests and that all appropriate external reviews/waivers/approvals have been sought. Also the Buyer ensures all special requirements and exemption requests are included.

Procurement Planning Checklist

✓	Description	Performed By	Systems and Forms	Notes
	Identify business need	Requestor (working with executives)		
	Begin formal documentation	Requestor		
	Verify approvals/funding	Requestor and Financial Operations Office		
	Request Buyers assistance	Requestor		
	Document dollar value	Requestor		
	Classify purchase: request is in compliance with equipment standards and includes justification of purchase, special requirements have been met, has authorized funding authority, addresses budgetary and timing constraints, and includes all reviews and approvals	Buyer		
	Analyze applicable procurement methods	Buyer	http://www.pd.dgs.ca.gov/default.htm	
	Document selected procurement method	Buyer		
	Request DGS/PD assistance	FI\$Cal PCO/FI\$Cal PAC	STD.66 or memo for services	As needed and always for dollar value above delegated authority
	Conduct market survey	Buyer	RFI	Concerns about competition or need for more information
	Work with legal staff on procurement issues	FI\$Cal PCO/FI\$Cal PAC/Buyer	SCM, SAM	
	Prepare Statement of Work (if required)	Buyer	SOW	
	Determine required purchase document	Buyer	STD. 65 , STD. 213 , STD. 210	Based on purchase classification, method and category dollar thresholds
	Approve purchase	PCO, PAC, Chief of VMO Procurement Section	STD. 65 , STD. 213 , STD. 210	

*Buyers must refer to the instructions provided on the last page of the [STD.65](#) Workbook entitled "Instructions for completing the Purchasing Authority Purchase Order" to insure complete and accurate information is provided.

4.5 Seeking Legal Participation

Buyers shall consult with the FI\$Cal PCO/FI\$Cal PAC prior to seeking legal advice during the procurement process. This ensures legal interpretation is only sought when necessary and ensures consistent application of resulting interpretation/advice.

When required, legal participation should be sought as early as possible. Purchasing activities that benefit from legal staff participation may include but are not limited to the following:

- Purchases that have a history of protests or litigation.
- Large scale IT integration projects.
- Conflict of interest issues.
- Follow-on contracting issues.
- In any purchase where suppliers are using an attorney.

4.6 Narrowing in on the Procurement Alternatives

To assist in determining the procurement approach that best meets the Requestor's needs, Buyers should ask themselves the following questions:

- Is the acquisition an emergency purchase?
- Can civil servants, as opposed to outsourcing, satisfactorily perform the services? Can another state agency provide the good or service through an interagency agreement or alternate contracting means? When civil servants or services are available through other state agencies, documentation shall be included in the official procurement file to justify outsourcing. Does the purchase require the use of any mandatory purchasing processes such as PIA or use of existing telecommunications contracts?
- Is the request within the scope of the purchasing authority?
- Can you consolidate other requests for like equipment into a single purchase?
- What is FI\$Cal's total need for acquiring the goods or services over the next 12-month period and can the acquisitions be reasonably consolidated to maximize the purchasing power?
- What available purchasing approach can effectively meet the FI\$Cal's needs at the least cost in terms of time and resources?
- Can the functional requirements of the request be met through an LPA?
- Are there certified SB or DVBEs that can be solicited to provide the good and/or service? Buyers shall always consider first using the SB/DVBE option, GC 14838.5.
- Is there a known supplier market and can the acquisition best be met through open competition?
- Is the request so unique that no competition exists and the needs of the customer can only be met through an NCB contract?
- What risk factors are inherent to the purchase and what steps can be taken in advance to mitigate them?
- Will the purchase require the preparation of a statement of work?

4.7 Other Considerations Affecting the Planning Process for a Procurement

4.7.1 Tax Delinquents Prohibition Policy

Pursuant to the Public Contract Code section 10295.4, effective July 1, 2012, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) 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.

Prior to executing any state contract or renewal for non-IT goods or services, the Buyer must verify that the contractor is not on a prohibited list by checking both the FTB and BOE websites. This requirement applies regardless of the procurement approach, method, or solicitation format used. The Buyer must show the verification was completed on the Procurement File Checklist in Appendix G.

Public Contract Code 10295.4 provides no exceptions to these prohibitions.

The list established by FTB can be found here:

https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml

The list established by BOE can be found here: <http://www.boe.ca.gov/cgi-bin/deliq.cgi>

4.7.2 Darfur Contracting Act

Pursuant to Public Contract Code sections 10475 through 10481, for acquisitions of all non-IT goods or services, the Buyer must require vendors to certify whether they are a scrutinized company. This applies regardless of the procurement approach, method, or solicitation format used including, but not limited to: Formal Bids, Informal Bids, Request for Proposals, Invitation for Bids, Non-Competitive Bids, the SB/DVBE Option, and under \$5,000 fair and reasonable pricing. The Darfur Contracting Act Certification must be completed to satisfy the Act's certification requirements and can be found at <http://www.documents.dgs.ca.gov/pd/poliproc/darfurcert072010.doc>. The Buyer must file the completed certification in the procurement file.

The only exception to obtaining a completed Darfur Contracting Act Certification is for contracts awarded using the DGS Leveraged Procurement Agreements (LPAs).

Effective January 1, 2009, procurements for non-IT goods or services must address the requirements of this Act. The Act is intended to preclude State agencies generally from contracting with scrutinized companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company as defined in Public Contract Code section 10476 are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (Public Contract Code section 10477(a)). Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a scrutinized company in order to submit a bid or proposal to a State agency. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Director of the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b).

4.8 Loss Leader

Beginning January 1, 2010 and pursuant to PCC section 10302(b)(1), every solicitation for non-IT goods shall contain the following statement:

"It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code."

The above statement shall be deemed to be part of a solicitation even if the statement is inadvertently omitted from the solicitation (PCC § 10302(b)(4)).

All non-IT goods solicitations must include the required Loss Leader statement above except the following below:

- RFOs for acquisitions from Leveraged Procurement Agreements,
- Acquisitions made using Fair and Reasonable pricing,
- Acquisitions made using the SB/DVBE Option

4.9 Mission Critical Certification for DGS

No work will be initiated, no documents will be reviewed and no contracts will be approved by the DGS that would result in the expenditure of funds unless the following written certification is received in writing and signed by the Agency's Secretary or Department's Director or their designees.

I certify that this purchase is vital and mission critical for this agency or department:

Name/Title

Date

4.10 Iran Contracting Act

Pursuant to the Iran Contracting Act of 2010 (Public Contract Code sections 2200 through 2208 are "the Act"), vendors are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the vendor engages in investment activities in Iran, as defined in the Act. The Act requires that the DGS establish and periodically update a list of ineligible vendors.

Also, pursuant to the Act, financial institutions are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the financial institution extends credit, as defined in the Act, to a business identified on the DGS list of ineligible vendors that will use the credit to provide goods or services in the energy sector in Iran.

Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars (\$1,000,000) or more, a vendor must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California. During the bid evaluation, it is the Buyer's responsibility to check the list of ineligible vendors to confirm that the bidder is not on that list. Buyers may review the list located at <http://www.documents.dgs.ca.gov/PD/poliproc/Iran%20Contracting%20Act%20List.pdf>. Also financial institutions must certify that they are not extending credit to an ineligible vendor as described in the Act. This certification requirement applies regardless of the procurement approach, method, or solicitation format used, including, but not limited to: Request for Proposals, Invitation for Bids, and non-competitive awards. Buyers should use the document located at <http://www.documents.dgs.ca.gov/pd/poliproc/IranActCert.doc> to satisfy the Act's certification requirements.

The Act provides exceptions to the certification requirement, see PCC sections 2203(c) and (d) for additional information regarding the exceptions.

4.11 Emergency Purchases

An emergency as defined by PCC section 1102 is "a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services." An emergency is further divided into the following classifications which ultimately effects how the purchase activity will be processed:

- An emergency purchase in response to a natural disaster, i.e. fire, flood, earthquake.
- An emergency purchase not in response to a natural disaster.

Regardless of the classification of the emergency, the Buyer must document the procurement file and/or provide to the DGS/PD, as applicable, the following information:

- A description of the emergency.
- Explanation of why the situation warranted the emergency purchase.
- Explanation of the consequences of making the purchase through normal procurement processes
- A description of the goods and price
- The names and quotations of suppliers contacted

4.11.1 Responding to a Natural Disaster

The following chart provides the process for executing an emergency purchase in response to a natural disaster when a response requires immediate action:

If the purchase activity	Then the Buyer will proceed with the purchase
Is within FI\$Cal's authorized non-competitively bid (NCB) contract purchasing authority dollar threshold	<ul style="list-style-type: none"> • Documenting the circumstance of the emergency purchase. • Issuing the purchase document, identifying the department's Purchasing Authority (PA) number in the PA number box on the purchase document.
Exceeds FI\$Cal's authorized NCB contract purchasing authority threshold.	<ul style="list-style-type: none"> • Documenting the circumstance of the emergency purchase. • Issuing the purchase document, leaving the PA number box on the purchase document blank.

4.11.2 Emergency Purchase Not in Response to a Natural Disaster

The following chart provides the Non-IT emergency purchase process in response to an emergency situation other than a natural disaster.

If the purchase activity	Then the Buyer will proceed with the purchase
Is within FI\$Cal's authorized NCB contract purchasing authority dollar threshold.	<ul style="list-style-type: none"> • Documenting the circumstance of the emergency purchase. • Documenting names and quotations of suppliers contacted. • Issuing the purchase document, identifying the department's PA number in the PA number box identified on purchase document.
Exceeds FI\$Cal's authorized NCB contract purchasing authority threshold.	<ul style="list-style-type: none"> • Contacting the DGS/PD immediately or within the next business day to provide the circumstance of the emergency at the One-Time Acquisition support number: 375-4471 • The DGS/PD contact reviews the circumstance and if approved, assigns the transaction an Authorization to Exceed Monetary Limits (Form 42) number. • Documenting the circumstance of the purchase. • Recording the Form 42 number in the PA number box on the purchase document prior to issuing the purchase document.

The following provides the IT emergency purchase process in response to an emergency situation other than a natural disaster.

If the purchase activity	Then the Buyer will proceed with the purchase
Is within FI\$Cal's authorized NCB contract purchasing authority dollar threshold for IT goods and/or services	<ul style="list-style-type: none"> • Document the circumstance of the emergency purchase. • Document names and quotations of suppliers contacted. • Issue the purchase document, identifying the PA number in the PA number box identified on purchase document.
Exceeds FI\$Cal's authorized NCB contract purchasing authority	<ul style="list-style-type: none"> • Contact the CalTech STPD immediately or within the next business day to provide the circumstance of the emergency • The CalTech STPD contact will review the circumstance and if approved, assigns the transaction an Authorization to Exceed Monetary Limits (Form 42) number. • Document the circumstance of the purchase. • Record the Form 42 number in the PA number box on the purchase document prior to issuing the purchase document.

4.11.3 Examples of Emergency Purchases

PCC section 10340(a) (1) allows for emergency purchases of non-IT goods without competitive bidding when the goods and services are necessary for the immediate preservation or protection of the public health, welfare, or safety.

- Example of emergency: A mudslide, caused by a flood, occurs on a highway and the crew must make an immediate purchase for supplies to clean up the mud.
- Example of a non-emergency: A department wants to purchase three (3) used bulldozers for routine forestry maintenance at a cost of \$492,000.00. The purchase saves the department an estimated \$260,000.00 when prices are compared to new bulldozer prices. Although it may be in the State's best interest to purchase the used equipment, it does not meet the definition of an "emergency".

PCC section 12102(a)(2) allows for emergency purchases of IT goods and/or services where immediate acquisition is necessary for the protection of the public health, welfare, or safety.

- Example: A server supporting a prison's security system fails, and the prison has to resort to a backup server. The server must be replaced immediately to ensure the safety of the population internal and external to the prison.
- Example of a non-emergency: A supplier does not meet a delivery date to supply a department director with a laptop, so the department wants to execute an immediate purchase of a laptop from another supplier. This is not an emergency purchase, as it does not pose an immediate threat to the public health, welfare or safety or an immediate threat to public property.

4.12 Exempt Purchases

For both non-IT and IT procurements competitive bidding is required unless there is a legally authorized basis for bid exemption. Key exemption categories are identified below:

4.12.1 Statutory Exemptions

- Contracts of less than \$5,000
- Contracts of less than \$5,000 where only per diem or travel expenses, or a combination thereof, are to be paid
- Interagency Agreements
- Contracts with other public entities
- Contracts solely for the purpose of obtaining expert witnesses for litigation
- Contracts for legal defense, legal advice, or legal services by an attorney or the attorney's staff
- Community Based Rehabilitation Program (CRP) contracts
- SB/DVBE Option Contracts
- Contracts for the development, maintenance, administration, or use of licensing or proficiency testing examinations
- Other Specific Statutory Exemptions designated on the STD 215 supporting the exemption

4.12.2 DGS Approved Exemptions

- Non-Competitive Bid (NCB) or Special Category Request (SCR)
 - NCB is a contract for non-IT or IT goods or services or both when only a single business enterprise is afforded the opportunity to provide the specific goods and/or services
 - SCR is similar to an NCB but involves a group of related contracts rather than a single contract

4.12.3 DGS Categorical Exemptions

- Contracts using a DGS Leverage Purchase Agreement
- Subvention and local assistance contracts (only when services are provided to the public and not specifically to a state agency)
- Maintenance agreements under \$250,000 per year for equipment that is under documented warranty or where there is only one authorized or qualified representative or where there is only one distributor in the area for parts and services under \$250,000 per year
- Contracts where the state is unable to compete and select a different contractor because a contractor has already been selected by a federal, state, city, county, or other regulatory entity to perform a service in a specific geographical area
- Public entertainment contracts for state-sponsored fairs and expositions
- Contracts that can only be performed by a public entity as defined in the Unemployment Insurance Code Section 605(b)
- Contracts for conference or meeting facilities, including room accommodations for conference attendees, not to exceed \$250,000
- Contracts for ambulance services (including but not limited to 911) when there is no competition because the contractor is designated by a local jurisdiction for the specific geographic region

- Contracts for emergency room hospitals, and medical groups, physicians, and ancillary staff providing services at emergency room hospitals, when a patient is transported to a designated emergency room hospital for the immediate preservation of life and limb and there is no competition because the emergency room hospital is designated by a local emergency medical services agency and medical staffing is designated by the hospital. This exemption covers only those services provided in response to the emergency room transport
- Contracts with health maintenance organizations (HMOs) through a cooperative agreement with the Centers for Medicare and Medicaid (CMS) to pay monthly premium payments for medical/Medicare eligible members, where services are essential or necessary for health and safety
- Proprietary subscriptions, proprietary publications and/or technical manuals regardless of media format, up to \$250,000. This includes access to *pre-existing* proprietary research data through a non-IT services contract, however “subscription: is not intended to include the performance of any personal services (such as, but not limited to, consulting, advice, research)
- Rental of proprietary postage meters if they are interfaced and intermembered with existing mailing equipment and there is only one authorized manufacturer’s branch or qualified dealer representative providing services for a manufacturer in a specified geographical area. This exemption applies only in circumstances where annual postage meter rental services are less than \$100,000
- Departmental memberships in professional organizations provided it is solely a membership and does not include the performance of any personal services
- Contracts for non-IT services training for state personnel if the cost of the training contract does not exceed \$50,000 and the cost of multiple training contracts with a single contractor does not exceed \$50,000 cumulatively in any 12-month period. The exemption is for pre-existing training course; it does not cover development of training or other personal consulting services. Agencies will not split contracts to avoid competitive bidding or other contract requirements. Agencies with recurring training needs should assess the cumulative amounts departmentally and generally should do out to bid if there are ongoing and/or department-wide needs

4.12.4 Conducting an Exempt Non-IT or IT Purchase

When the purchase is exempt from competitive bidding and/or the NCB justification process by statute or DGS policy, a non-IT or IT solicitation is developed using the appropriate template to obtain the quote from the supplier. The exemption justification must include the language and statute or DGS policy citation for the purchase. The cost reasonableness must be established in sufficient detail to ensure a fair price has been quoted. All documents and activities required in the Procurement File Checklist (Appendix G) under the “Exempt by Policy or Statute” column must be addressed and included in the Official Procurement File.

5 APPROVALS

5.1 Internal Approvals

The table below displays the internal procurement review and approval routing of all requests for Non-IT and IT Goods and Services and IT Consulting Services procurements.

Internal Procurement Review and Approval Routing Summary				
Approval Order	Title	Non-IT Goods and Services	IT Goods and Personal Services	IT Consulting Services
1	Deputy Director of Requesting Team/Office	✓	✓	✓
2	DMC Coordinator		✓	
3	Chief Technology Team Technology Infrastructure Group		✓	
4	Chief Information Officer (Only for IT purchases over \$100,000)		✓	
5	Lead Procurement Analyst Vendor Management Office – Procurement Section	✓	✓	✓
6	Procurement Analyst Vendor Management Office – Procurement Section	✓	✓	✓
7	Chief Vendor Management Office – Procurement Section	✓	✓	✓
8	Budget Manager Financial Operations Office	✓	✓	✓
9	Chief of Procurements/Assistant Deputy Director of Administration	✓	✓	✓
10	Deputy Director of Administration	✓	✓	✓
11	Leadership Team: All Deputy Directors Legal FI\$Cal Director FI\$Cal Executive FI\$Cal Executive Partners			✓

5.2 Desktop and Mobile Computing Policy (DMCP)

Since FI\$Cal is a reportable project, it does not need to meet the DMCP requirements as all IT purchases for desktop and mobile computing goods are a part of the SPR approved by CalTech. A copy of the CalTech approved SPR transmittal is included in a centralized file in

Suite 116 as documentation. Additionally, the FI\$Cal Financial Operations Office Manager signs off on all Purchase Requests (requisitions) to confirm the cost is within budget and coded properly. The Buyer also ensures the Purchase Request includes a justification for the acquisition.

When FI\$Cal is fully implemented and no longer a reportable project, the Technology Agency will delegate authority in lieu of requiring submittal of a Feasibility Study Report (FSR) to acquire desktop and mobile computer goods to FI\$Cal that (see SAM section 4989-4989.3):

- Have submitted acceptable Disaster Recovery Plans (DRP) or DRP certifications to the Technology Agency,
- Maintain compliance with all applicable State IT security provisions as defined in SAM section 4800, and
- Have appropriate plans for the use of desktop and mobile computing goods.

Under the Desktop and Mobile Computing Policy (DMCP) FI\$Cal may acquire desktop and mobile computing goods necessary to support programmatic functions and business needs may be acquired.

Note: This does not exclude FI\$Cal from continuing to establish and maintain appropriate standards for the purchase of desktop and mobile computing goods.

Under the DMCP, FI\$Cal acquires desktop and mobile computing goods necessary to support programmatic functions and base needs. SAM section 4989.2 identifies activities that are excluded from the DMCP and therefore must be justified under SAM 4819.3 through 4819.42.

The DMCP includes the acquisition and support of:

- Personal and laptop computers
- Personal digital assistants (PDAs)
- Peripheral equipment – printers, etc.
- Local Area Networks (LANs)
- Equipment and software commonly used to perform daily business transactions
- Software typically installed, such as word processing, spreadsheets, desktop database, and other non-modifiable off the shelf software (COTS)
- Mobile Phones

When FI\$Cal is no longer a reportable project to CalTech, FI\$Cal will designate a Desktop and Mobile Computing Coordinator. The coordinator must be knowledgeable about (a) desktop and mobile computing configurations; (b) state-level and FI\$Cal policies for the use of desktop and mobile computing commodities; and (c) the relationship between desktop and mobile computing and other uses of information technology with FI\$Cal.

The responsibilities of FI\$Cal's DMC Coordinator includes:

- Maintaining current specifications for the agency's desktop and mobile computing commodity standards;
- Assisting in the completion and review of any DMCP documents if required by the FI\$Cal's policies and procedures;
- Coordinating the acquisition of desktop and mobile computing commodities;

- Informing desktop and mobile computing users of available training and technical support capabilities; and
- Maintaining continuing liaison with FI\$Cal's IT management to ensure that: (a) proposed desktop and mobile computing applications are consistent with the FI\$Cal's established information management strategy and information technology infrastructure, (b) desktop and mobile computing configurations can support the implementation of other FI\$Cal applications.

5.3 California Department of Technology (CalTech)

The CalTech may decide to review specifications in procurement documents before they are advertised to ensure that the specifications are consistent with the functional specifications and system design in the FI\$Cal FSRs or SPRs. The CalTech's decision to review the procurement documents will be based on whether it believes FI\$Cal requires special oversight during the procurement process. Procurement documents that the CalTech determines are subject to its oversight under this section may not be released until the CalTech has approved their release. The CalTech will inform FI\$Cal of its intention to review the procurement documents in its FSRs and SPRs approval letters.

The Buyer coordinates approvals of procurement documents through the FI\$Cal Project Oversight Consultant provided by CalTech.

The transition of IT procurement authority for acquisitions that are part of a reportable IT project moved from the DGS to CalTech Statewide Technology Procurement Division (STPD), effective July 1, 2013. This section will be updated once DGS/PD releases updates to the SCM Volume 3.

Any IT good or service transactions that exceed or is expected to exceed FI\$Cal's delegated purchasing authority, by type, category/sub-category, or dollar threshold, must be submitted to CalTech STPD using a memorandum instead of a STD. 66 Purchase Estimate for CalTech STPD to conduct the procurement.

5.3.1 Purchase Estimate

Since FI\$Cal is a reportable IT project, all formal IT procurement requests are to be submitted to CalTech STPD using a memorandum. The memorandum shall include the same level of information that is required on the STD 66. Buyers should refer to the instructions provided on the last page of the STD. 66 to ensure complete and accurate information is provided in the memorandum.

[Click here](http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std066.pdf) for the [Purchase Estimate \(PE\) \(STD. 66\)](http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std066.pdf) for reference.

[Click here](http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std066A.pdf) for the [Purchase Estimate Continuation form \(STD. 66a\)](http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std066A.pdf) for reference.

The Buyer will work with the Requestor to ensure the memorandum provides backup documentation with the completed Procurement Checklist to be packaged and sent for the following Administration Office approvals:

1. VMO-PS Chief
2. Financial Operations Office Manager
3. Chief of Procurements/Assistant Deputy Director of Administration
4. Administration Deputy Director

The memorandum should be submitted to the CalTech STPD a minimum of 45 days prior to anticipated award date using one of the following options:

- Attach it to an e-mail and send the memorandum, descriptive information, supporting documents, and specifications to CalTech STPD at: technology.procurements@state.ca.gov
- Mail a copy to:
CalTech STPD
PO Box 1810, Mail Stop Y-12
Rancho Cordova, CA 95741-1810

Once the memorandum is received, CalTech STPD will enter the information into the eProcurement system. The Buyer can view and check status of purchase estimates/requisitions that have been entered by signing on to the eProcurement system through the [DGS/PD eProcurement web page](#).

The Purchase Order/Estimate Change Request (STD. 96) is used to request a change to a Purchase Estimate (STD. 66) submitted to the DGS/PD or to a purchase order issued by the DGS/PD.

5.4 Office of Technology Services (OTech), Statewide Telecommunications and Network Division (STND)

Buyers are required to use contracts issued by OTech/STND or mandatory-use strategically sourced LPAs issued by the DGS/PD to obtain voice and data services (e.g. CALNET 2). In particular, use the OTech/STND contracts that offer voice, data, video and internet services.

Buyers must use the STD. 20 Telecommunications Service Request. All STD. 20 forms for CALNET services must be completed, printed and then signed by the assigned Agency Telecommunications Representative (ATR) in the Business Services Office and faxed either to the AT&T Customer Sales Support Center (CSSC) at (888) 371-0200 or Verizon Business at (888) 322- 5638 or email VZB at calnet2-orders@verizon.com.

For CALNET 2 Consulting Services, a copy of the STD. 20 and the Statement of Work (SOW) are to be sent as a package from the Buyer to the Contract Customer Service Unit (CCSU) of the California Department of Technology, Statewide Telecommunications and Network Division (STND) for review and approval. STND CCSU staff will forward approved STD. 20 request and SOW to the appropriate CALNET 2 vendor. A copy of the STND approved STD. 20 request package will be sent to the requesting agency for their records. CALNET 2 vendors will not fulfill requests for CALNET 2 Consulting Services that are not approved by STND CCSU.

5.5 Department of General Services/Office of Legal Services (OLS)

Orders for non-IT services exceeding \$50,000 must be reviewed and approved by DGS/OLS before the Buyer issues a purchase document to the supplier. The timeframe is 10 business days. To request the review and approval of DGS/OLS, the Buyer must develop and submit the following to the assigned OLS Legal Counsel assigned to FI\$Cal:

- Transmittal Cover Letter
- STD 213
- Statement of Work
- STD 215 (including the GC 19130 (b) Exception Justification)
- Mission Critical Justification

- Reason for Lateness, if applicable

If the transaction is processed based on a non-IT master agreement, the Buyer must adhere to the routing information provided within the individual master agreement user instructions.

Effective January 1, 2011, pursuant to PCC section 12104(c) all IT RFPs shall be reviewed by CalTech and DGS prior to release to the public.

Upon FI\$Cal's request or as deemed necessary by DGS/PD, DGS/OLS will review RFPs. In these cases, RFPs shall be submitted to the DGS/OLS a minimum of 10 work days prior to anticipated release of the RFP to allow the DGS/OLS sufficient time for review and information exchange with FI\$Cal as needed in the review process. However, for complex RFPs, the Buyer should submit the RFP well in advance of the planned release date to allow sufficient time for review and to correct any problems.

5.6 DGS Surplus Property Program

FI\$Cal is required to utilize surplus furnishings whenever feasible and shall contact the DGS Surplus Property Program to determine if surplus property is available. Buyers must use the automated business management system to allow online web-based submission and approval of the following documentation:

- Property Survey Reports (STD.152),
- Transfer of Location of Equipment Reports (STD.158) and
- A real time listing of current property that is available at the 1700 National Drive warehouse in Sacramento.

Click here to access the [Surplus Property Program web page](#).

When FI\$Cal's functional needs cannot be met by the Surplus Property Program, then FI\$Cal must next consider if its needs can be met by the California Prison Industry Authority (CALPIA).

If FI\$Cal requires new modular systems (MSF) furniture and conventional furniture shall contact the Office of Fleet and Asset Management (OFAM) for reuse of surplus furniture. If the Buyer is notified by the OFAM that their requirements cannot be met by the reuse of surplus shall contact CALPIA. In the event that the OFAM or CALPIA cannot meet FI\$Cal's requirements, the Buyer may then purchase new MSF and/or conventional furniture. Documentation of the contacts with OFAM and CALPIA must be kept in the procurement file. For additional information see [Management Memo 11-01](#).

5.7 Office of Fleet and Asset Management (OFAM)

In accordance with GC section 13332.09, Buyers may not procure mobile equipment without first securing approval from the DGS/Office of Fleet and Asset Management (OFAM). Evidence of OFAM approvals must be documented in the procurement file.

Mobile equipment is defined in the OFAM State Fleet Handbook (OFAM Handbook) as: "Used for passenger and equipment transportation, construction or maintenance work, and is self-powered or easily moved (trailer or skid mounted). This includes sedans, station wagons, suburbans, carryalls, light utility pickups, vans under $\frac{3}{4}$ ton, jeeps, trucks, boats, and trailers."

The following motor vehicles and general use mobile equipment are subject to OFAM approval:

Mobile Equipment Type	Description
Motor vehicle	<ul style="list-style-type: none"> ▪ A vehicle that is self-propelled and registered by the Department of Motor Vehicles (DMV) for street use.
General use mobile equipment	<ul style="list-style-type: none"> ▪ Self-propelled mobile equipment ▪ Self-propelled mobile equipment registered by the DMV for off-road use. ▪ Vessels registered by the DMV for use on water. ▪ Vessels documented by the U.S. Coast Guard.
Surplus mobile equipment	<ul style="list-style-type: none"> ▪ Motor vehicles or general use mobile equipment that was previously owned or operated by any entity.

Note: Refer to DGS/OFAM Management Memo 13-01, *State Fleet Asset Oversight* for a complete listing of assets that require DGS/OFAM approval. Buyers are not required to obtain the OFAM's approval on the following fleet type assets regardless of being registered by the DMV or not:

- Golf Cart (if rated below 35 mph)
- Mower (self-propelled and 24 hp or less)
- Generator
- Mobile home and/or office (only if permanently parked, if moved see footnote)
- Indoor Forklift
- Pallet jack
- Personnel hoist or lift
- Agriculture or construction equipment pulled by a vehicle
- Other fleet-related equipment as determined by the OFAM
- Trailer (2,999 lbs GVWR or less)*

***Note:** Trailer pertains to small trailers only, and not the equipment mounted on trailers, e.g. generators, welders, signs, message boards, kettle pots, outhouses, etc. Assets carried on trailers such as: motorcycles, snowmobiles, ATVs, etc., are considered fleet assets and are referenced separately.

When purchasing mobile equipment, Buyers must submit the following to OFAM for approval prior to contract execution:

- A completed Purchasing Authority Purchase Order (STD. 65) or Purchase Estimate (STD.66) for replacement or additional vehicles.
- An approved Property Survey Report (STD.152) for replacement vehicles.

Note: In accordance with the OFAM Handbook, tires and batteries for mobile equipment must be purchased using the State's leveraged procurement agreements whenever possible.

Note: Mobile equipment repairs are considered non-IT services and cannot be purchased under FI\$Cal's purchasing authority. In addition, FI\$Cal may not modify and/or repair mobile equipment without OFAM approval if the modification/repair exceeds the OFAM-established dollar thresholds. When contracting for mobile equipment modifications/repairs, Buyers must

obtain OFAM approval when the transactions are expected to exceed specific dollar thresholds as established by OFAM. In addition to obtaining advance OFAM approval, when required, for vehicle modifications/repairs, Buyers must also get OFAM post approval once the modifications/repairs have been completed. All repairs and/or replacement of upholstery and glass require OFAM approval.

Buyers should consult the OFAM Fleet Handbook and the SCM, Vol. 1 regarding these services.

Buyers will submit completed forms and attachments to:
Office of Fleet and Asset Management
Attention: Statewide Equipment Coordinator
1700 National Drive
Sacramento, CA 95834

5.8 California Prison Industry Authority (CALPIA)

Penal Code Section 2807 requires Buyers to first consider PIA prior to purchasing furniture items from commercial suppliers. CALPIA offerings include the following:

CALPIA Product Categories	Product Examples
Bedding, Cleaning Products, Clothing & Textiles, Gloves, Flags, Shoes, Services, Modular Buildings	Mattresses & Pillows, Bar Soap, Janitorial/Kitchen/Laundry Chemicals, Green Seal Certified Chemicals, Flags, Signs, NFPA Wild land Gear, ANSI Garments, Highway Construction & Maintenance Garments, Institutional Garments, Hospital & Medical Garments, Optical Services, Dental Services, Portable Customized Buildings
Printing & Bindery Products, Signs & Decals	Binders, Portfolios, Files, Diploma Covers, Parking Placards, Printing Services, Plaques & Name Plates, Banners, Decals & Stickers, Metal Signs, Highway Signs
Furnishings, Open Office Systems, Metal Products	Office furniture Product Lines, Computer Furniture, Office Furniture, Residential Life, Seating, Storage, Tables, Accessories

Buyers must first evaluate CALPIA products (i.e. chairs, tables) prior to requesting a CALPIA exemption based upon a reasonable accommodation or medical exemption.

CALPIA is now providing pricing through the CALPIA Price List.

FI\$Cal may be granted a CALPIA exemption to procure goods from other sources when sufficiently justified. The CALPIA exemption process that Buyers must follow is listed below:

1. The Buyer contacts the CALPIA sales branch at (916) 323-2419 or accesses and completes the Exemption Request located at http://pia.ca.gov/pdf/General_info/General-State-Agency-Exemption-Form.pdf
2. The Buyer completes a CALPIA exemption request and mails it to:

CALPIA Sales Branch
560 East Natomas Street
Folsom, CA 956340-0040

Note: Expedite requests may be faxed to (916) 322-1184, however, expedites must be justified and a hard copy of the exemption request with original signatures is required prior to CALPIA approval.

3. All exemption requests will be faxed back to the Buyer. Copies of the exemption request approved by CALPIA must be retained in the procurement file as proof of exemption determination. Documentation of only the CALPIA exemption number is insufficient to comply with the exemption documentation requirement.
4. The CALPIA Sales Representative will contact the Buyer when an exemption request is denied. The denied exemption request with original signatures will be sent to the department.

Buyers must use the [Purchase Order \(STD.65\)](#) to execute CALPIA purchases. The STD.65 must detail the catalog item number, description, unit price and extended dollar amount. Calculate the total amount of the purchase document and issue the STD.65 (contractor-original and packing slip copies) to:

By mail:

California Prison Industry Authority
Attn: Customer Service
560 East Natomas Street
Folsom, CA 95630-2200

Or by Fax:

Attn: Customer Service
(916) 358-2660

Electronic: FI\$Cal can utilize CALPIA's online catalog purchases at www.calpia.ca.gov

Note: It is not necessary for Buyers to check any information located within the Terms and Conditions block of the STD.65 as this information is not applicable to PIA purchases.

- Do not include sales, use or federal excise taxes, as they do not apply.
- Payment terms are "net 45 days"
- Contact CALPIA, Customer Services for FOB point and delivery due dates.

5.9 Community-based Rehabilitation Program (CRP)

Buyers may purchase products and services from rehabilitative or sheltered workshops pursuant to Welfare and Institutions Code (WIC) section 19403. In accordance with WIC 19404, purchases using these programs are exempt from advertising requirements, conducting a competitive bid and dollar threshold limits. These transactions are also exempt from the non-competitively bid (NCB) contract requirements. However, Buyers must document the procurement file to support that the price offered by a community rehabilitation program is fair and reasonable.

5.10 DGS Real Estate Services Division (RES D)

The DGS/RES D has the statutory authority for the acquisition of real estate property. Prior to acquiring space, property and/or facility design services, the Buyer must contact RES D. The Buyer may submit requests through [Global CRUISE](#). RES D will provide approval or delegate approval to FI\$Cal to move forward with the acquisition provided that the lease term does not exceed three years and the annual rental does not exceed fifty thousand dollars (\$50,000). Upon approval, the Buyer may proceed to obtain FI\$Cal approvals of the contract.

Click here to access the [RES D web page](#).

5.11 DGS Records and Information Management (CalRIM)

The state records program, CalRIM, assists state agencies in achieving an efficient records management program; providing leadership and oversight by establishing guidelines including

the management of electronic records. CalRIM provides consultations to evaluate the effectiveness of existing programs or to assist in the establishment of new records programs. CalRIM approves and maintains all State agency Record Retention Schedules.

CalRIM provides the following services:

- Consultations with CalRIM staff in the development of records retention schedules, transfer of authority of records series, provisions for vital records protection, and other aspects of records management with the intent to develop an organized and workable Records Management plan.
- Semi-annual meetings are conducted for all state records coordinators and interested staff to inform, clarify, share, and discuss program policies, procedures, concerns and issues in a round table setting. Also, Guest speakers present the latest information on technologies available for records and document management
- Customer representation in the development and competitive bidding process related to Master Service Agreements (MSA's) and California Multiple Awards Schedules (CMAS) in the records and document management field. These established contracts offer a streamlined process for an agency by providing expert consulting services at the lowest competitive price.
- Development of guidelines for managing electronic records, and ongoing maintenance of records retention rulemaking files for common use records.
- Monthly training class provides the Records Management Coordinator assistance in the development, preparation and maintenance of Agency Records Retention Schedules.

Prior to the purchase or rental of any file, microfilm, optical disk and/or records destruction equipment, Buyers must review and coordinate the purchase activity through the FI\$Cal Records Manager in accordance with the DGS California Records and Information Management (CalRIM) manual.

Click here to access the [DGS CalRIM web page](#).

5.12 California Department of Human Resources (CalHR)

GC section 19131 requires Buyers to notify CalHR of the intention to execute a personal services contract meeting Government Code Sections (GC) 19130 (a) prior to award. For personal services contracts meeting GC 19130 (b), CalHR review is not required; however, the Government Code 19130(b) Exception Justification Template (Appendix E) must be completed by the Requestor, reviewed by the Buyer, approved by the FI\$Cal Human Resources Office (if 19130[b][3] is used), and retained in the official procurement file. The Human Resources Office has three days to review and approve the GC 19130(b) Exception Justification Template (Appendix E) and provide a response back to the Buyer.

GC section 19130 (b) permits contracting for personal services when any of the requirements of GC section 19130 (b) are met.

Contracts to be awarded on the basis of GC section 19130 (b) are sent for review to the organization(s) that represent the state employees who perform the type of work being contracted out.

Additionally, FI\$Cal must provide the designated exclusive representative copies of personal services contracts, RFPs, IFBs, STD. 215/agreement summary or FI\$Cal's equivalent that call

for personal services found in the bargaining unit. The designated exclusive representatives are found in the Policy Memo - "Contracting Out Update" on CalHR's website.

When a FI\$Cal requests approval from the DGS for a contract let under GC 19130(b), FI\$Cal shall include with its contract transmittal a written justification (STD.215 or department's equivalent form) that includes specific and detailed factual information that demonstrates how the contract meets one or more of the conditions specified in GC 19130(b) See www.calhr.ca.gov.

For each personal service and/or consulting service transaction, regardless of purchasing approach or category utilized (i.e. competitive, LPA, etc.), FI\$Cal must prepare and retain in the procurement file all data and information relevant to the contract and necessary for a specific application of standards set forth in GC 19130 in the event that the CalHR's review is requested. For standards of review see PCC 10337.

5.13 Office of State Publishing (OSP)

GC section 14612.2 requires Buyers to solicit OSP for printing projects. Buyers will work with the OSP customer services representative assigned to FI\$Cal. The Buyer must place the order with [OSP online](#) using the STD 67. All documentation must be kept in the procurement file. FI\$Cal primarily uses the OSP for Digital Print and Mass Mail services and Interagency Mail services.

Contracts awarded by FI\$Cal for printing work are personal services within the meaning of GC §19130. FI\$Cal must comply with GC §19130 in contracting out for printing services. Prior to contracting out for printing services, the Buyer must contact the DGS Office of State Publishing (DGS/OSP) to determine if DGS/OSP can perform the work. Any contract for printing services must be supported by a written exemption from DGS/OSP. For additional information, see Management Memo 07-06 including Attachments (referencing a court ruling finding GC section 14612.5 to be unconstitutional).

Buyers should be aware of MOU provisions which require advance notice to potentially affected unions. See, e.g., Bargaining Unit 1 MOU §14.8.C which requires that departments provide a copy of an IFB or RFP to a designated union representative at the time of posting, if the proposed contract calls for services provided by that bargaining unit.

5.14 Department of Public Health (CDPH) - Bottled Water Requirements

Bottled drinking water may be purchased if it is determined that FI\$Cal's building water supply does not meet standards set by the California Department of Public Health (CDPH) for the State leased facility that FI\$Cal resides in, or where the DGS/Real Estate Services Division has determined that the cost of connecting a drinking fountain to the building water supply renders it impractical. Buyers will work with the Business Services Office to obtain documentation from the CDPH and/or local city, county environmental management department(s), and/or DGS/RESD to be maintained in the procurement file.

5.15 Department of General Services/Procurement Division (DGS/PD)

Any non-IT goods or services and non-IT or IT leveraged procurement agreement transactions that exceed or is expected to exceed FI\$Cal's delegated purchasing authority, by type, category/sub-category, or dollar threshold, must be submitted to DGS/PD on a Purchase Estimate (STD. 66).

5.15.1 Purchase Estimate

All non-IT goods or services and non-IT or IT LPA formal procurements requests are to be submitted DGS/PD using a STD. 66 for DGS/PD to conduct the procurement. Buyers should refer to the instructions provided on the last page of the STD. 66 to ensure complete and accurate information is provided.

[Click here](http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std066.pdf) for the [Purchase Estimate \(PE\) \(STD. 66\)](http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std066.pdf) for reference.
(<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std066.pdf>)

[Click here](http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std066A.pdf) for the [Purchase Estimate Continuation form \(STD. 66a\)](http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std066A.pdf) for reference.
(<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std066A.pdf>)

The Buyer will work with the Requestor to ensure the Purchase Estimate provides backup documentation with the completed Procurement Checklist to be packaged and sent for the following Administration Office approvals:

1. VMO-PS Chief
2. Financial Operations Office Manager
3. Chief of Procurements/Assistant Deputy Director of Administration
4. Administration Deputy Director

The completed and approved STD. 66 should be submitted to the DGS/PD a minimum of 45 days prior to anticipated award date using one of the following options:

- Attach it to an e-mail and send the PE, descriptive information, supporting documents, and specifications to IAU@dgs.ca.gov.
- Fax the form to (916) 375-4469.
- Mail a copy to:
DGS/Procurement Division
Attn: Intake and Analysis Unit, Attn: Wilson Lee/Mary Lam
707 3rd Street, 2nd Floor
West Sacramento, CA 95605

Once the Purchase Estimate is received, DGS/PD will enter the information into the eProcurement system. The Buyer can view and check status of purchase estimates/requisitions that have been entered by signing on to the eProcurement system through the DGS/PD [eProcurement web page](#).

Note: Refer to memorandum on Fiscal Year Deadlines for Receipt of Purchase Estimates on the DGS/PD [One-Time Acquisition website](#).

The Purchase Order/Estimate Change Request (STD. 96) is used to request a change to a Purchase Estimate (STD. 66) submitted to the DGS/PD or to a purchase order issued by the DGS/PD.

Additional information and the Purchase Order/Estimate Change Request (STD. 96) can be found at the DGS/PD One-Time Acquisitions web page under Purchase Orders.

5.16 IT Risk Criteria

The risk evaluation guidelines and financial protection measures have been developed to protect the best interest of the State pursuant to PCC section 12112. These guidelines and protections are effective as of March 19, 2008 and must be applied to all IT goods and/or services solicitations valued at and above \$1,000,000. Solicitations valued under \$1,000,000 may comply with the risk evaluation guidelines and financial protection measures.

5.17 Legislative Reporting for IT Projects, Software Licensing and Amendments

Pursuant to the Budget Act of 2012, certain contracts associated with IT projects, statewide software licensing agreements, and associated amendments must be reported to the Legislature. With some exceptions, reporting must be made prior to entering into a contract or agreement that exceeds specific dollar thresholds approved for the project or the statewide software licensing business proposal. Control Section 11.00 and 11.10 reporting allows the Legislature an opportunity to review future funding obligations and enterprise license commitments before they are made.

Refer to the Budget Letter 12-14 for details.

6 LEVERAGED PROCUREMENTS AGREEMENT (LPA)

The LPAs were established to streamline purchases by removing repetitive, resource intensive, costly and time consuming bid processes. LPAs offer non-IT and IT goods and services that have been competitively assessed, negotiated or bid and are structured to comply with State procurement codes, policies, and guidelines, providing for maximum contractual protection.

While LPAs are exempt from advertising, the use of LPA contracts does not exempt FI\$Cal from adhering to all applicable laws, regulations, codes, and policies relative to State contracting and procurement requirements. This includes but is not limited to conducting and executing all applicable planning activities, pre-procurement approvals, Government Code section 19130 civil service considerations, contract approvals, prompt payment requirements, and receiving activities.

Architectural, engineering and environmental services, legal services, and public work activities are excluded.

LPA contracts include “user guides” or “ordering instructions” with supplements that are unique to a particular LPA program and/or contract. These instructions are commonly referred to as “user instructions” and should be reviewed within each LPA contract. The user instructions will include the minimum/maximum order quantities for that specific LPA.

For questions, contact the DGS/PD contract administrator as identified in the individual LPA contract.

An acceptance testing period may occur over a period of time and that span of time must be documented within the competitive solicitation or LPA RFO to describe how the performance will be measured and how acceptance of the good or service will be defined and accomplished. The acceptance requirement must also be carried through the purchasing process into the executed purchase document.

Leveraged Category	IT Goods & Services Dollar Thresholds	Non-IT Goods Dollar Thresholds	Non-IT Services Dollar Thresholds
California Multiple Award Schedule (CMAS)	\$500,000	\$100,000	\$250,000
Software License Program (SLP)	\$2,000,000	N/A	N/A
Statewide Contract (SC)	Unlimited	Unlimited	N/A
State Price Schedule (SPS)	\$100,000	\$200,000	N/A
Master Agreements:			
▪ Purchase/Price Agreements (MPA)	\$500,000	\$500,000	N/A
▪ Service Agreements (MSA)	\$1,500,000	N/A	\$500,000
▪ Rental Agreement (MRA)	\$500,000	N/A	\$100,000

6.1 Threshold Exemptions

Exemptions to the CMAS may be considered on a case by case basis. Exemptions to the SPS dollar thresholds are not allowed.

Exemptions to the SLP and MA maximum dollar thresholds may be considered as described within the individual SLP and MA user instructions and by obtaining the approval of the DGS/PD.

When requesting an exemption to the SLP maximum dollar threshold a Software License Program Exemption Request (SLPER) form must be completed and forwarded to the DGS/PD. See Section C of this chapter for further details.

When requesting an exemption to the MA maximum dollar threshold a “Master Agreement Exemption Request to exceed \$1,500,000 Limit” ([MAER form](#)) must be completed and forwarded to the DGS/PD.

Step	Description
1	Submit a MAER to exceed \$1,500,000 to the DGS/PD. The MAER must be completed in its entirety and signed by both the PCO and PAC. The MAER form can be obtained by contacting the DGS/PD at pams@dgs.ca.gov .
2	If the request is approved, a MAER number will be assigned that must appear on all RFO related documentation.
3	The RFO must be submitted to the DGS/PD for review and approval before the RFO is released to MA contractors. Note: This process is repeated each time there is a need to modify the RFO.
4	Upon receiving RFO approval, the RFO may be released to MA contractors.
5	All qualified MA suppliers must be contacted, unless otherwise specified within the respective MA user instruction.
6	After offers are received, the Assessment Team may proceed with the selection process.
7	Before contract award the following documentation shall be submitted to the DGS/PD: <ul style="list-style-type: none"> • The final RFO including all addenda; • All RFO responses submitted; • The purchase document; and, • The Evaluation and Selection Report for concurrence of intended awardee.
8	Upon review and approval of the MA intended awardee, an approval letter will be issued by the DGS/PD concurring with the supplier selection recommendation.
9	Upon receiving the approval letter from the DGS/PD, the selection may be made and the order executed.
10	The ordering department is required to send a copy of each MA purchase document to: Department of General Services Procurement Division-Purchasing Authority Management Section 707 Third Street, 2 nd Floor, Second Floor South West Sacramento, CA 95605
11	All documentation must be retained in the procurement file.

6.2 Mixing of LPAs

Offers may not be mixed from different types of LPAs (non-IT and IT) to execute a single order. LPA categories (CMAS and MA) cannot be combined to solicit offers and select a supplier.

6.3 LPA Language Usage

Because offers received from LPA suppliers are restricted to that category, solicitations are not considered competitive and as such, must be worded carefully. Avoid using “bid,” “quote,” and “evaluation,” instead use “offer” and “comparison”.

Buyers shall be sensitive to avoid using words that imply competitive bids. When obtaining offers using a written document, refer to the document as an RFO. Buyers must not include competitive solicitation language regarding SB preference, protest, intent to award, evaluation criteria or advertising requirements. Since MA and CMAS RFOs are not considered competitive solicitations, the two-envelope evaluation process or include protest language must not be used.

6.4 Achieving Best Value Using LPAs – Seeking Multiple Offers

Buyers shall seek multiple offers whenever multiple suppliers are known to exist unless otherwise directed by individual contract user instructions, policies and/or statutes or identified as an “exempt” contract on the Statewide Checklist. Buyers shall ensure multiple offers include only SB/DVBE suppliers whenever possible.

6.5 Best Value

Most LPAs require the selection of a supplier to be based upon a “value effective” concept, or as commonly referred to within the LPA processes as “best value”, when there are multiple providers of goods and services. “Best value” relates to requirements and supplier selection criterion or other factors for a particular transaction that is established by FI\$Cal to ensure that its business needs and goals are effectively met and that the state obtains the most value. Regardless of other criteria used, cost must always be a factor. Compare offers received using the pre-determined criteria. Document the selection rationale in the official procurement file. For the purposes of this section, best value will refer to the concept of making value-effective acquisitions. LPAs that have been identified as “exempt” from obtaining multiple offers are not required to document best value unless otherwise directed by the individual user instructions.

Buyers shall validate the prices offered are within the LPA contract pricing as they have been previously competitively assessed, negotiated and accepted by the State.

6.6 Contract Award Using Best Value

To determine supplier selection using best value, the following minimum steps are required.

- Define business requirements for inclusion in the RFO.
- Obtain a copy of the LPA contract from each contractor solicited.
- Review the contracts in context with the RFO requirements and contractor offers.
- Compare contracts and offers with those from other contractors.
- Award to the offer with documented “best value” meeting requirements.

Include the supplier selection rationale and the related documentation that supports the selection in the official procurement file.

6.7 Less Than Three Offers

If less than three offers are received, the Buyer will contact non-responding suppliers to determine why a response was not submitted. When possible, the Buyer will obtain the information via email for use as file documentation.

For CMAS orders for IT goods and services exceeding \$5,000, the Buyer shall:

- Obtain 3 offers, including one CA certified SB and/or DVBE (if available)
- Document responses
- Execute Purchase Document per the contract user instructions

Unless otherwise directed by either the LPA user instructions or the LPA being used is exempted from obtaining three offers, Buyers must document the official procurement file in sufficient detail to support the supplier selection as follows:

If the Buyer solicits three (3) offers and receives:	Then the Buyer shall document the official procurement file with the reasons why
One (1) offer	The other two (2) suppliers did not respond.
Two (2) offers	The third supplier did not respond.

6.8 Only One Source Listed

If only one supplier is listed in the LPA category then multiple offers cannot be received.

When multiple offers cannot be obtained, the Buyer shall:

- Conduct a competitive solicitation, if suppliers are known to exist outside of the LPA programs, or
- Execute the response as an NCB contract if no other sources are known outside of the LPA program being used or
- Execute the response as a transaction that is exempt from obtaining multiple offers by either statute or policy and document the official procurement file in sufficient detail to support the basis of the exemption.

6.9 Non-IT Services Exceeding \$50,000

Orders for non-IT services exceeding \$50,000 must be reviewed and approved by DGS-OLS before issuing a purchase document to the supplier. If the transaction is processed based on a non-IT master agreement, the Buyer must adhere to the routing information provided within the individual master agreement user instructions.

6.10 Applicable Codes, Policies and Procedures

Buyers using LPA contracts are still obligated by all applicable laws, regulations, codes, and policies relative to state procurement requirements.

6.11 Administrative Fees

LPA administrative fees, if applicable, are identified within the DGS State Price book and/or described within the LPA user instructions. Buyers must first review the LPA user instructions to determine if the administration fees are to be included or excluded in the price offered by the suppliers. If no language addresses the fees in the LPA user instructions, contact the Buyer will contact the DGS/PD Contract Administrator to verify if the fees need to be included or excluded in the price offered by the suppliers.

6.12 Reporting Requirements

LPA reporting requirements are described within the specific LPA contracts and corresponding user instructions.

6.13 Copy of the LPA Contract

Buyers shall obtain a complete copy of the LPA contract and all applicable supplements to the contract to be used. Buyers shall read through the specific LPA contract and corresponding user

instructions to understand the parameters for using a particular LPA including limitations and/or restrictions (if any), contracting process, requirements, how to secure pricing, and how to ultimately execute the proper purchase document to complete a transaction.

FI\$Cal must obtain a copy of the LPA contract to be used for the following reasons:

- Validate the contractor is authorized to sell.
- Determine warranties, guarantees, maintenance provisions, good return policies, bond requirements, travel costs, etc.
- Determine if goods and services are available on the contract.
- Determine which goods and/or services are specifically excluded.
- Determine if prices quoted are at or below contract rates.
- Determine if additional approvals, forms, filings, etc., are required.
- Obtain contractor's signed STD. 204.

LPA contract prices for goods and services vary from category to category. Some LPA prices are maximums and negotiating for lower prices is recommended. Others are fixed price and negotiation is not allowed. Some LPAs require the Buyer to conduct an RFO from amongst an authorized supplier pool identified within the individual contract. Because of these variables, Buyers are required to confirm that the goods, services and prices are included in the contract and that the prices are at or below contract rates. This is accomplished by obtaining a complete copy of the LPA contract before executing any purchase documents.

6.14 Location of Entire Contract

Buyers shall ensure that if the LPA contract is too large to retain in the official procurement file, reference is made as to the exact physical location of LPA agreements and the number of folders it is contained in.

6.15 Standard Purchase Document

Most LPA orders are executed using a STD. 65 at (<http://fiscalproject/admin/vmo/procure/SharedDocuments/STD65%20Purchase%20Order%20Template.xls>). Other LPA orders require the STD. 213 at (<http://fiscalproject/admin/vmo/procure/SharedDocuments/STD%20213%20Standard%20Agreement%20June%202003.doc>). Buyers must read the user instructions provided by the individual LPA contract to determine the appropriate purchase document to be utilized.

6.16 SB/DVBE Consideration

Buyers shall always consider SB/DVBE participation options first in all solicitations.

6.17 SB/DVBE Sub-contracting Participation Tracking

The LPA contractor will provide the Buyer with the name of the certified SB/DVBE and the dollar amount applied towards the goal.

6.18 SB/DVBE Verification

Buyers shall perform inquiries through DGS' database to verify SB/DVBE status at <http://www.dgs.ca.gov/pd/Programs/eprocure.aspx>. Certification data must be printed and maintained within the official procurement file. In addition, the Buyers shall validate the participation percentages and duties performed by SB/DVBE subcontractors by requiring a completed GSPD 05-105 Bidder Declaration.

6.19 Disputes

If a supplier dispute occurs, FI\$Cal shall first attempt to resolve complaints or disputes informally. Buyers shall immediately inform the FI\$Cal PCO/FI\$Cal PAC. If a dispute cannot be resolved through the FI\$Cal PCO/FI\$Cal PAC, the dispute may be elevated to the DGS/PD contract administrator as identified in the individual LPA contract or to the DGS/PD Dispute Resolution Office.

6.20 Conduct a Supplier Comparison

Buyers shall use a written RFO and must document all LPA contractors that were contacted, provide a recap of their offers and record how the selection was made, including criteria for determining “best value”.

6.21 Documenting Results of an LPA Offer

As with other solicitation documentation, Buyers must document all LPA suppliers that were contacted, provide a recap of their offers and record how the selection was made, including criteria for determining “best value”.

6.22 Amending an LPA Purchase Document – Non-IT and IT Goods and Services

Original orders, which included options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. Amendments must also be executed for contractor name changes that have been authorized in the LPA contract. If the original order did not evaluate options, then the NCB process must be followed for the amendment. Incidental omissions such as name and address changes, do not require an NCB. On the [STD. 213A](#) and the [STD. 65](#), the agreement number and the amendment number must be recorded within the respective boxes located in the upper right corner of the document.

6.23 Amendments Unique to Non-IT Services

Original orders which include options for changes (e.g., quantity or time) may be amended. This only applies to the first amendment, the time shall not exceed one year, or add not more than 30% of the original order value, not to exceed \$50,000. The original contract must have permitted amendments. Outside of these conditions, the NCB process must be followed. As above, incidental omissions such as name and address changes, do not require an NCB.

6.24 Original Transaction Valued Less Than \$5,000

Unless otherwise instructed by LPA user instructions, the NCB process must be followed if an amendment will cause the original transaction amount to exceed \$4,999 and the original transaction was awarded using fair and reasonable methodology.

6.25 State Contract Procurement Registration System (SCPRS)

Any and all purchase documents valued over \$5,000 shall be registered by the Buyer using their sign-on and password in [BidSync](#) regardless of the contract type. This includes, but is not limited to grants, subvention contracts, and exempt contracts. After the Buyer is logged on, select or complete the following fields:

Select “Create New SCPRS Entry”

“Agency Billing Code”—enter 10002

“Purchase Document #”—enter the PO/(Contract) Standard Agreement number

“Cal Card”—no entry

- “Blanket PO”—no entry
- “Acquisition Type”—Non-IT Services or Non-IT Goods or IT Services
- “Acquisition Method”—enter from the drop down menu
- “Date of Purchase”—enter the date of the PO or the beginning date of the term of the for the (Contract) Standard Agreement
- “I-Bond”—no entry
- “Buyer Contact”—perform a search for your sign on name, select for entry
- “Special Instructions”—enter information, if applicable
- “Attachments”—optional area, may upload documents for suppliers to view
- “Funding”—no entry
- “Supplier”—perform a search for the supplier on the PO/Contract, select for entry
Click the radial button to the left of the supplier’s name that shows “Yes” in the “Approved” area and a “thumbs up” in the first column, then click “Add” at the bottom of the menu. If not approved, the eProcurement may not allow selection of the supplier.
- “LPA Contract”—if applicable, select “Add LPA Contract”. When the menu pops up, left click on the contract number to sort the list in numeric sequence by LPA Contract Number. After the system performs the “re-sort”, find the LPA Contract Number and click “Select” in the column to the left of the Contract Number. “Fiscal Year Data Start Date”— enter the date of the PO or the beginning date of the term for the (Contract) Standard Agreement
- “Fiscal Year Data End Date”—enter the fiscal year end date for the PO (e.g. 6/30/2014) or the end date of the term for the (Contract) Standard Agreement
- “Fiscal Year Data Fiscal Year Totals”—enter the amount to be encumbered for each fiscal year. If the fiscal year has no encumbrance amount, enter “0.00”. After all fiscal year areas are filled, select “refresh fiscal years”.
- ITEMS—Select “Add Item” (Shown in the lower area next to “Update Order” and “Reset”)
- “Item Title”—enter brief title for the PO items in total or enter the type of consulting services in the (Contract) Standard Agreement
 - “Product Code”—optional field, usually no entry is placed in this field
 - “Unit”—using the drop down menu, select the most appropriate unit description. If making a summary entry for the entire PO/Contract, select “each” for the quantity of “1”.
 - “Quantity”—enter the quantity for the line item(s)
 - “Amount”—enter the dollar amount for the line item(s). If entering the entire PO/Contract as a single line item, enter the amount not including tax or shipping and handling. If there is no tax or shipping and handling in the PO/Contract amount, enter the total amount.
 - “Description”—enter a brief description of the service (e.g. Schedule Consulting Services)
 - “Classifications”—left-click “Select Classifications”. Enter the UNSPSC number (if known) or enter the classification.
After left-clicking to place a check mark in the selected classification box(es), select “Add Selected>>”
 - “Next Item>>”—left-click if there are more line items to enter
 - “Done”—left-click if all line items are entered to return to the “ITEMS” area.
- Account Codes—The following areas are used for entries:
- “Bill Code”—enter the index number
 - “Cost Center”—enter the PCA number
 - “Object Code”—enter the 3-digit object code
- Extra Fields—The following areas are completed when applicable:
- “Installation”—enter 0.00

- “Flat Fee”— enter 0.00
- “Taxable Items Sales Tax”— enter 0.00
- “Misc Fuel Tax”— enter 0.00
- “Shipping/Handling”— enter 0.00

The eProcurement automatically calculates the “Total Amount” and populates the area at the bottom. It also validates that the total of the Fiscal Years equals the total of the Items and Extra Fields. If the Fiscal Years total does not equal the Grand Total-Total Amount, the entries must be revised to make them equal, then select “Update Order”.

“Confirm Order”—Once the Fiscal Years and Grand Total Amounts are equal, enter your eProcurement password then select one of the following options:

- “Submit”—left click if all entries are completed and a SCPRS number is generated
- “Save for Later”—left click if more entry is needed but the PO/Contract information needs to be saved for future revisions
- “Cancel”—left click if the entry completed so far should be deleted
- “Orders”—left click if other orders entered by the “Username” need to be accessed.

If “Submit” was selected, the eProcurement provides a menu showing the PO/Contract entry just completed, select the PO/Contract number entered.

If the supplier’s signature is not required on the purchase document and DGS or CalTech prior approval is not required, the registration number assigned by the System must be entered prior to issuing the order to the supplier. For purchase documents requiring the supplier’s signature DGS or CalTech approvals, the registration number is entered on the documents after all required approvals.

Most purchase documents have been revised to accommodate the SCPRS number commonly located in the top right side of the forms. If a purchase document has not been revised to include the SCPRS box, the Buyer must manually record the SCPRS number in the top right side of the form.

Note: If an original transaction was valued at \$5,000.00 or less and an amendment results in increasing the transaction to over \$5,000.00, both the original transaction and the amendment must be entered in SCPRS.

6.26 Buyer Review Checklist for LPAs

FI\$Cal adheres to applicable state laws, policies, and procedures for LPAs. Buyers use an established process to help ensure that all appropriate steps are considered in LPA procurements.

Leveraged IT Procurement Checklist

✓	Description	Performed By	Systems and Forms*	Notes
	Pre-Solicitation			
	Obtain PCO approval Procurement Request Form, and 19130 Exemption Justification Form and file in official procurement file	Requestor and/or Buyer	19130 Exemption and Justification Form	Equal to or greater than \$100K

	Request DGS exemption	Buyer	DGS Exemption Request Letter	Contract Over \$500,000; except CMAS
	Establish timeframes and finalize purchasing documents	Requestor and Buyer		
	Obtain DGS approval of solicitation documents	Buyer	SOW, RFO evaluation criteria, product specs	Contract Over \$500,000 needing DGS exemption
Solicitation				
	Select valid supplier pool from on-line sources	Requestor and/or Buyer	LPA lists Known suppliers from prior experience	
	Send solicitation packet to suppliers	Buyer	Email	
	Coordinate supplier questions regarding solicitation package	Buyer		
Pre-Award				
	Receive supplier responses and verify for completeness	Buyer	Administrative MQs in evaluation criteria	
	Evaluate supplier technical responses	Evaluation Team	Published evaluation criteria	Best Value for CMAS
	Coordinate interviews	Buyer		Consulting Services-- Buyer must be present
	Schedule goods demonstration	Buyer		Goods, if applicable
	Review best value offer demonstration	Requestor, Buyer		Goods, if applicable
	Document Selection Results	Buyer	Administrative review Technical review Interview notes Scores Selection Report Contract summary (includes procurement summary information)	
	Review and approval	FI\$Cal PCO and PCA		
	Route Selection Results to DGS for approval	Buyer	Evaluation package	Contract Over \$500,000
	Gather required documents from supplier	Buyer	STD. 204 Payee Data Record Contractor Certification Clauses (CCC)	If supplier is new to FI\$Cal
Award				
	Generate PO	Buyer	STD. 65 or STD. 213	

	Route for internal signatures	Buyer	Evaluation Package Contract Summary FI\$Cal Approval -Route Slip STD. 65 or STD. 213	
	Enter data to DGS SCPRS	Buyer	SCPRS	Contract Over \$5,000
	Send PO/contract to supplier and control agencies	Buyer	STD. 65 or STD. 213	
	Send PO/contract to Contract Manager and Requestor	Buyer	STD.65 or STD.213	
	Complete Fair Employment & Housing	Buyer	STD. 16	Contract Over \$5,000
	Receive good/ enter into asset tracking	BSO/ITAM		
During Contract				
	Approve replacements or additions to contract	Contract Manager and Buyer	Contractor Staff Substitution Request Form (See Appendix F)	
	Issue PO/contract revisions	Requestor and Contract Manager	Amended PO	
	Resolve invoice issues	Contract Manager and Requestor		
	Resolve contract issues	Requestor, Contract Manager, Legal		As applicable
	Process 'for cause' termination letters (DGS must initiate 'for convenience' terminations)	Buyer, Contract Manager, Legal		Elevate as necessary
	Determine need for and draft contract amendments	Requestor	SOW	
	Process contract amendments	Buyer and Contract Manager	Amendments	
	Monitor contract	Requestor, Contract Manager		
Upon Contract Closure				
	Evaluate contract performance	Requestor	Contractor Evaluation STD. 4	
	File contract documentation for long term storage, 3 years after contract ends	Requestor and Buyer		

*Assumes all documents are part of the official procurement file.

6.27 California Multiple Award Schedule (CMAS)

Refer to: <http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx>

The CMAS program was established in May 1994. CMAS contracts are established with numerous suppliers for a variety of IT and non-IT goods and services that have been competitively assessed, negotiated, or bid primarily, but not exclusively, by the federal General Services Administration. CMAS contracts incorporate State terms and conditions.

In summary, CMAS contract prices for goods and/or services are maximums. Buyers should attempt to negotiate lower prices. No CMAS order may be executed by FI\$Cal that exceeds CMAS maximum dollar thresholds. CMAS orders valued less than \$5,000 may be executed without obtaining multiple offers if fair and reasonable pricing has been established and documented. Documentation to support fair and reasonable pricing must be retained in the official procurement file. The Buyers shall decide if CMAS is the appropriate type of LPA contract. Buyer requirements for conducting and executing a CMAS order are summarized in the following table.

6.27.1 CMAS Requirements

CMAS Order is for:	And Dollar Threshold is:	The Buyer Must:
Non-IT goods	\$5,000 - \$100,000	Obtain 3 offers, 1 from SB or DVBE, if available. Document responses and execute purchase document.
Non-IT services	\$5,000 - \$50,000	Obtain 3 offers, 1 from SB or DVBE, if available. Document responses and execute purchase document.
	\$50,000.01 - \$250,000	Obtain 3 offers, 1 from SB or DVBE, if available. Document responses. Prior to purchase document execution: Complete Summary Agreement – STD. 215 Complete purchase document/attachments Complete copy of CMAS supplier contract Assessment and selection document Copies of all supplier responses to RFO Copy of RFO
IT goods and services	\$5,000 - \$500,000	Obtain 3 offers, SB or DVBE only, if available. Document responses and execute purchase document.

6.27.2 Amendments Unique to CMAS Non-IT Services

Original orders which include options for changes (e.g. quantity or time) may be amended. This only applies to the first amendment, the time shall not exceed one year, or add not more than 30% of the original order value, not to exceed \$250,000. The original contract must have permitted amendments. Outside of these conditions, the NCB process must be followed. On the STD. 65, the agreement number and the amendment number must be recorded within the respective boxes located in the upper right corner of the document.

6.27.3 Not Specifically Priced (NSP), Open Market, Incidental, and Non-Contact Items

The only time that open market/incidental, non-contract items, may be included in a CMAS purchase order is when they fall under the parameters of the NSP items provisions. If the NSP provision is not included in the CMAS contract, or the goods and/or services required do not qualify under the NSP parameters, the goods and/or services must be procured separate from CMAS.

6.27.4 Subordinate and Peripheral

The NSP Items provision enables the agency to include in the purchase order non-contract goods and services that are subordinate and peripheral to the other purchase order items, as follows:

- An order containing NSP items may be executed only if it results in the best value alternative to meet FI\$Cal's needs.
- Any good or service already specifically priced and identified in the contract may not be identified as an NSP item in an order.
- All NSP items included in an order executed against a CMAS contact are subject to all the terms and conditions set forth in the contract.

6.27.5 Dollar Limits

Maximum dollar Limitation:

Purchase orders \$250,000 or less: Total dollar value of all NSP items must not exceed \$5,000.

Purchase orders exceeding \$250,000: Total dollar value of all NSP items must not exceed 5% of the total cost of the purchase order, or \$25,000, whichever is lower.

6.27.6 NSP Not Available

Not all contracts include the NSP provision. The NSP provision is included at the option of the contractor and the CMAS Unit. The NSP provision is not included in contracts for services only. Orders for NSP items only are prohibited.

6.27.7 Manufacturer Authorization Required

The Buyer must substantiate (through manufacturer authorizations) that the contractor is an authorized provider of the products and product-related services (maintenance, repair) that are offered under the NSP provision.

6.27.8 Clearly Identify NSP

The NSP items must be separately listed and clearly identified on the order.

6.27.9 Items Specifically Excluded

The following NSP items are specifically excluded from any order issued under the contract.

- Items that are not intended for use in direct support of the CMAS priced items identified in the same purchase order. The NSP item must be subordinate to the specific item that NSP is supporting.
- Supply type items, except for the minimum amount necessary to provide initial support to the priced CMAS items included in the same purchase order.
- Items that do not meet the Productive Use Requirements for information technology goods (Refer to SAM section 5203).
- Any other items or class of items that are specifically excluded from the scope of the CMAS contract.
- Public Works components that are not incidental to the overall project requirements. Refer to the CMAS Agency Packet, Section 16, Public Works Projects.
- Goods or services the Contractor is not factory authorized or otherwise certified or trained to provide.
- Follow-on consultant services that were previously recommended or suggested by the same contractor.

- Trade-ins and upgrades, involving the swapping of boards, are permissible where the CMAS contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

6.27.10 Recording the CMAS Number on the Purchase Document

The CMAS contract number will be identified on each CMAS order executed. This is in addition to the Purchasing Authority Number assigned by DGS/PD. Buyers shall ensure the CMAS number is identified on each document.

6.27.11 Multiple Contracts on One Purchase Document

If multiple CMAS contracts are being included on a single order, the buyer must adhere to the following:

- All contracts must be for the same CMAS contractor.
- The purchase order must be for one contractor location.
- Type the word “CMAS” in the space labeled “Leveraged Procurement Agreement No.” on the [STD.65](#). The word “CMAS” signifies that the purchase order contains items from multiple CMAS contracts.
- Only one DGS billing code must be used.
- For each individual contract (as differentiated by alpha suffix), the Buyer must identify and group together the contract number with the line items and subtotal per contract number (do not include tax in the subtotal), AND sequentially identify each individual contract as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the DGS/PD. The total of all items on the purchase order may not exceed the CMAS order limit.

Do not combine items from non-IT goods with IT CMAS contracts. IT contracts begin with the number “3.”

6.28 Software License Program (SLP)

The Software Licensing Program (SLP) was established in January 1994 and is administered by DGS/PD. Extensive software discounts are negotiated with major software publishers and those discounts are passed on through the SLP contracts established with authorized participating resellers.

FI\$Cal utilizes the SLP contracts to conduct repetitive acquisitions within our delegation for proprietary software licenses and software upgrades, when applicable.

FI\$Cal must solicit offers accompanied by a complete copy of the specific SLP contract which resides in the official procurement file. FI\$Cal executes purchase documents based upon best value criteria. The Buyer shall decide if a SLP is the appropriate type of LPA vehicle for the procurement based on the type of good or services required.

Refer to: <http://www.dgs.ca.gov/pd/Programs/Leveraged/SLP.aspx>

6.28.1 List of SLP Contractors

Refer to the DGS website for a current list of authorized participating resellers with SLP contracts.

Refer to: <http://www.dgs.ca.gov/pd/Programs/Leveraged/SLP/SLPPublishers.aspx>

6.28.2 Contract Price is Maximum

SLP contract pricing is the maximum allowed. Buyers are strongly encouraged to negotiate lower prices.

6.28.3 SLP Amendments

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then the NCB process must be followed for the amendment. Incidental omissions such as name and address changes, do not require an NCB. On the STD. 65, the agreement number and the amendment number must be recorded within the respective boxes located in the upper right corner of the document.

6.29 Statewide Commodity Contracts (SCC)

Statewide Commodity Contracts (SCCs) are primarily established to reduce the need for individual departments to conduct repetitive bids for like products. These contracts are developed through a competitive bidding process based on the business needs of State of California departments. SCCs do not have dollar limits or limitations to their use, except as otherwise noted in the contract user instructions.

Refer to: <http://www.dgs.ca.gov/pd/Programs/Leveraged/contracts.aspx>

6.29.1 Using Statewide Commodity Contracts

The following must be verified before executing an SCC order:

- FI\$Cal must have the appropriate IT purchasing authority.
- Is the contract mandatory or non-mandatory?
- Does the order require any CALPIA waivers?
- Does the order require additional review and approval prior to issuing the order (i.e., IT project certification, Fleet etc.)?
- Obtaining multiple offers is not required since these SCCs are established as a result of competition.
- Each SCC provides a set of user instructions unique to each contract. This includes instructions for obtaining the DGS written approval for any exemption to conduct a purchase outside of an authorized SCC.
- Purchasing authority numbers and SCC numbers must be identified on the purchase document in the appropriate location.
- Procurement files must be documented in sufficient detail to support the purchase transaction in the same fashion as any other LPA purchase activity.
- Purchasing dollar thresholds although unlimited, must remain within the approved purchasing authority dollar threshold for SCCs.
- Each SCC must provide a quote for the products to be purchased prior to using the SB/DVBE Off-Ramp option.
- That all certified SB or DVBE purchases made through the SCCs will be reported monthly by the Buyer and be credited to FI\$Cal.

Contracts are available on PD's eProcurement web page at <http://www.eprocure.dgs.ca.gov/default.htm> or by contacting the PD contract manager for the specific contracts.

6.29.2 SB/DVBE Off-Ramp Policy for Mandatory Statewide Commodity Contracts

Mandatory SCCs awarded by the DGS for IT goods may have a SB/DVBE Off-Ramp, meaning FI\$Cal will be permitted to purchase equivalent products at the same or lower price from other sources that are certified SBs or DVBEs. To determine whether a particular mandatory contract has an SB/DVBE Off-Ramp, consult the user instructions for that contract or use this link.

The Buyer must report all purchases made using the SB/DVBE Off-Ramp as indicated in the user instructions of each contract.

6.29.3 SB/DVBE Off-Ramp Usage Rules

In order to utilize the SB/DVBE Off-Ramp, the Buyer must document in the procurement file that the IT goods being purchased are:

1. Equivalent to the IT goods available from the SCC including product description, functional requirements and manufacturer warranties as provided in the SCC and
2. Equal to or less expensive pricing than the pricing offered from the SCC for the same product based on the total order value before taxes.

Additional rules for the SB/DVBE Off-Ramp are:

- IT purchasing authority is granted to FI\$Cal by the DGS/PD in order to utilize the SB/DVBE Off-Ramp as identified by the SCC;
- Transactions must be less than \$250,000 excluding sales and use tax, finance charges, postage, and handling charges;
 - For purchases greater than \$0 and less than \$5,000, the Buyer must document in the procurement file that the price is less than or equal to the pricing on the statewide mandatory contract unless otherwise stated in the user instructions;
 - For purchases of \$5,000.01 and up to \$249,999.99, the Buyer must obtain price quotations from two or more certified SBs or two or more DVBEs (must be the same certification type) unless otherwise stated in the user instructions;

SB/DVBE Off-ramp purchases must be made from a supplier with a current California SB or DVBE certification. Unless otherwise directed by individual SC user instructions, the common purchase document used to issue SC orders is the [STD.65](#). When utilizing the SB/DVBE Off-ramp, departments shall enter the word "Off-ramp" into the LPA number box on the STD.65.

6.29.4 SB/DVBE Off-Ramp Reporting Requirements

FI\$Cal will report all purchases made using the SB/DVBE Off-Ramp indicated in the user instructions of each contract.

6.29.5 Purchase Documents

Unless otherwise directed by individual SCC user instructions, the common purchase document used to issue SCC orders is the [STD.65](#). When utilizing the SB/DVBE Off-Ramp, the Buyer shall enter the word "Off-Ramp" into the LPA number box on the STD.65.

6.29.6 Exemptions

Occasionally, a Buyer will need to purchase a product type other than what is available through the mandatory IT Hardware Statewide contracts. In these instances, the Buyer must obtain an exemption from the use of the contract from the Department of General Services Procurement Division (DGS-PD).

For the Exemption Form and Instructions go to

<http://www.dgs.ca.gov/pd/Programs/Leveraged/contracts/exemptionprocess.aspx>.

If you have additional exemption process questions, please contact your contract administrator.

6.30 State Price Schedules (SPS)

SPS are non-competitively bid agreements for non-IT goods at a fixed price for a specified period of time, as established by DGS/PD. The Buyer shall decide if a SPS is the appropriate type of LPA vehicle for the procurement based on the type of good or services required.

Refer to: <http://www.pd.dgs.ca.gov/pricesched/default.htm>.

6.30.1 SPS for Adaptive Equipment Requires Special Attention

DGS/PD has established an SPS with an IT component for adaptive equipment and services for persons with disabilities. If FI\$Cal executes orders against this SPS, it must apply all the approval and documentation requirements of an IT acquisition.

6.31 Master Agreements (MA)

MAs are generally statewide agreements that have been competitively bid and prices analyzed. Offers are required. MAs are comprised of Master Purchase Agreements, Master Rental Agreements, IT and Non-IT MSAs.

MAs are one of the State's main procurement vehicles for leveraging its buying power. FI\$Cal is authorized to purchase up to \$1,500,000 for IT goods and services on MA orders per FI\$Cal's purchasing authority approval. MA contracts are not mandatory.

As stated in SAM §4800, FI\$Cal should use this method whenever the functional requirements provided for in the MA are substantially the same as FI\$Cal's requirements. It is FI\$Cal's policy to apply the SAM policy of using MA first before conducting a competitive solicitation. However, the Buyer shall decide if a MA is the appropriate type of LPA contract vehicle for the procurement based on the type of goods or services required. Check the DGS/PD frequently, as some MAs are amended to add suppliers and/or goods to keep up with customer needs. Examples of MAs relevant to FI\$Cal's purchasing needs are provided next.

The Buyer must review the MA in its entirety (contract, supplements and unique user instructions) to determine what requirements are applicable to FI\$Cal's business need. An MA will usually require seeking offers from authorized suppliers to determine and obtain best value. Some MAs have been designated "exempt" either by statute or policy from obtaining multiple offers.

MA transactions valued less than \$5,000 may be executed without obtaining offers if fair and reasonable pricing has been established and documented. Documentation to support fair and reasonable pricing must be retained in the official procurement file.

Refer to: <http://www.dgs.ca.gov/pd/Programs/Leveraged/masteragreements.aspx>

An exemption may be obtained from the LPA dollar threshold of \$1,500,000 for IT MAs upon completion and submittal to the DGS/PD of a “Master Agreement Exemption Request for Exemption to \$1,500,000 limit” (MAER) form.

The following information must be documented and submitted to the DGS/PD:

- Identify the need for the goods and/or services and the dollar value of the impending purchase document.
- Explain how the issuance of a purchase document to this particular contractor was determined to make good business sense and how best value for the department has been achieved.
- A copy of the Feasibility Study Report (FSR) approved by the California Technology Agency
- A copy of the Information Technology Procurement Plan (ITPP) approved by the Department of General Services.

Upon review and approval of the documentation submitted, the DGS/PD will issue an approval letter concurring with the request. Upon receiving approval from the DGS/PD, the Buyer may proceed to initiate the RFO approval process.

MA transactions with an estimated value in excess of \$1,500,000 must have the DGS/PD approval before obtaining offers. Departments must submit exemption requests for review and approval to the DGS/PD. The following steps must be followed to obtain an exemption for these transactions.

1. Submit a Master Agreement Exemption Request to \$1,500,000 limit (MAER) form to exceed \$1,500,000 to the DGS/PD. The MAER must be completed in its entirety and signed by both the PCO and PAC. The MAER form can be obtained using this link.
2. If the request is approved, a MAER number will be assigned that must appear on all RFO-related documentation.
3. The RFO must be submitted to the DGS/PD for review and approval before the RFO is released to MA contractors. **Note:** This process is repeated each time there is a need to modify the RFO.
4. Upon receiving RFO approval, the RFO may be released to MA contractors and the department may proceed with the selection process.
5. All qualified MA suppliers must be contacted, unless otherwise specified within the respective MA user instruction.
6. Before contract award the following documentation shall be submitted to the DGS/PD:
 - The final RFO including all addenda;
 - All RFO responses submitted;
 - The purchase document; and,
 - The Evaluation and Selection Report for concurrence of intended awardee.
7. Upon review and approval of the MA intended awardee, an approval letter will be issued by the DGS/PD concurring with the supplier selection recommendation.
8. Upon receiving the approval letter from the DGS/PD, the selection may be made and the order executed.

9. The Buyer is required to send a copy of each MA purchase document to:
Department of General Services
Procurement Division-Purchasing Authority Management Section
707 Third Street, 2nd Floor, Second Floor South
West Sacramento, CA 95605
10. All documentation must be retained in the procurement file.

6.31.1 IT Consulting Services

Since this MSA offers a wide variety of professional IT consulting services, it is a popular procurement method. The IT consulting services available from qualified suppliers for the following classifications:

1. Senior Project Manager
2. Project Manager
3. Senior Technical Lead
4. Technical Lead
5. Senior Programmer
6. Programmer
7. Systems Analyst

Refer to: <http://www.dgs.ca.gov/pd/Programs/Leveraged/masteragreements.aspx>

6.31.2 Request for Offer (RFO)

The RFO format is used when using conducting informal competitive solicitations for a leveraged procurement agreement. The RFO format identifies qualifying criteria for goods and/or services and as well as the requirements stated in the Scope of Work for what is needed and requests a price.

6.31.2.1 Solicitation Format

Buyers shall use Appendix M Request for Offer Template when developing the solicitation.

6.31.2.2 Required Language

Buyers must consider the following when using the RFO format:

- Identify applicable General Provisions for the solicitation
- Identify requirements and qualifying criteria.
- Key Dates
- Response Requirements and Content
- Scope of Work
- Cost Worksheet
- Elements of the Solicitation

Document offers received by using the recommended Bid/Quote Worksheet or Assessment and Selection Report. The worksheet or report must be retained in the official procurement file

6.31.2.3 Contract Award

Award of a contract resulting from this RFO will be based on a “best value” method that includes cost as a factor.

6.32 Western States Contracting Alliance (WSCA)

WSCA established cooperative multi-state contracts where participating states may join together to achieve cost-effective and efficient acquisition of quality products and services. PCC sections 10298-10299 allow DGS/PD to enter into cooperative purchasing agreements with other states. WSCA contracts are not mandatory and price quotes are not required.

The following IT products/services are available on WSCA contracts:

- Computing system products and services
- Wireless voice and data services
- Wireless telecommunication services and equipment

When executing orders using the WSCA program, the Buyer is not required to obtain three offers or document best value, but are encouraged to conduct price comparisons among WSCA suppliers if available. The only exception is if the purchase equals or exceeds \$1,500,000. For purchases which equal or exceed \$1,500,000 the Buyer should follow the process defined in the user instructions.

To use WSCA:

- Define the project scope to determine which IT goods and services are needed.
- Obtain a complete copy of the WSCA agreement (WSCA base contract, CA participating addendum, CA terms and conditions and ordering instructions).
- Check the electronic catalog and print a copy of an e-quote supporting the order.
- Obtain the proper approval for IT orders in accordance with SAM section 5230.1.
- Execute the order using the [STD.65](#), unless otherwise directed within the specific WSCA user instructions.
- Retain all documentation in the procurement file.

Refer to: <http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca.aspx>

FI\$Cal will use the WSCA contracts for courier services until such time as the negotiated rates are not competitive, and/or the contracted couriers no longer provide cost efficient, quality service statewide.

7 COMPETITIVE SOLICITATIONS

Non-IT goods procurements above FI\$Cal's Purchase Authority Delegation are conducted by the DGS/PD Acquisitions and Contractions Section (ACS). IT goods and services procurements above FI\$Cal's Purchase Authority Delegation are conducted by CalTech.

This section describes the requirements relative to conducting competitive solicitations under FI\$Cal's approved purchasing authority for non-IT goods and/or IT goods and services. Often, FI\$Cal conducts written competitive solicitations that involve team members. Participants are involved in the evaluation and selection process.

Competition is one of the basic tenets in State procurement. The nature of effective competition varies with the goods and services being acquired. Procurement activities must be conducted in an open and fair environment that promotes competition among prospective suppliers. Buyers conducting competitive procurements shall provide qualified suppliers with a fair opportunity to participate in the competitive solicitation process, stimulating competition in a manner conducive to sound State fiscal practices, and emphasizing the elimination of favoritism, fraud, and corruption in awarding contracts.

7.1 Bid List

FI\$Cal maintains a bidders list that has been established using a variety of means to locate potential suppliers. Buyers shall ensure Request for Information (RFIs) are documented and retained as part of the official procurement file for any subsequent resulting solicitation. SB/DVBE suppliers interested in conducting business with FI\$Cal will be included in appropriate bid lists. Bid lists shall be updated prior to each use to ensure the most up-to-date information, e.g., CMAS supplier e-mail contact, etc. Buyers should use bid lists even when advertising is required.

Resources available to FI\$Cal to identify and/or establish bid lists include:

- Phone books
- Local trade unions
- Chamber of commerce
- Industry listings
- LPA databases (i.e., CMAS and MSA suppliers)
- Certified SB and DVBE firms database
- Recommendations from team members

When building the Bid Lists, the Buyer cannot solicit offers from, award contracts to, or renew, extend, or modify a current contract or subcontract with a business identified as noncompliant to the "Recycled Content Plastic Trash Bag Law". Check the CalRecycle website for both primes and subcontractors (as applicable):

- When creating mail lists or prior to soliciting bids or requesting offers
- During the evaluation of competitive bids or assessment of offers
- Prior to creation of amendments or other purchase documents.

A listing of compliant and noncompliant trash bag manufacturers and wholesalers is available on the CalRecycle website at:

<http://www.calrecycle.ca.gov/BuyRecycled/TrashBags/ComplyList/>.

If a supplier or bid is rejected due to ineligibility, the file must be documented identifying the reason with a printout of the CalRecycle web list included in the file.

In addition, any employer who wishes to contract with FI\$Cal for non-IT and IT goods is subject to the provisions of GC 12990 relating to discrimination in employment. Contractors that do not meet the provisions of GC 12990 are not eligible to contract with FI\$Cal for IT goods. Ineligible contractors are found in the California Regulatory Notice Register. To access the California Regulatory Notice Register, use this [link](#).

7.1.1 Request for Interest

A Request for Interest may be used to separate those suppliers who intend to participate in an upcoming solicitation from those who have no interest in participating. Request for Interests are typically used when there is an excessively large pool of interested suppliers. Buyers shall ensure RFIs are documented and retained as part of the official procurement file for any subsequent resulting solicitation.

7.1.2 Request for Information (RFI)

An RFI may also be used to “survey” the marketplace to understand what goods or services may be available and to approximate the dollars that may be needed for a procurement. Buyers shall ensure RFIs are documented and retained as part of the official procurement file for any subsequent resulting solicitation.

7.1.2.1 RFI Components

The RFI should:

- Be short, concise and to the point.
- Include the solicitation number and title.
- Include a general description of the equipment or services to be solicited.
- Include estimated quantities, features, general time frames, any pertinent geographic information, Buyer’s name and telephone number, etc.
- Not provide or ask for any cost information as such information could create an unfair bidding environment.
- Provide space for interested bidders to provide contact name, address, telephone number, and submittal date.
- Include where and how to submit the response to the RFI.

7.1.2.2 Purpose of RFI

The RFI establishes the bid list for Buyers to use when distributing a solicitation. Buyers must keep track of the suppliers who respond and when ready, mail the solicitation to them. The RFI and the bidders list become part of and must be retained in the official procurement file.

7.2 California State Contracts Register (CSCR)

The CSCR was established to maximize competition through advertising state purchasing and contracting opportunities. Buyers can access the CSCR from the DGS web site.

7.2.1 Advertising

FI\$Cal must advertise competitive solicitations (including RFI and RFQ) in the CSCR, and a copy of the published advertisement must be included in the official procurement file. The following table describes the requirements for advertisements.

Advertising Requirements

If the purchase is classified:	And the dollar threshold is valued:	Then advertising is:
Non-IT goods	\$5,000 - \$50,000	Recommended
Non-IT goods	In excess of \$50,000	Required
IT goods	In excess of \$100,000	Required
IT services	In excess of \$4,999.99	Required
IT goods and services	In excess of \$4,999.99 on the service portion only	Required

Once a username and password are obtained, the Buyer accesses the DGS CSCR using the *Quick Nav* prompts in DGS BidSync "Home" web page and uploads the solicitation/bid onto the CSCR. Placing the advertisement on CSCR involves inputting the solicitation/bid number, summary, estimated dollar amount, location, contact name, etc., for suppliers to view and download the bid.

If an RFI is used, it is posted onto the CSCR for any interested suppliers to access. The RFI includes the solicitation number, title, contact name, general description of services, etc., but does not include or ask for any cost information. Once a supplier is interested in the RFI, they must respond to the contact person listed on the RFI. The Buyer maintains the list of interested suppliers and when ready, mails the solicitation to the bid list. The RFI and the bid list become part of and are retained in the official procurement file.

7.2.2 Publish Date versus Solicitation Release Date

A contract advertisement must be published before the release date of the solicitation. Buyers must not release solicitations prior to publication in the CSCR.

7.2.3 Publish Date versus Bid or Proposal Due Date

FI\$Cal must advertise for at least 10 days prior to the bid due date (per GC 14827.2) or, if the solicitation is an IFB, prior to publication in the CSCR. If necessary, FI\$Cal may request a shorter timeframe for advertising and provide a justification to DGS for approval.

7.2.4 SB/DVBE Option

GC §14838.5 eliminates the advertising requirement for transactions \$5,000.01 to \$249,999.99 awarded to a certified SB or a certified DVBE when conducting a non-IT or IT SB/DVBE Option solicitation.

7.2.5 Contract Advertising Exemption

FI\$Cal can be granted an exemption from advertising in the CSCR if a [Contract Advertising Exemption Request \(STD. 821\)](#) is submitted to the DGS/PD for review and approval. This form is used when a competitive solicitation is requested to be exempted from advertising or when a competitive solicitation is neither feasible nor possible.

7.2.6 Additional Exemptions by Statute or Policy

There are types and/or categories of purchases that may be awarded without advertising or competitive bidding as a result of being exempt by statute or policy. Transactions that are exempt from advertising or competitive bidding either by statute or policy do not require an [NCB](#)

[contract justification](#) and/or a [STD.821](#). A statement must be documented in the procurement file to identify the basis of the exemption. Refer to Procurement Manual Sections 4.11 through 4.11.3.

7.3 The Solicitation

The solicitation documents the procurement process and includes the solicitation and contract requirements. It is the guiding document to insure suppliers submit responsive bids and that the procurement is successful.

7.3.1 Formal vs. Informal

Solicitations are documents used to request quotes, bids, or proposals from suppliers and are characterized as either informal or formal. Informal solicitations are generally straightforward or uncomplicated and usually of lower dollar value and may be conducted using Request for Quotations (RFQ) or Invitation for Bids (IFB), depending on the degree of specific language needed. Formal solicitations are more complicated, higher in risk and usually of higher dollar value and may be conducted using the IFB or Request for Proposal (RFP), depending on the degree of specific language needed.

The risk assessment process is completed in the planning stage of the procurement. Risk evaluation guidelines and financial protection measures for formal solicitations valued more than \$1,000,000 are established in info block 4.B2.13. It is important to re-evaluate risk and revise the risk assessment plan, as warranted, during the procurement process in case conditions change.

The following table provides the dollar thresholds for distinguishing between informal and formal solicitations.

Procurement Type	Informal Solicitation	Formal Solicitation
Non-IT goods	\$100,000 and less	More than \$100,000
IT goods and services	\$1,000,000 and less	More than \$1,000,000

Buyers shall ensure all solicitations FI\$Cal executed are within its authorized purchasing authority.

Warning: IT goods and services informal solicitations valued from \$100,000.01 to \$1,000,000 require specific solicitation language for protest and award procedures.

7.3.1.1 Phone Quotes

Buyers may conduct informal non-IT and IT solicitations of less than \$50,000 by phone. However, Buyers shall not use this solicitation method unless pre-approval is obtained by the FI\$Cal PCO/FI\$Cal PAC. In the event a phone quote is approved, Buyers shall develop a script and ensure both the script and bid/quote worksheet are retained in the procurement file. The Buyer must read the phone script of the quote requirements to each supplier. The phone quote is required so that each bidder is equally informed and quotes may be evaluated fairly. The script must include referring bidders to the DGS/PD web page to read the current Bidder Instructions and applicable State General Provisions associated with the purchase. The quotes are received over the phone and must be documented using the Bid/Quote Worksheet. If there is a mix of large and small business quotes, use the Preference and Incentive Calculation.

Note: Phone quotes would not be an acceptable method for conducting solicitations if the service portion (set-up, installation, etc.) of the purchase exceeds \$4,999.99 for non-IT and IT goods or over \$50,000 in all cases because of the advertising requirements.

7.3.1.2 Written Solicitation

Buyers may conduct informal solicitations using written solicitation formats. There are instances where an informal solicitation must be written such as:

- Any solicitation that is advertised in the CSCR.
- Any IT service transaction that exceeds \$4,999.99.
- Any IT goods transaction valued at \$100,000.01 to \$500,000
- Any IT goods and services transaction where the service portion exceeds \$4,999.99.
- Any IT goods and services transaction valued at greater than \$50,000.

Note: All formal solicitations must be written and posted on the CSCR.

Written solicitations may be distributed by fax, mail, electronically or by other means such as a supplier picking up the solicitation in person. It is recommended that whatever delivery method is used, the activity is documented in the procurement file.

7.3.1.2.1 Supplier Signatures

Supplier quote and/or bid responses to any written solicitation regardless of dollar value, solicitation format or delivery method, must include the signature of an authorized supplier representative of the bidder.

Exception

Supplier signatures are not required if the solicitation is conducted as a phone quote, although the Buyer must document the supplier representative name providing the quote.

7.3.2 Solicitations Should Be Clear and Concise

All solicitations regardless of format (phone quote, RFQ, IFB) must clearly state FI\$Cal's needs or business requirements in order for a supplier to weigh the risks and price the purchase. Use concise, logical wording in precise terms, stating the supplier's obligations as well as those of FI\$Cal. Use clear, simple English as much as possible.

The words "shall" and "must" identify mandatory (essential) requirements within a solicitation. The words "should" and "may" identify optional (conditional) requirements sometimes referred to as desirable requirements.

7.3.2.1 Avoid Writing Restrictive Requirements

Buyers shall not include requirements in solicitations that restrict the bidding to a single supplier. Any solicitation specification provided by a Requestor that is restrictive in nature shall be brought to the attention of the FI\$Cal PCO/FI\$Cal PAC. Buyers can avoid restrictive requirements by:

- Including only essential requirements
- Avoiding restrictive or impractical requirements such as those that are nonessential or obsolete
- Carefully checking delivery requirements to ensure the turnaround time from supplier's receipt of order to deliver is not too restrictive or limiting
- Defining requirements to promote and encourage bidders to bid standard items or standard service where possible

- Not specifying a particular brand name, good or feature of a good that is peculiar to one manufacturer, except for reference purposes
- Not dictating detailed design solutions prematurely
- Allowing sufficient time from the solicitation mail date to the bid due date or first key action date to provide suppliers time to review and consider the requirements, prepare a response, and mail the response back

7.3.2.2 Common Elements of Written Solicitations

All written solicitations must contain the following elements:

- The date and time suppliers' responses are due
- Space for the signature of an authorized supplier representative that can bind the company contractually
- Information on how the bid responses are to be submitted. (i.e., sealed envelope with the solicitation number and due date and time on the outside of the sealed package)
- Any attachments which are included and are required to be returned by bidders such as:
 - Preference program form (i.e., TACPA)
 - DVBE participation/incentive program forms
 - Post-Consumer Content Form
- Administrative requirements, as applicable
- Technical requirements, as applicable
- Cost forms or clear indication of cost placement in the solicitation
- Evaluation information (basis for award)

The IFB/RFP template, Appendix L, may be modified and used.

7.3.2.3 Faxing Bid Responses

Typically, FI\$Cal does not allow bidders to fax their bid response. However, the following paragraph must be included in all written competitive solicitations in the event FI\$Cal allows suppliers to fax their bids:

“Facsimile machine bids will be considered only if they are sent to (office fax number) for solicitations originating from the (department office location). Bids sent to any other (department unit name) fax number will not be considered. To be considered, all pages of the faxed bid that are received prior to the bid opening time specified in the bid will be considered “the complete bid”. Please be advised that there is a heavy demand placed on the fax machine receiving bids and the State assumes no responsibility if a supplier cannot transmit their bid via fax, if the entire bid is not received prior to the bid opening time.”

7.3.2.4 Key Action Dates for IT Solicitations

IFB and RFP written IT solicitations are phased approaches, leading to final bid submittal and always include key action dates. Key action dates provide suppliers with a schedule for required actions during the solicitation process. Examples of key action dates include:

- Intent to Bid letters
- Last day to submit questions for clarifications of IFB/RFP

- Last day to protest requirements
- Technical Proposal or Conceptual Proposal submittal due date (RFP only)
- Draft bid due date (not required for IFBs)
- Final bid due date

The interval between each key action date must provide enough time to establish a sufficient supplier pool and provide suppliers with sufficient opportunity to act or respond.

7.3.2.5 Preference Program

Buyers must include the TACPA business participation program requirement in competitive solicitations with an estimated dollar value of \$100,000 and over. It is strongly recommended that the solicitation language and preference forms be included in all competitive solicitations valued at \$85,000 and greater. If the low responsive bid received from a responsible supplier is \$100,000 or more, and the preference requirements were not included in the solicitation, the solicitation must be canceled and re-issued.

7.3.2.6 DVBE Participation

FI\$Cal complies with the DVBE participation and incentive program and documents DVBE participation in the official procurement file. The DVBE program requirements may be exempted from a solicitation by using the DVBE Waiver form and obtaining the approval of a department director or designee; however, the 3% annual goal still applies. The completed waiver form should be retained within the solicitation procurement file if the transaction is conducted under FI\$Cal's delegated purchasing authority or send the form to DGS-PD along with the requisition, if the solicitation is to be conducted by DGS-PD. When exemption to DVBE participation program requirements occurs, the solicitation should state that the DVBE program requirements are waived.

Note: Whenever the DVBE participation requirement is not included in a solicitation, the buyer must provide documentation within the procurement file to support that the department director or designee has authorized the exemption. This requirement is not applicable if the SB/DVBE Option procurement approach is used.

7.3.2.7 DVBE Incentive

The DVBE incentive applies to all competitive solicitations that include the DVBE Program Requirement, regardless of format (RFQ, IFB, RFP or phone quotes), delivery method or dollar threshold, unless the program requirement and/or incentive have been waived.

7.3.2.8 Small Business Participation

Buyers shall first seek out and include certified small and/or DVBE businesses in procurement efforts. Buyers must include the 5% small business preference and non-SB subcontractor preference in all solicitations, except when using the SB/DVBE Option.

7.3.2.9 Samples

The practice of obtaining samples from suppliers prior to contract award is not recommended, unless it is a requirement of the solicitation process. If items are needed for review prior to award for demonstration or pre-purchase testing, the solicitation must so state and be noted with the information that FI\$Cal is not obligated for the cost of the items or for their return. Be extremely cautious that the solicitation response does not contain terms or conditions that would result in the automatic purchase of the item(s) being tested.

7.3.2.10 Addenda

Clarifications or changes to a solicitation must be transmitted to all participating bidders by an addendum. An addendum documents all changes or revisions to the solicitation and shall include at a minimum the following information:

- Addendum number, (must be numbered consecutively), solicitation title and solicitation number.
- Indication of where the revision or change is occurring in the solicitation. This may include deleting and inserting changed solicitation pages.
- Revised or unchanged quote/bid opening date.

A Buyer may modify a solicitation prior to quote/bid response due date. Addenda may be accomplished verbally or in writing dependent upon the original solicitation format. Buyers shall avoid verbal addenda in all solicitations. Exceptions shall be at the approval of the FI\$Cal PCO/FI\$Cal PAC. An addendum to a solicitation shall be issued within a reasonable time before the bid opening date to allow prospective bidders sufficient time to prepare their bids. If in the Buyer's judgment the addendum is significant as to not permit sufficient time for bid response then the date and time for the bid opening must be extended in the addendum.

7.3.2.11 Risk Guidelines

Risk guidelines and financial protection measures to protect the best interests of the State are to be applied to all information technology (IT) goods and services solicitations valued more than \$1,000,000. Solicitations valued \$1,000,000 or less may comply with the risk evaluation guidelines and financial protection measures.

Please note that a withhold of not less than 10% is still required, until final delivery and acceptance of the goods or services, for any contract that provides for progress payments in a contract for IT goods or services to be manufactured or performed by a contractor especially for the State and not suitable for sale to others in the ordinary course of the contractor's business.

Click here to access the [risk evaluation guidelines and financial protection measures](#).

Buyers shall submit documentation of each risk analysis and the rationale for the selection of appropriate risk protection to the Department of General Services, Procurement Division (DGS-PD) Deputy Director or his designee for written approval. Should FI\$Cal determine that the risk protection methods identified in the guidelines do not meet the needs of a particular transaction, DGS-PD must be contacted.

7.3.3 Request for Quotation (RFQ)

The most common written solicitation format used for conducting informal competitive solicitations is the RFQ. The RFQ is a straightforward procurement format identifying by item and quantity what is needed and requests a price.

7.3.3.1 Solicitation Format

Buyers shall use Appendix J RFQ non-IT and IT Goods Template and Appendix K RFQ non-IT and IT Services Template when developing the solicitation. When conducting a RFQ solicitation that has both goods and services use the RFQ Goods solicitation format.

7.3.3.2 Required Language

Buyers must consider and address as applicable in a solicitation using the RFQ format:

- Identify Bidder Instructions and applicable General Provisions for the solicitation.

- Identify requirements of faxing bid responses.
- Include language addressing the socioeconomic and environmental programs as applicable (SB, DVBE, TACPA etc.).
- Identify the requirements for protest and contract award when using the RFQ format for IT \$1,000,000 or less.

Document quotes received by using the recommended Bid/Quote Worksheet. The Bid/Quote worksheet must be retained in the official procurement file. The Bid/Quote Worksheet can be found at <http://www.documents.dgs.ca.gov/pd/delegations/BidQuoteWksht.doc>.

7.3.3.3 Elements of the Solicitation

Contracts resulting from the RFQ process are awarded to the responsible bidder that submits a responsive bid that is the lowest cost after application of any preference requirements or discounts, if applicable. Buyers shall ensure the applicable RFQ solicitation package is included in all RFQs released.

Click here for [IT Goods](#)

Click here for [IT Services](#)

Click here for [IT Goods and Services](#)

7.3.3.4 Documenting the Results

The Buyer must document quotes received by using the DGS Bid/Quote Worksheet and/or the FI\$Cal checklist which must be retained in the official procurement file.

7.3.3.5 Contract Award

Contract award resulting from the non-IT and IT RFQ process will be to the responsible bidder that submits a responsive bid that is the lowest cost after application of any preference requirements or discounts if applicable.

In the event of a tie a coin toss will take place and must be observed by witnesses and the affected suppliers should be invited.

Note: In the event of a precise tie between suppliers claiming the incentive, the bid of an SB and the bid of a DVBE that is also a SB, the award shall go to the DVBE that is also an SB.

Note: Recycled tire product contracts will be awarded to the bidder whose product has the greatest percentage of recycled tire content if the fitness, quality, and price are equal. "Recycled tire product" means a product with not less than 50 percent of its total content derived from recycled used tires.

Note: For other than low bidder, if the Buyer determines that the low bidder will not be awarded the contract and the solicitation is being conducted as a non-IT or IT informal solicitation, (non-IT valued less than \$100,000.00 and IT valued less than \$1,000,000), the Buyer will document the procurement file in sufficient detail to justify the determination of the lowest bidder being non-compliant then award the purchase to the next lowest bidder.

This does not apply if any bidder submits a lower bid that is compliant, but will not receive the award because another bidder (i.e. small business) has a lower bid after application of a preference.

7.3.4 IFB – Non-IT Solicitations

The IFB format for non-IT goods procurements is less structured and does not require a phased approach to final bid. Buyers must consider and address, as applicable, the following:

- Identifying Bidder Instructions and applicable General Provisions for the solicitation.
- Identifying requirements of faxing bid responses.
- Including language addressing the socioeconomic and environmental programs as applicable (SB/DVBE, recycled, TACPA, etc.).

Buyers must document the chronology of the solicitation events such as date of advertisement, date the solicitation is released, and names of bidders responding. For transactions less than \$50,000, document responses received by using the recommended Bid/Quote Worksheet. The Bid/Quote worksheet must be retained in the official procurement file. For transactions exceeding \$50,000, the evaluation and selection documentation must include all pertinent facts in a Procurement Summary. Select the following link to access the Procurement Summary document: www.documents.dgs.ca.gov/pd/delegations/ProcSum.doc.

Contracts for non-IT goods resulting from this IFB process are awarded to the responsible bidder that submits a responsive bid that is the lowest cost after application of any preference requirements or discounts, if applicable.

Note: For other than low bidder non-IT formal procurement evaluations (those valued more than \$100,000.00) when the low bidder will not be awarded the contract, the Buyer must provide documentation explaining why he/she recommends rejecting the lower bid. Upon review and approval by management the Buyer will forward this documentation to DGS/PD for concurrence prior to contract award. The Buyer may not make the award without DGS/PD concurrence. The Buyer must contact the PAMS to facilitate determination of award.

This does not apply if any bidder submits a lower bid that is compliant, but will not receive the award because another bidder (i.e. small business) has a lower bid after application of a preference.

7.3.5 IFB – IT Solicitations

The Invitation for Bid (IFB) is a written acquisition method used to solicit bid responses for IT goods alone or for IT goods and services where suppliers are asked to provide a bid to the State's known and detailed, clear requirement. An IFB can be used for informal and formal solicitations. Formal IFBs are more complex solicitations of a higher dollar value more than \$1,000,000 and are higher in risk.

The risk assessment process is completed in the planning stage of the procurement. Risk evaluation guidelines and financial protection measures for formal solicitations valued more than \$1,000,000 are established in 4.B2.13. It is important to re-evaluate risk and revise the risk assessment plan, as warranted, during the procurement process in case conditions change.

In contrast, a Request for Proposal (RFP) would be used when FI\$Cal's requirements are written in general terms describing a problem to be solved or a goal to be achieved.

RFQs are used for informal procurements (\$1,000,000 or less).

7.3.5.1 IFB Formats for IT

There are IFB formats available for IT purchases. The characteristics of the purchase will determine which format best suits the purchasing activity. The following bullets below describe the elements to consider in determining which IFB format to use.

If the purchase is for IT goods only (i.e., Hardware and/or Software containing straightforward requirements, considered to be a low risk purchase, or less complex purchase) and the evaluation selection criteria is low net cost meeting all other bid specifications, then the solicitation will be developed using:

- IFB for IT goods only format that includes Contract Award and Protest language (Eliminating the need to include Section II – Rules Governing Competition as well as the remaining solicitation sections (ten total) of a formal IFB solicitation for more complex purchases.)
- Bidder Instructions (GSPD-451)
- IT General Provisions

Click here to access the IFB for [IT Goods Only format](#).

If the purchase is for IT goods and services (i.e., Hardware, Software, Services, then the solicitation will be developed using the:

- Formal IFB solicitation format, including all ten sections of a solicitation.*
- Section II – Rules Governing Competition replaces the Bidder Instructions (GSOP-451) (Contact the Technology Acquisitions Branch to obtain the most current version of Section II)
- IT General Provisions

Click here to access the suggested IFB format for [IT goods](#) and use Appendix L for IT services.

Bidder Instructions in lieu of Section II – Rules Governing Competition may be used if the procurement is straight-forward, and evaluation and selection is based on lowest net cost meeting all other bid specification. In such cases, there may be only one step.

Note: High risk purchases such as large scale integration projects are usually conducted using the RFP format.

For additional information:

Click here for [IT Goods](#)

Click here for [IT Services](#)

Click here for [IT Goods and Services](#)

7.3.5.2 Allows for Phased Approach

The IFB solicitation format using the multi-step procurement procedure is more structured than the RFQ and allows requirements be organized by type such as administrative/technical specifications, evaluation methodology, bid preparation instructions and includes contract language.

This IFB format also allows phases to the procurement effort by establishing dates for suppliers to provide specified required documents, such as Intent to Bid letter, Draft Bid, and Final Bid. The IFB specifies the State's minimum acceptable functional, technical, and contractual requirements.

When using this IFB format the evaluation and selection team procedures results will be documented using an Evaluation and Selection Report.

7.3.5.3 Contract Award

The evaluation criteria governing contract award may be based on the highest evaluated points for value effective evaluations that include services or may be based on lowest cost if the IFB is for goods alone.

If the IFB evaluation criteria is based upon a value effective methodology then cost is required to be submitted in a separately sealed envelope and requires the technical and administrative evaluation to occur prior to opening the cost envelope. Cost envelopes will not be opened for bid responses containing material deviations.

The IFB contract award process is determined by the evaluation criteria. For the:

- Lowest net cost meeting all other bid specifications criteria, the contract award, if made, will be to the responsible bidder submitting a responsive bid that is the lowest cost after application of any preference requirements (SB/DVBE, TACPA, recycle, etc.) or discounts, if applicable.
- Value effective criteria, then the contract award if made, will be the responsible bidder submitting a responsive bid that scores the highest points in accordance with the evaluation methodology as described in the solicitation.

Note: For other than low bidder IT formal procurement evaluations (those valued more than \$1,000,000.00) when the low bidder will not be awarded the contract, the Buyer must provide documentation explaining why he/she recommends rejecting the lower bid. Upon review and approval by management the Buyer will forward this documentation to CalTech STPD for concurrence prior to contract award. The Buyer may not make the award without CalTech STPD concurrence. The Buyer must contact the CalTech STPD to facilitate determination of award.

This does not apply if any bidder submits a lower bid that is compliant, but will not receive the award because another bidder (i.e. small business) has a lower bid after application of a preference.

7.3.6 RFP – IT Solicitations

The Request for Proposal (RFP) is a written solicitation document required for IT goods and services acquisitions more than \$1,000,000. The RFP format is structured like the IFB to allow organization of requirements by type such as administrative/technical specifications, evaluation methodology, bid preparation instructions and contract language.

The RFP states the solicitation requirements or specifications in a more general nature describing the problem to be solved or the goal to be achieved. Suppliers “propose” a business solution to the State’s described needs, free of any precise imposed mix of hardware, software, etc.

The risk assessment process is completed during the planning stage of the procurement. Risk evaluation guidelines and financial protection measures for formal solicitations valued more than \$1,000,000 are established. It is important to re-evaluate risk and revise the risk assessment plan, as warranted, during the procurement process in case conditions change.

Note: In contrast, an IFB is for IT goods alone or for IT goods and services where suppliers are asked to provide a bid to the known and detailed, clear requirement.

The RFP is a solicitation format, Appendix L IFB/RFP Template that is structured like the IFB allowing Buyers to organize requirements by type such as administrative/technical specifications, evaluation methodology, bid preparation instructions and contract language.

The RFP states the solicitation requirements or specifications in a more general nature describing the problem to be solved or the goal to be achieved. Suppliers “propose” a business solution to the State’s described needs, free of any precise imposed mix of hardware, software, etc.

All requirements must be clearly identified as mandatory or non-mandatory and the points to be scored (or denote non-scored) must be clearly identified in the evaluation section. The method for determining the winning bid must be clearly stated.

Whenever a value-effective evaluation methodology is used to evaluate IT goods and services bids, a two-envelope process must be followed. The Cost Proposal Certificate is the State’s confirmation that all proposals have been maintained sealed and under lock and key until the time cost proposals are opened.

Note: For other than low bidder IT formal procurement evaluations (those valued more than \$1,000,000.00) when the low bidder will not be awarded the contract, the Buyer must provide documentation explaining why he/she recommends rejecting the lower bid. Upon review and approval by management the Buyer will forward this documentation to CalTech STPD for concurrence prior to contract award. The Buyer may not make the award without CalTech STPD concurrence. The Buyer must contact the CalTech STPD to facilitate determination of award.

This does not apply if any bidder submits a lower bid that is compliant, but will not receive the award because another bidder (i.e. small business) has a lower bid after application of a preference.

7.3.7 SB/DVBE Option

The SB/DVBE Option is allowed by GC section 14838.5 (a) and (b). When using the SB/DVBE Option, contracts may be awarded for IT goods or services valued from \$5,000.01 to \$249,999.99 to a certified SB, including microbusiness or a DVBE, as long as price quotations are obtained from two or more certified SB/MBs or two or more DVBEs.

Competitive solicitations using the SB/DVBE Option are to be conducted as follows:

- Create **the** solicitation (verbal or written)
- Release the solicitation only to California certified SB or DVBEs
- Verify SB or DVBE certification status through the OSDS Internet site
- Contract award may be made upon receipt of responsive price quotations from at least two (2) responsible California certified SB or DVBEs and award must be made based upon the solicitation format used.

The procurement file must be documented to support the contract award and the action taken, and include copies of SB or DVBE certification printed from the OSDS search database.

Note: Whenever the DVBE participation requirement is not included in a solicitation, the Buyer must provide documentation within the procurement file to support that the FI\$Cal Executive Partner or designee has authorized the exemption. This requirement is not applicable if the SB/DVBE Option procurement approach is used.

7.3.8 Limit to Brand (LTB) or Trade Name

LTB contracts are limited by statute in accordance with PCC Sections 12102(b) for IT goods, to the following conditions:

- Emergencies, where immediate acquisition is necessary to prevent or mitigate the loss or impairment of life, health, property, or essential public services.
- The contracting agency and the DGS agree that the proposed acquisition of goods which are the only goods that meet the State's need.

These types of contracts should be used only when the Buyer can fully justify the need. Buyers should use the established mailing lists using a variety of means to locate potential suppliers.

FI\$Cal's LTB contract purchasing authority dollar threshold per transaction (not to exceed \$25,000) excludes sales and use tax, finance charges, postage and handling. Shipping charges are also excluded from the dollar threshold limits unless the shipping charge is included in the evaluation such as FOB Origin, Freight Collect, or FOB Destination.

An LTB Statement is required for all competitive solicitations (formal and informal) and the SB/DVBE Option when a department believes that a product of a specified brand or trade name is the only product that will properly meet their need.

The LTB Contract Statement is used for the purchase of non-IT and IT goods of a particular brand or trade name or other specifications which have the effect of limiting bidding to one specified brand or trade name where a department has determined that for a specific category of goods there are unique performance factors necessary to achieve FI\$Cal's program objectives. An LTB solicitation requires more than one supplier. If there is only one known supplier, an NCB must be used to justify the purchase. An LTB Statement is required for all competitive solicitations (formal and informal) and the SB/DVBE Option when a Buyer believes that an article of a specified brand or trade name is the only article that will properly meet FI\$Cal's need. Buyers executing LTB contract statements must secure the FI\$Cal Director or designee's signature, regardless of whether or not the justification is submitted to DGS/PD for approval. The FI\$Cal Director may delegate review and approval authority to his/her deputy directors and/or the PCO subject to DGS approval. The DGS/PD will maintain a file of the names and titles of designees. Note: All signatures must be originals.

Buyers must:

- Determine the need to acquire a specified brand or trade name product. Completes an [LTB Statement \(GSPD-08-001\)](#) form and secures the appropriate approval signature.
- If the purchase is within FI\$Cal's LTB delegated amount of \$25,000 and FI\$Cal's approved purchasing authority
 - Retains the approved LTB Statement within the procurement file.
 - Conducts a competitive solicitation restricting to brand name or trade name
 - Executes the purchase document (STD.65)
- If the purchase exceeds FI\$Cal's LTB delegated amount of \$25,000, but is within delegated amount of \$25,000
 - Submit the LTB Statement to DGS/PD for review and approval. Since this purchase is within FI\$Cal's approved competitive purchasing authority, once the LTB Statement is approved, the DGS/PD will send it back to FI\$Cal to conduct the procurement

- Exceeds FI\$Cal's LTB delegated amount of \$25,000 and FI\$Cal's approved purchasing authority
 - Submits to DGS/PD for review, approval and processing of the LTB Statement and a Purchase Estimate STD 66
 - Executes purchase document upon DGS/PD
 - If the LTB Statement is denied, FI\$Cal may not limit the competitive bidding to the specified brand or trade name. FI\$Cal will conduct a competitive solicitation

7.3.9 Bidder Instructions and Required Contract Language

7.3.9.1 Bidder Instructions

Bidder Instructions (GSPD-451), effective 11/9/2011, describe to potential bidders how to provide a responsive bid. The Bidder Instructions must be incorporated by reference in all competitive solicitations (written or verbal) for non-IT goods and IT goods and services, except when conducting IT solicitations more than \$1,000,000 for which evaluation is being based on value effective.

Most IT solicitations more than \$1,000,000 use the DGS/PD developed IFB/RFP Section II, Rules Governing Competition, in place of the State's Bidder Instructions. Other solicitations, where the procurement is straight-forward and the evaluation and selection is based on lowest net cost meeting all other bid specifications may use the Bidder Instructions

The Bidders Instructions can be found at

<http://www.dgs.ca.gov/pd/Resources/ModelLanguage.aspx>.

7.3.9.2 General Provisions

The Buyer will include the State's General Provisions (GSPD-401 non-IT commodities, effective 06/08/2010, or GSPD-401IT, effective 11/27/2013, as applicable), or incorporate by reference, in all competitive solicitations and purchase documents for non-IT goods and IT good and services (written or verbal) valued in excess of \$4,999.99. FI\$Cal may supplement the General Provisions with additional provisions tailored to a specific solicitation. For Non-IT Goods, there are to be absolutely no changes made to the General Provisions without prior approval of DGS/PD. Except where the General Provisions refer to specifics in the Statement of Work in solicitations, there are to be absolutely no changes made to the General Provisions without prior approval of DGS/PD.

The State's General Provisions for non-IT goods can be found at

<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>.

The State's General Provisions for IT goods and services can be found at

http://www.documents.dgs.ca.gov/pd/poliproc/gspd401IT13_1127.pdf.

7.3.9.3 Special Provisions

Buyers may include additional terms and conditions to meet specific procurement needs. The Agency Special Provisions, such as facility security requirements or federal funding requirements or a Statement of Work may be attached as applicable to the solicitation.

7.3.9.4 Required Clauses for Transaction Less Than \$5,000

Buyers should use the State's General Provisions on transactions valued less than \$5,000. If FI\$Cal elects not to include and/or reference the General Provisions, then the Buyer is required

to obtain written confirmation, prior to award, that the supplier will abide by the following required contract provisions:

- Americans with Disabilities Act (ADA)
- Non-Discrimination and Statement of Compliance
- Drug-Free Workplace Certification
- Forced, Convict, & Indentured Labor
- National Labor Relations Board Certification
- Darfur certification
- Sweat free workshop
- Expatriate PCC 10286

7.3.9.5 Seller's Permit

A copy of the seller's permit or certification of registration is required to be obtained on any tangible personal property purchase regardless of the dollar value and regardless of whether or not a Buyer has included either by reference to the DGS/PD web page or by attaching hard copies of the State's Bidder Instructions and General Provisions to a solicitation. Seller's permits or certification of registration or a department's written exception to this requirement must be retained in the procurement file. Buyers must verify that the seller's permit is active by going to the Board of Equalization website

(<https://efile.boe.ca.gov/boewebservices/verification.jsp?action=SALES>) and print the validation page to include in the procurement file.

Another exception to this requirement is what is identified in PCC 10295.1 where the FI\$Cal Director or designee makes a written finding that the purchase is necessary to meet a compelling state interest which includes, but is not limited to, the following:

- Ensuring the provision of essential services
- Ensuring the public health, safety and welfare
- Responding to an emergency, as defined in PCC section 1102

Buyers shall ensure a memorandum identifying the exception is approved by the PCO and retained in the official procurement file prior to proceeding with any solicitation where a seller's permit is not included.

7.4 Rules for Achieving Competition

This section describes the dollar thresholds and the rules to be used by FI\$Cal to determine whether competition has been achieved. Also described is how to determine fair and reasonable pricing.

7.4.1 Transactions under \$5,000

Competition is always the preferred method of acquisition. However, Buyers may acquire non-IT goods and IT goods and services valued less than \$5,000 if fair and reasonable pricing can be established without receiving alternate quotes. Examples of fair and reasonable pricing methods include:

- Price Comparison
- Verifying established catalog/market pricing

- Prices set by law or regulation
- Historical comparison
- Cost/benefit analysis

GC 14838.5 (c) states: “if the estimated value of a transaction is under \$5,000.00, a state agency shall obtain at least two price quotations from responsible suppliers whenever there is reason to believe a response from a single source is not a fair and reasonable price.”

When the Buyer accepts only one offer under this dollar threshold, the Buyer must include documentation in the official procurement file that supports fair and reasonable pricing.

7.4.1.1 How to Determine Fair and Reasonable Pricing

FI\$Cal must determine if the bids received in response to a solicitation contains fair and reasonable pricing. In accordance with GC §14838.5I, if the estimated value of a transaction is under \$5,000, Buyers must obtain at least two price quotations from responsible suppliers whenever there is reason to believe a response from a single source is not a fair and reasonable price. The following table provides five techniques that a Buyer may use to determine whether or not a supplier’s price can be determined to be fair and reasonable.

Technique	Description
Price comparison	A Buyer has obtained and documented quotes or offers within the last 12 to 18 month period from other responsible suppliers which provides evidence that a price obtained is deemed fair and reasonable.
Catalog or market pricing	The price offered is supported by an established and verifiable catalog or market pricing media issued by a responsible supplier and/or through an established reputable forum. In addition, the pricing structure provided is one that a prudent Buyer would accept as a reasonable representation of existing market value.
Controlled pricing	The price offered is set by law or regulation; competitively bid master or statewide contracts, etc.
Historical pricing	A Buyer is able to demonstrate that other transactions occurring in the past (within a 12 – 18 month period) exist that shows that historical prices for similar acquisitions have yielded no material change in cost. Note: The definition of “material” for this technique is deemed to be greater than a 15% increased difference between current and historical pricing.
Cost/benefit analysis	A Buyer can demonstrate that their level of experience in the procurement field provides a sufficient knowledge base which clearly indicates that the acquisition cost is so low that the cost to the State of verifying the pricing fairness would most likely be more than any potential benefit that could be reasonably gained from searching out the market place for lower price comparable acquisitions.

Buyers must ensure that the official procurement file contains sufficient documentation to support fair and reasonable pricing.

7.4.2 Non-IT Goods Transactions \$5,000-\$50,000

Achieving competition within this dollar range is defined as receiving responsive bids (each bid must meet all specifications and requirements) from at least two responsible bidders, if the solicitation is not advertised in the California State Contracts Register (CSCR).

Although advertising in the CSCR is not required within this dollar range; it is recommended. Solicitations advertised in the CSCR may result in only one bid response. If the sole bid response is responsible and responsive then the contract may be awarded. The Buyer must document the procurement file with the justification to award to the sole bidder.

7.4.3 IT Goods and Services Transactions \$5,000-\$100,000

Same as above.

7.4.4 Non-IT Goods Transactions in Excess of \$50,000

Achieving competition within this dollar range requires that the solicitation be advertised in the California State Contracts Register (CSCR). Solicitations advertised in the CSCR may result in only one bid response. If the sole bid response is responsible (bid must meet all specifications and requirements) and responsive then the contract may be awarded. The Buyer must document the procurement file with the justification to award to the sole bidder.

7.4.5 IT goods and services transactions \$100,000.01-\$500,000

Competitive solicitations conducted for IT goods and services valued in this dollar range are considered “informal” but must include a provision for notice of intent to award, must be a written document, must provide language regarding protest procedures and must be advertised. Whenever solicitations are advertised and distributed amongst interested bidders, the Buyer does not control bidder participation, thus the solicitation may result in only one bid response. If the sole bid response is considered responsible and responsive then the contract may be awarded.

7.5 Supplier Selection

FI\$Cal must use impartial and comprehensive evaluation and selection processes.

7.5.1 An Evaluator’s Responsibility

FI\$Cal must develop evaluation criteria to be used during bid evaluations. All solicitation and bid information are kept confidential. Evaluation criteria may not be changed once bids have been submitted. Evaluators are expected to be unbiased and to evaluate all bids fairly, or excuse themselves from participating in an evaluation if the evaluator (or a family member) has a personal involvement with the bidder or firm.

7.5.1.1 Fair and Reasonable Evaluation

Fair and reasonable evaluations must be conducted and documented in the official procurement file for all transactions under \$5,000 whenever a Buyer does not obtain two quotes from responsible suppliers regardless of purchasing authority type, procurement approach, or method of payment (direct charge, revolving fund, etc.).

7.5.1.2 Bid/Quote Evaluations for RFQs

FI\$Cal uses the Bid/Quote Worksheet to document the bids received resulting from informal quotes and RFQs. The worksheet provides a means to easily compile and evaluate the bids received and assists in final selection. This worksheet must be retained in the official procurement file.

7.5.1.3 IFB/RFP Evaluation Documentation

Buyers using the IFB or RFP format for non-IT good solicitations exceeding \$50,000 or IT goods, IT services, or IT goods/services exceeding \$500,000 must use the evaluation and selection process for contract award as outlined in the Evaluation and Selection Report

template. This document will also provide a chronology of events that occurred during the solicitation process such as:

- Date of advertisement,
- Names of bidders responding,
- Date solicitation released, etc., and
- Analysis of all deviations discovered during bid evaluation.

Refer to SCM, Chapter 4, Section D, for the Evaluation and Selection Report template.

7.5.1.4 Evaluation and the Procurement Summary

Generally, bid submissions will be handled as follows:

- Bids will be hand delivered or sent by mail unless the solicitation states another method, i.e., e-mail.
- Bids are due by the close of the business day, which is considered 5:00 pm PST on the date indicated unless otherwise stated in the solicitation.
- When sealed bids are required, each bid must be separately sealed inside an envelope, signed, received by the closing time and date specified, and on all forms to be considered for award.
- Bids must be dated and time stamped upon receipt. Buyers are advised to create a bidder response list recording date and time bids are submitted along with the bidder's company name, the bidder's contact person submitting the bid response and the amount quoted.
- Bids must be kept in a secured area and remain confidential until bid opening.
- Bids submitted after the closing time and date will be considered non-responsive.

IT solicitations using the value effective evaluation for contract award requires a separately sealed cost envelope and requires evaluation and scoring of all submissions prior to opening the cost envelope to determine the overall score of the bid responses.

Competition requires the act of seeking responses from qualified suppliers consistent with the size and nature of the procurement. To determine that "competition" has been effective, responsive bids must be received from at least two responsible bidders, unless the solicitation is advertised. A response of "no bid" or "no response" is not considered as receiving a bid.

When competition results in no responsive bids from responsible bidders, the Buyer has two options:

- Option 1 – The solicitation may be cancelled and re-bid, modifying any possible restrictive requirements. The Buyer should also consider methods to broaden the number of potential suppliers.
- Option 2 – If, in the opinion of the Buyer, a second solicitation would not result in a different outcome, the Buyer may cancel the solicitation and proceed with an NCB. To determine which supplier should be selected as the source, the proposed supplier's bid must be substantially technically compliant and responsive with the specifications and the supplier must be deemed responsible.

When competition results in only one responsive bid from a responsible bidder even though multiple bids were received, a Buyer may declare that competition has been achieved under the

following conditions after carefully considering all factors of the situation (risk, urgency, and impact to their program):

- Non-participation due to the State's socio-economic requirements—The Buyer must document the official procurement file with the reasons why only one responsive bid was received. The Buyer will likely have to request this information from bidders who initially responded to the solicitation announcement.
- Non-participation due to the State's statutory requirements—If non-participation was due to the State's statutory requirements, such as DVBE, Small Business, etc., this information shall be incorporated into the documentation. The file must also be documented with the evaluation of other bidders who were determined to be non-responsive or not responsible. Then, after carefully documenting the rationale, the Buyer may proceed with the award.

If non-participation occurs due to concerns with the bid specifications, the Buyer must consider three options:

- Option 1 – If the specification(s) in question are not unnecessarily restrictive, the Buyer may proceed with award after documenting the file with the rationale used for determination.
- Option 2 – If the specification(s) in question is determined to be unnecessarily restrictive to one supplier's good, the solicitation may be cancelled and a new solicitation developed modifying the specification(s) as necessary to facilitate fair competition.
- Option 3 – If the specification(s) and or requirement(s) in question is determined to be unique to one supplier's good and the Buyer determines that only that good meets FI\$Cal's needs, the Buyer must document the file that this solicitation has been determined to be an NCB and may proceed with the award.

If a Buyer determines that the low bidder will not be awarded the purchase transaction and the solicitation is being conducted as a non-IT informal solicitation, (valued less than \$50,000) the Buyer documents the determination of the lowest bidder being non-compliant, then awards the purchase to the next lowest bidder.

For non-IT goods formal procurement evaluations (those valued more than (\$50,000)) when another supplier, other than the lowest responsible bidder meeting specifications is selected for award, documentation explaining why the Buyer/evaluation team recommends rejecting the lower bid must be forwarded to DGS/PD for concurrence prior to contract award. The Buyer may not make the award without DGS/PD concurrence. The Buyer must contact the PAMS to facilitate determination of award. This does not apply if any bidder submits a lower bid that is compliant, but will not receive the award because another bidder has a lower bid after application of a preference. The evaluation process and resulting source selection decision must be documented for every procurement effort and referenced as a procurement summary. The purpose of the procurement summary is to provide a single document that provides the history of those particular procurement transactions by explaining the significant facts, events and decisions leading up to the contract award.

Procurement summaries should be written clearly, concisely and convincingly to support the soundness of the purchasing decision. Procurement summary information includes but is not limited to:

- Documenting the offered prices.
- Determining that the selected supplier is responsible and the bid is responsive.
- Attaching the bid/quote worksheet or the evaluation and selection report.

The Buyer must evaluate solicitation responses in accordance with the evaluation methodology established in the solicitation. Use of the Procurement Summary Document as established by DGS/PD is not required, however, if this form or a revised form of this document is not used, then the official procurement file must include the Bid/Quote Worksheet or the Evaluation and Selection Report to document how and why the award was made.

The Procurement Summary Document can be found at <http://www.documents.dgs.ca.gov/pd/delegations/ProcSum.doc>.

The Bid Quote Worksheet can be found at <http://www.documents.dgs.ca.gov/pd/delegations/BidQuoteWksht.doc>

The Evaluation and Selection Report template can be found at <http://www.documents.dgs.ca.gov/pd/delegations/EvlSelRt.doc>.

7.5.1.5 Evaluation Criteria Revisions

Evaluation criteria may not be changed once bids have been submitted.

7.5.2 Responsive and Responsible Definition

A supplier that submits a responsive bid is one who clearly indicates compliance without material deviation from the requirements of the solicitation and the terms and conditions of the proposed contract. FI\$Cal evaluates bid responses by first determining that each response is clearly responsive to the bid requirements.

The State has established certain requirements with respect to bids to be submitted by prospective contractors. The use of “shall,” “must,” or “will” (except to indicate simple futurity) in solicitations, indicates a requirement or condition from which a deviation, if not material, may be waived by FI\$Cal. A deviation from a requirement is material if the deficient response is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over other bidders or has a potentially significant effect on the delivery, quantity or quality of items bid, amount paid to the bidder or on the cost to the State. Material deviations cannot be waived.

A responsible bidder possesses the experience, facilities, reputation, financial resources, and other factors required for contract award.

The definition of a supplier that submits a responsive and responsible 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

Competition requires the act of seeking responses from qualified suppliers consistent with the size and nature of the procurement. To determine that “competition” has been effective, responsive bids must be received from at least two responsible bidders, unless the solicitation is advertised. A response of “no bid” or “no response” is not considered as receiving a bid.

When competition results in no responsive bids from responsible bidders, there are three options that may be taken:

Option 1—The solicitation may be cancelled and re-bid, modifying any possible restrictive requirements. In addition, methods to broaden the number of potential suppliers should be considered.

OR

Option 2—If a second solicitation would not result in a different outcome, the solicitation may be canceled and procurement made with an NCB. To determine which supplier should be selected

as the source, the proposed supplier's bid must be substantially technically compliant/responsive with the specifications and the supplier must be deemed responsible.

OR

Option 3—During a multi-step solicitation process, in the event that proposals from all bidders contain material deviations, the buyer may declare the proposals as an additional draft and call for a new final bid proposal in order to continue the bid process. If this occurs, an addendum shall be issued and a confidential discussion should be held with each bidder that submitted a flawed final proposal.

When competition results in only one responsive bid from a responsible bidder even though multiple bids were received, competition may be declared as being achieved if the solicitation was advertised or under the following conditions after carefully considering all factors of the situation (risk, urgency, and impact to the program):

- Non-participation due to the socio-economic requirements in the solicitation. The procurement file must be documented with the reasons why only one responsive bid was received. The information will likely need to be requested from bidders who initially responded to the solicitation announcement.
- Non-participation due to the statutory requirements in the solicitation. If non-participation was due to the statutory requirements, such as DVBE, Small Business, etc., this information shall be incorporated into the documentation. The file must also be documented with the evaluation of other bidders who were determined to be non-responsive or not responsible.

After carefully documenting the rationale, the award may be made.

If there was lack of participation resulting in only one responsive bid received due to concerns with the bid specifications, three options must be considered:

Option 1—If the specification(s) in question are not unnecessarily restrictive, award may be made after documenting the file with the rationale used for determination.

OR

Option 2—If the specification(s) in question is determined to be unnecessarily restrictive to one supplier's product, the solicitation may be cancelled and a new solicitation developed modifying the specification(s) as necessary to facilitate fair competition.

OR

Option 3—If the specification(s) and or requirement(s) in question is determined to be unique to one supplier's product and it is determined that only that product meets FI\$Cal's needs, the procurement file must be documented that the solicitation has been determined to be an NCB and after NCB approvals, then award may be made.

When competition results in only one responsive bid from a responsible bidder even though multiple bids were received, competition may be declared as being achieved if the solicitation was advertised or under the following conditions after carefully considering all factors of the situation (risk, urgency, and impact to the program):

- Non-participation due to the socio-economic requirements in the solicitation. The procurement file must be documented with the reasons why only one responsive bid was received. The information will likely need to be requested from bidders who initially responded to the solicitation announcement.

- Non-participation due to the statutory requirements in the solicitation. If non-participation was due to the statutory requirements, such as DVBE, Small Business, etc., this information shall be incorporated into the documentation. The file must also be documented with the evaluation of other bidders who were determined to be non-responsive or not responsible.

After carefully documenting the rationale, the award may be made.

If there was lack of participation resulting in only one responsive bid received due to concerns with the bid specifications, three options must be considered:

Option 1—If the specification(s) in question are not unnecessarily restrictive, award may be made after documenting the file with the rationale used for determination.

OR

Option 2—If the specification(s) in question is determined to be unnecessarily restrictive to one supplier's product, the solicitation may be cancelled and a new solicitation developed modifying the specification(s) as necessary to facilitate fair competition.

OR

Option 3—If the specification(s) and or requirement(s) in question is determined to be unique to one supplier's product and it is determined that only that product meets FI\$Cal's needs, the procurement file must be documented that the solicitation has been determined to be an NCB and after NCB approvals, then award may be made.

In the event of a tie a coin toss will take place and must be observed by witnesses and the affected suppliers should be invited.

Note: In the event of a precise tie between suppliers claiming the incentive, the bid of an SB and the bid of a DVBE that is also a SB, the award shall go to the DVBE that is also an SB.

Note: Recycled tire product contracts will be awarded to the bidder whose product has the greatest percentage of recycled tire content if the fitness, quality, and price are equal.

"Recycled tire product" means a product with not less than 50 percent of its total content derived from recycled used tires.

Note: For other than low bidder, if the buyer determines that the low bidder will not be awarded the contract and the solicitation is being conducted as a non-IT or IT informal solicitation, (non-IT valued less than \$100,000.00 and IT valued at less than \$1,000,000), the buyer will document the procurement file in sufficient detail to justify the determination of the lowest bidder being non-compliant then award the purchase to the next lowest bidder.

For other than low bidder non-IT formal procurement evaluations (those valued more than \$100,000.00) when the low bidder will not be awarded the contract, the Buyer must provide documentation explaining why he/she recommends rejecting the lower bid. Upon review and approval by management the Buyer will forward this documentation to DGS/PD for concurrence prior to contract award. The Buyer may not make the award without DGS/PD concurrence. The Buyer must contact the PAMS to facilitate determination of award.

For other than low bidder IT formal procurement evaluations (those valued more than \$1,000,000.00) when the low bidder will not be awarded the contract, the Buyer must provide documentation explaining why he/she recommends rejecting the lower bid. Upon review and approval by management the Buyer will forward this documentation to CalTech STPD for concurrence prior to contract award. The Buyer may not make the award without CalTech STPD concurrence. The Buyer must contact the CalTech STPD to facilitate determination of award.

This does not apply if any bidder submits a lower bid that is compliant, but will not receive the award because another bidder (i.e. small business) has a lower bid after application of a preference.

7.5.3 Waiving Mandatory Requirements is Prohibited

Material deviations of mandatory requirements cannot be waived and the bid must be rejected. All such deviations must be thoroughly documented in the official procurement file to support the rejections. Buyers shall ensure approval of the FI\$Cal PCO/FI\$Cal PAC is also included in the official procurement file.

7.5.4 Deviation—Material and Immaterial

The evaluation team should evaluate bid responses by first determining that each response is clearly responsive to the bid requirements. If a response does not appear to be responsive, the following questions will assist in the determination of the materiality of the requirement:

- Is the response in substantial accord with the requirement? If “no”, the deviation is material.
- Does the response provide the bidder an advantage over other bidders? If “yes”, the deviation is material.
- Does the response have a potential significant effect on the delivery, quantity, or quality of the items bid? If “yes”, the deviation is material.
- Does the response have a potentially significant effect on the amount paid to the supplier or cost to the State? If “yes”, the deviation is material.

Material deviations cannot be waived.

The State has established certain requirements with respect to bids to be submitted by prospective contractors. The use of “shall,” “must,” or “will” in solicitations, indicates a requirement or condition from which a deviation, if not material, may be waived by the State.

The words “should” or “may” in solicitations indicate desirable attributes or conditions, but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, even if material, will not, in itself, cause rejection of the bid.

FI\$Cal may waive any immaterial deviation or defect in a bid. The waiver of any immaterial deviation or defect shall in no way modify the solicitation documents or excuse the bidder from full compliance with the solicitation specifications if awarded the contract. Go to <http://www.documents.dgs.ca.gov/pd/delegations/devwrksht.doc> to access a Deviation Worksheet.

7.5.4.1 Examples of Deviation Types

Refer to SCM 2, Chapter 4, Section D4.5, for examples.

7.5.4.2 State Options

The State may reject any or all bids and may waive any immaterial deviation or defect in a bid. Buyers shall ensure approval of the PCO prior to notification of rejection of any bid response.

7.5.4.3 Evaluation and Award

For non-IT goods formal solicitations (those exceeding \$100,000) Buyers are required, upon receiving a written request from a bidder or when the lowest bid is rejected, to notify the bidder of the proposed award 24 hours prior to award of the contract.

For IT goods or goods and services solicitations exceeding \$100,000, the Buyer must notify all bidders of its intent to award the contract at least 5 working days prior to award. Sample language for the Notification of Intent to Award:

NOTIFICATION OF INTENT TO AWARD
RFP 14-001 ERP ADVISORY SERVICES

According to the provisions of RFP 14-001, the FI\$Cal intends to award a contract on (Date) to:

(Supplier Name)

This Notification of Intent to Award should not be considered as a binding commitment by FI\$Cal. The last day to protest this award is (Date – 5 days from posting date).

Inquiries should be addressed to (Buyer's Name), (XXX) XXX-XXXX. Thank you for your continued interest in responding to the needs of FI\$Cal.

Sincerely,

XXXX XXXXX

Manager (Name of Procurement Official)
(Section Title)

7.5.4.4 Public Record

During the evaluation, all solicitation and bid information is kept confidential. Once bids are opened, evaluated and awarded, they become public documents available to anyone requesting to review the file. Where the solicitation process requires posting a Notice of Intent to Award, procurement documents become public and bidders may request a review of the official procurement file prior to the award of the contract. Buyers shall ensure all requests to review the official procurement file are referred to the FI\$Cal Public Information Officer (PIO).

7.5.4.5 Bid/Response/Award Availability

Where Notices of Intent to Award are not used, the Buyer shall make available to any requestor, bid response/award information after award is complete. This information is to be retained in the official procurement file and is subject to public inspection. As related above, Buyers shall ensure all requests to review the official procurement file are referred to the FI\$Cal Public Information Officer for informal procurements. Inquires shall be directed to DGS/PD or CalTech for procurements conducted under their authority on behalf of FI\$Cal.

7.5.5 Evaluation and Award Specific to IT Value Effective Evaluations – Acquisitions

For IT goods and services transactions valued at over \$100,000, the Buyer should evaluate bids based on a value-effective methodology, where factors other than cost are of considerable value to FI\$Cal. Value-effective evaluation methodology is required for all IT goods and services transactions exceeding \$500,000.

Value effective evaluation methodology weighs FI\$Cal's requirements by order of importance. All requirements must be clearly identified as mandatory or non-mandatory and the points to be scored (or denote non-scored) must be clearly identified in the evaluation section. The method for determining the winning bid must be clearly stated.

7.5.5.1 Two-envelope Evaluation Procedure

Whenever a value-effective evaluation methodology is used to evaluate IT goods and services bids, the following process must be followed:

Stage	Description
1	All bidder cost information must be submitted in an envelope separate from the technical and administrative proposals.
2	All bidder responses will be kept sealed and under lock and key until evaluation of all technical and administrative criteria is completed and the results published.
3	The sealed cost proposals shall then be opened at the time and place designated in the solicitation and the remainder of the evaluation completed.
4	Evaluators must verify all mathematical calculations. Example: Verify that line extensions are computed correctly and when all lines are added together, they total the final bid total.
5	The Buyer or Procurement Official identified within the solicitation shall execute a Cost Proposal Certificate under penalty of perjury.

7.5.5.2 Purpose of the Cost Proposal Certificate

The Cost Proposal Certificate is the State's confirmation that all proposals have been maintained sealed and under lock and key until the time cost proposals are opened. This certification is retained within the official procurement file.

A sample Cost Proposal Certificate can be found at <http://www.documents.dgs.ca.gov/pd/delegations/itcostcert.doc>.

7.6 Competitive IT Procurements under \$100,000

7.6.1 State Contract Procurement Registration System (SCPRS)

Any and all purchase documents valued over \$5,000 shall be registered, regardless of the contract type. This includes, but is not limited to grants, subvention contracts, and exempt contracts. Refer to Section 6.25 for the process on how to register contracts in SCPRS.

If the supplier's signature is not required on the purchase document and DGS or CalTech prior approval is not required, the registration number assigned by the System must be entered prior to issuing the order to the supplier. For purchase documents requiring the supplier's signature DGS or CalTech approvals, the registration number is entered on the documents after all required approvals.

Most purchase documents have been revised to accommodate the SCPRS number commonly located in the top right side of the forms. If a purchase document has not been revised to include the SCPRS box, the buyer must manually record the SCPRS number in the top right side of the form.

Note: If an original transaction was valued at \$5,000.00 or less and an amendment results in increasing the transaction to over \$5,000.00, both the original transaction and the amendment must be entered in SCPRS.

A sign-on and password will be assigned to the Buyer for entry to SCPRS.

Go to <http://www.dgs.ca.gov/pd/Programs/eprocure.aspx> to access eProcurement and insert into SCPRS.

7.6.2 Buyer Review Checklist for Competitive IT Procurements

The following table highlights the flow FI\$Cal follows for competitive IT procurements. Procurements under \$100,000 follow the SCM and are exempt from the protests in the SAM rules.

Competitive IT Procurement Checklist

✓	Description	Performed By	Systems and Forms	Notes
	Validate dollar value of procurement and not being able to use LPA	Buyer	Official procurement file	
Under \$100,000 Pre-solicitation				
	Establish timeframes and finalize procurement documents with requestor	Buyer Requestor	IT quote template for under \$100,000 (RFQ)	
	Review and approval	PCO Review DGS Legal Approval		If applicable
	Post solicitation in CSCR	Buyer		If applicable
Solicitation				
	Send RFQ to Suppliers	Buyer	RFQ	
	Host supplier conference	Buyer Requestor		If applicable
	Respond to supplier questions	Buyer		Buyer coordinates response from Requestor
Pre-Award				
	Accept final bids and review for administrative compliance	Buyer		
	Review and score final bids against technical criteria	Requestor, Project Manager, others	Published evaluation criteria	
	Coordinate interviews with qualified suppliers	Buyer		If interviews are included
	Document selection results	Buyer Requestor, Project Manager	Bid Quote Worksheet, Summary	
Under \$100,000 award				
	Create PO	Buyer	STD. 65	
	Create Contract	Buyer	STD. 213 and STD. 215	
	Review and Approval	FI\$Cal PCO/FI\$Cal PAC		
	Route contract to supplier for signature	Buyer	STD. 213	
	Route for internal signatures	Buyer	STD. 213 and STD. 215 Contract Summary FI\$Cal Approval – Route Slip	

✓	Description	Performed By	Systems and Forms	Notes
	Enter data to DGS SCPRS	Buyer	SCPRS	Contract Over \$5,000
	Send signed contract to supplier and control agencies	Buyer		
	Report to DEFH	Buyer	STD. 16	Contract Over \$5,000
	Receive equipment/enter into asset tracking	ITAM		
Over \$100,000,000 Pre-solicitation				
	Request DGS/PD management of procurement	Buyer	STD. 66 or Memo ITPP SOW	DGS runs the procurement with assistance from Buyer
During Contract				
	Resolve invoice problems between requestors and suppliers (discrepancies or low \$)	Contract Manager Accounting Requestor		
	Resolve contract problems between requestor and supplier	Requestor Contract Manager		
	Process 'for cause' termination letters (DGS must initiate 'for convenience' terminations)	DGS Contract Manager		
	Process contract amendments	Requestor Contract Manager	Contract Summary for Amendments CSS/SR	If DGS runs the procurement, then DGS must run the amendment (STD. 96 or Memo)
	Monitor Contract	Requestor Contract Manager		
Upon Contract Closure				
	Evaluate contract performance	Requestor	Contractor Evaluation STD. 4	For consulting services over \$5,000
	File contract documentation for long term storage 3 years after contract ends	Buyer Requestor		

7.7 Tie Bids

The Buyer must include tiebreaker narrative in the solicitation document indicating how the contract award will be made in the event of a tie. An example of a permissible tiebreaker that may be used by the Buyer is a coin toss that must be observed by witnesses with the affected bidders invited.

In the event of a precise tie between a certified SB bid and a non-SB subcontracting with a certified SB, the award shall be made to the certified SB. In the event of a precise tie between the bid of a certified SB and the bid of a certified DVBE that is also a SB, the award shall go to the DVBE that is also an SB. (Reference GC section 14838 (f) and 2 CCR section 1896.8(f)). Only the recycle preference* can preclude award to a small business that is either ranked #1 or moves into the #1 rank following application of the small business preference.

*Recycled tire product contracts will be awarded to the bidder whose product has the greatest percentage of recycled tire content if the fitness, quality, and price are equal. (PRC section 42894) "Recycled tire product" means a product with not less than 50 percent of its total content derived from recycled used tires. (PRC section 42890.)

8 PROTESTS AND POST AWARD DISPUTES

NOTE: The transition of IT procurement authority for acquisitions that are part of a reportable IT project moved from the DGS to CalTech, effective July 1, 2013. This section will be updated once DGS/PD releases changes to the SCM 3.

Suppliers may protest requirements during a competitive solicitation, challenge contract awards for both non-IT goods and IT goods and services solicitations, as well as dispute executed contracts.

After notification of a protest, regardless of the type of protest, Buyers shall notify the FI\$Cal PCO/FI\$Cal PAC who will initiate contact with the DGS/PD/Dispute Resolution (DR) immediately (the same day or within 24 hours). For contact information, go to the DRS website: <http://www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx>.

For post-award disputes, FI\$Cal works in good faith with suppliers first and attempts to resolve disputes informally. If disputes cannot be resolved, FI\$Cal contacts DR.

8.1 Definitions

A protest is a challenge brought by a supplier during the competitive solicitation process, asserting that the solicitation requirements are restrictive or unclear or that the protestant should have been selected for award. A protest may be referred to by different names such as complaint, exception, initial protest (also known as protest of the requirements), and protest of proposed award. There are basically two types of protests:

- Initial Protest (also known as protest of requirements)
 - Applies to competitive IT solicitations over \$100,000
 - Challenges administrative, technical, or cost specification/requirements in the solicitation
 - Must be filed by the date/time specified in the solicitation
 - Under the authority of DGS/PD
 - Final decision by DGS/PD Deputy Director
- Protest of Proposed Award
 - Applies to non-IT goods in excess of \$25,000 or IT goods and services in excess of \$100,000
 - Challenges the supplier selected as the proposed awardee
 - Must be filed by the date/time specified in the solicitation
 - Under the authority of DGS/PD
 - Final decision by Victim Compensation and Government Claims Board

8.2 Protest Statutes

No further action including award can occur until a protest is withdrawn or resolved by the entity authorized to render a decision regarding the protest.

Applicable statutes and regulations regarding challenges and protests are contained within the following:

- PCC §10306 – protest of proposed award for non-IT contracts

- PCC §12102(h) – initial protests and protest of proposed awards for IT goods and service contracts
- CCR, Title 2, Division 2, Chapter 1 §870.1-874.1 – Victim Compensation and Government Claims Board – Board Hearing Regulations
- PCC §12125 et seq. – Alternative Protest Process (APP)
- CCR, Title 1 Division 2, Chapter 5 §1400 et seq. – Office of Administrative Hearings (OAH) – Arbitration Regulations

8.3 Authority over Protests

The DGS/PD Deputy Director must review and render a final decision for initial protests, also known as protest of requirements, for formal IT competitive solicitations.

The Victim Compensation and Government Claims Board (VCGCB) must review and render a final decision for protests of solicitations conducted under PCC section 12102(h), also known as a traditional protest of proposed award, when they are not withdrawn.

The OAH arbitrates and renders a final decision for protests of solicitations conducted under PCC section 12125 et seq., also known as the APP, which requires protestants to meet regulatory filing requirements and potential bond submissions to retain the right to continue into a hearing.

The DGS/PD cannot delegate its authority to manage protests. Therefore if FI\$Cal is notified of a protest, regardless of the PCC under which the solicitation is conducted, the Buyer shall contact the DGS/PD/DS immediately (the same day or within 24 hours).

8.4 No Further Action Occurs

No further action can occur until a protest is withdrawn or resolved by the entity authorized to render a decision regarding the protest. Buyers shall ensure an evaluation of the pending award is made to determine the ramifications of no action due to a protest. Alternative actions may be initiated in order to mitigate an identified critical business need. Such an evaluation shall be brought to the attention of the FI\$Cal PCO/FI\$Cal PAC.

8.5 Dispute Resolution (DR)

The DGS/PD/DR facilitates resolution of protests against IT solicitation requirements, protests against proposed awards, both non-IT goods and IT goods and services, and IT contract disputes.

8.6 Protest Provisions in Standard Solicitation Language

The DGS/PD solicitation language provides suppliers with the information for initial protests or protest of proposed awards of a competitive solicitation, non-IT goods and/or IT goods, and services. This language is found in the following:

- Bidder Instructions, Article #12-Specification Concerns
- Bidder Instructions, Article #21-Protests
- Alternative Protest Process (PCC §12125 et seq.)
- Section II, Rules Governing Competition (IT Formal Solicitation)
- Required language for IT RFQs that exceed \$100,000 (see Chapter 4)

8.7 Solicitation Identifies Key Action Dates

The competitive solicitation will provide key action dates that will notify all bidders of specific times and dates to adhere to for filing protests of the solicitation requirements for IT goods and services or for the last day to file a protest of the proposed contract award for non-IT goods valued over \$25,000 or IT goods and services valued over \$100,000.

8.8 Initial Protests - IT Goods and Services

An initial protest (also known as a protest of requirements) is a challenge by a supplier against the administrative, technical, or cost specification/requirement(s) contained in a formal competitive solicitation. FI\$Cal solicitation documents must provide information on how bidders may protest requirements, including key action dates giving specific times and dates for filing such protests.

Since DGS/PD has authority over initial protests, it is imperative to follow DGS/PD procedures. FI\$Cal must receive protests of requirements in writing by the date established in the solicitation document.

FI\$Cal may not take further action on the procurement until a protest is withdrawn or resolved by the entity authorized to render a decision regarding the protest. As such, FI\$Cal's solicitation document and its key action dates may require an addendum to account for changes in the procurement schedule or requirements.

8.9 Protest of Proposed Award

A protest of proposed award is a challenge by a participating bidder against the proposed contract award for solicitations. Any bidder who has submitted a final bid may file a protest against the awarding of the contract.

A protest of proposed award is a challenge conducted under PCC 10306 by a participating bidder against the proposed contract award of a non-IT goods contract.

Per Public Contract Code Section 10306, prior to award, any bidder who has submitted a bid may file a protest with FI\$Cal against the awarding of the contract or purchase order on the grounds that he or she is the lowest responsible bidder meeting specifications. Upon receiving a written request from a bidder or when the lowest bid is rejected, the bidder must be notified 24 hours prior to awarding the contract or purchase order. If protested, the award shall not be made until either the protest has been withdrawn or the VCGCB has made a final decision as to the action to be taken relative to the protest. The 24 hour periods exclude Saturdays, Sundays and legal holidays.

A protest of proposed award can also be conducted under PCC 12102(h) (also known as Traditional Process) or PCC 12125 et seq. (also known as Alternative Protest Process [APP]).

8.9.1 Traditional Process

For procurements conducted under PCC 12102(h), the protestant may protest on the grounds that their bid is responsive to the requirements of the solicitation and that their bid should have been selected for award in accordance with the selection criteria in the solicitation document. Protests of proposed award under 12102(h) shall be filed during the five (5) day period (must exclude Saturday, Sunday, and legal holidays) specified in the public posting of the "Intent to Award" notice.

A protest is not valid under the following circumstances:

- a) The protestant was not a bidder.

- b) The protest was not received by the deadline in the solicitation.
- c) The protest was not timely.
- d) FI\$Cal rejects all bids or proposals, based on the interests of the State.

Those who may protest are as follows:

- a) For IFBs, the lowest responsible bidder meeting the specifications, if not awarded contract
- b) For RFPs, any proposer who claims he/she would have been eligible for the award of the contract if FI\$Cal had scored his/her proposal correctly or if FI\$Cal had correctly followed the procedures specified in the Public Contract Code.

For additional information refer to VCGCB Regulations, CCR, Title 2, Division 2, Chapter 1 sections 870.1 – 874.1.

8.9.2 Alternative Protest Process (APP)

The APP was implemented in 1998 in accordance with PCC section 12125 et seq. to speed the resolution time of IT protests and to decrease the number of frivolous protests occurring in IT procurements.

Pursuant to PCC section 12125 et seq., an IT goods and services competitive solicitation may include the alternative protest procedure.

An APP Application must be completed and submitted for approval in order for the solicitation to be conducted under the APP. If pursuing the APP, the Buyer shall contact the DGS/PD/DR Manager, who acts as the DGS/PD/APP Protest Coordinator.

For Major Information Technology Acquisition procurements conducted under PCC 12125, the protestant may protest on the grounds that there was a violation of the solicitation procedures and their bid should have been selected. For all other acquisitions conducted under PCC 12125 et seq. the protestant may protest on the grounds their bid or proposal was responsive to the requirements and should have been selected in accordance with the selection criteria in the solicitation. Protests of proposed award under 12125 et seq. shall be filed during the timeframe specified in the solicitation document which will be no less than 1 and no more than 5 working days after the posting of the Notice of Intent to Award.

For additional information refer to Office of Administrative Hearings arbitration regulations - CCR, Title 1 Division 2, Chapter 5 section 1400 et seq.

8.10 Post Award Disputes

FI\$Cal may experience post award disputes with a supplier after a purchase document has been executed. Such disputes often arise due to contract performance issues on the part of either the vendor or the State. Disputes can occur in any purchasing authority type, non-IT goods and IT goods and services or in any purchasing category. Disputes may also result from not having a clear understanding of the State's General Provisions and/or Terms and Conditions, or a Statement of Work that is not clearly defined.

Buyers must remain involved in the complete procurement and contracting lifecycle by monitoring compliance with contract requirements.

The DGS/PD General Provisions, Information Technology (GSPD-401IT), Article #41-Disputes, and Non-IT Commodities (GSPD-401), Article #38-Disputes) provide suppliers with the process for disputing after an award has been executed.

If a post-award dispute is encountered, Buyers and Contract Managers work with the supplier in good faith and attempt to resolve the issue(s) informally. FI\$Cal strives to resolve issues quickly and fairly, as disputes are disruptive and expensive to all parties involved. If disputes cannot be resolved, FI\$Cal contacts DR.

Disputes are always documented in the official procurement file. The supplier involved in the dispute must continue working, as failure to do so is considered a material breach of the contract.

9 NEGOTIATION PROCESS GUIDELINES AND PROCEDURES UNDER PUBLIC CONTRACT CODE 6611

9.1 Authority over Negotiations

Public Contract Code Section 6611 (PCC 6611) sections (a) and (b) set forth the conditions under which the DGS may use negotiations for new and existing contracts and/or procurements. PCC 6611(e) also allows CalTech to use the negotiation procedures and guidelines developed by DGS for procuring information technology and telecommunications goods and services on behalf of FI\$Cal. DGS has provided a Negotiation Process Guide for IT goods & services under PCC 6611. For procedures and guidelines related to non-IT services, see SCM Volume 1; for non-IT goods, see SCM Volume 2.

When an appropriate basis exists, the DGS or the CalTech may authorize negotiations in any of the following circumstances:

1. At the outset of a procurement,
2. During a competitive procurement, or
3. When no responsive bids are received

PCC Section 6611(b) authorizes a negotiation process to amend existing contracts when it is in the best interest of FI\$Cal.

In all circumstances, approval of the Director of the DGS or the Director of CalTech or their designee is required in advance, and negotiations must be conducted by the DGS or the CalTech (for technology projects). The actual negotiations will be conducted in partnership with the procuring agency.

The DGS recommends that during the acquisition planning phase, the Buyer plans accordingly and considers whether a negotiation process is appropriate for a given procurement. Buyers should contact the DGS for assistance in determining applicability of PCC Section 6611(a) and developing the framework for the negotiation process.

9.2 How to make a Request to DGS

In order to implement negotiations pursuant to PCC Section 6611(a), using this template, Buyers shall submit a written request to the DGS containing the following information:

- Description of the procurement including estimated cost and term of the contract
- How the procurement meets FI\$Cal's needs
- Explanation of how the procurement meets one or more of the four conditions listed below under the topic Bases for Negotiations.

The request shall be signed by the FI\$Cal Director, or designee and sent to the Deputy Director Procurement Division, DGS. The DGS will respond to the requesting department in writing, with a determination regarding the request to use a negotiation process. If approved, the DGS will stipulate any conditions on the use of a negotiation process. The CalTech may engage in negotiations as specified in PCC 6611(e) without making this request.

9.3 Basis for Negotiations PCC Section 6611(a)

The DGS and the CalTech may initiate negotiations if one or more of the following conditions exist:

1. The business need or purpose of a procurement or contract can be further defined as a result of a negotiation process (PCC 6611(a)(1)); In general, this may occur when a

business solution common in the commercial marketplace needs to be tailored to fit the unique needs of FI\$Cal.

Example: Use of temporary and contract labor to meet volatile staffing demands is commonplace in the private sector. However, due to restrictions on use of personal services contracts for civil service functions, FI\$Cal often is unable to use these services “as is.” FI\$Cal could negotiate with temporary labor contractors to purchase only the services that conform with California law under Government Code (GC) Section 19130.

2. The business need or purpose of a procurement or contract is known, but a negotiation process may identify different types of solutions to fulfill the business need or purpose (PCC 6611(a)(2)); In general this condition can exist with emerging technology where fully developed solutions do not yet exist and require negotiations to ensure the solution meets FI\$Cal’s needs.

Example: FI\$Cal identifies a need to block unauthorized mobile phone communications at correctional facilities. While emergent frequency management technology exists, no complete solutions have been delivered to the market. Through a negotiation process, FI\$Cal would be able to identify potential solutions prospective contractors may be willing to offer.

3. The complexity of the purpose or need suggests a bidder’s costs to prepare and develop a solicitation response are extremely high (PCC 6611(a)(3)); This condition can exist when FI\$Cal is acquiring solutions of an extremely large scale and/or scope which requires bidders to perform significant analysis, design, and/or development in order to bid. It can also occur when past attempts to secure bids have resulted in no compliant bids.

Example: Acquisition of any complex system of significant scale and scope. A negotiations process that provided for regular discussion of FI\$Cal’s needs, refinement of requirements, the creation and evaluation of pilot systems, and bargaining to trade-off costs and benefits could reduce the costs for bidders to submit acceptable bids.

4. The business need or purpose of a procurement or contract is known, but negotiation is necessary to ensure the department is receiving the best value or the most cost-effective goods, services, information technology, and telecommunications (PCC 6611(a)(4)); This condition most commonly exists when bid prices exceed FI\$Cal’s target price compared to historical costs or established through market research.

Example: FI\$Cal has conducted a bid for computer equipment, however bidder prices were higher than expected compared to FI\$Cal’s prior contract. A negotiation process is used to obtain pricing more in line with the estimate.

9.4 Basis for Negotiations PCC Section 6611(b)

When a critical business need develops and it is in the best interests of FI\$Cal, the DGS may negotiate amendments to the terms and conditions, including scope of work, of existing contracts for goods, services, information technology, and telecommunications, whether or not the original contract was the result of competition, on behalf of DGS or another state agency. Use the template in Section 2.C5.1 to request this negotiation.

Note: This Section is not intended to circumvent the NCB amendment process.

9.5 Participants and Roles

While the DGS (and the CalTech when applicable) is responsible for the administration of the negotiating authority, successful negotiations require the cooperation of three key stakeholders:

the DGS, the CalTech, and FI\$Cal. The following guidelines establish that all parties are co-approvers of any final, negotiated outcome. Buyers are advised to ensure that all participants are free from economic conflicts of interest. Buyers are advised to ensure that all participants are free from economic conflicts of interest before beginning work on a PCC 6611 negotiation project. See GC Section 81000 et seq. (Political Reform Act); see also GC Section 1090. Not all participants listed in the table below are required in all situations.

State Participants	
Participant	Roles
Procurement Official (DGS or CalTech)	<ul style="list-style-type: none"> ▪ Conducts the procurement in accordance with the laws of the State of California; ▪ Coordinates contract negotiations sessions; ▪ Coordinates the DGS Legal participation in negotiations, if required; and ▪ Oversees negotiation sessions. ▪ Co-approval of final negotiated agreement.
Buying Agency	<ul style="list-style-type: none"> ▪ Participates in negotiation sessions to ensure outcomes meet program needs. ▪ Co-approval of final negotiated agreement.
Core Negotiation Team	DGS and/or CalTech, and sponsoring agency: <ul style="list-style-type: none"> ▪ Provides negotiation facilities; ▪ Prepares negotiation points; ▪ Participates in negotiation sessions; and ▪ Tracks status of outstanding items and completed agreements
FI\$Cal Evaluation Team Members	<ul style="list-style-type: none"> ▪ SMEs tasked with evaluation bid submissions; ▪ Participates in negotiation sessions, as required. May be same individuals as core negotiation team.
Subject Matter Experts (SMEs)	<ul style="list-style-type: none"> ▪ Provides subject Matter expertise and support to the core negotiation team and the FI\$Cal Evaluation Team, as requested.
CalTech	<ul style="list-style-type: none"> ▪ Ensures negotiations meet all applicable IT architecture, technical and project standards.
Bidder Negotiation Team	<ul style="list-style-type: none"> ▪ Prepares negotiation materials in response to negotiations points; ▪ Participates in negotiations sessions; ▪ Develops and provides revised proposal materials for review and agreement during the negotiation sessions; and ▪ Provides Bes and Final Offer (BAFO) that incorporates all negotiated changes.

9.6 Conducting Negotiation Procedures (When Conducting Negotiations from the Outset of a Procurement)

Buyers shall follow this procedure when conducting negotiations from the outset of a procurement:

1. With the exception of the CalTech, obtain approval from the DGS to utilize negotiations.
2. Craft a solicitation under the authority of PCC 6611. The solicitation should include initial administrative and technical requirements, a cost proposal, evaluation criteria, and reference the state's general provisions. It should also explain the general purpose and scope of the negotiations, the anticipated schedule for the negotiations; and the procedures to be followed for those negotiations
3. Identify in the solicitation document the requirements for bidders to be included in negotiations. This may include, but is not limited to, establishment of objective pre-requisites based on capabilities, experience, expertise, or capacity.

4. Determine the negotiation sequence which may include the order of steps such as negotiations, bid submission, evaluation, confidential discussions, supplemental bid submission, and contract award.
5. Evaluate bids
 - a. The solicitation may allow for evaluation of all bids, even bids that would not be responsive under the rules of PCC 12100 et seq. Alternatively, the solicitation may require that bids meet certain minimum criteria in order to be evaluated.
 - b. Buyers may choose to establish an evaluation team to evaluate bids according to the methodology specified in the solicitation.
 - c. Establish initial scores either via ranking, as a percentage of total possible points, or other method that clearly differentiates between each bid.
6. Negotiate
 - a. Follow the rules of the solicitation in negotiating with bidders.
 - b. Negotiations may be completed after a single round, or may be done in several rounds.
 - c. Negotiations may be conducted orally and/or in writing. Oral negotiations may be held in person by conference call, or by use of video or web conferencing.
 - d. The negotiation process may include persuasion, alteration of assumptions and positions, give and take, and may apply to price, schedule, requirements, or other terms of the proposed contract. The Buyer may discuss other aspects of the Bidder's proposal that could, in the opinion of FI\$Cal, be altered or explained to enhance materially the proposal's potential for award. However, the Buyer is not required to discuss every area where the Bidder's proposal could be improved. The scope and extent of negotiation exchanges are the matter of FI\$Cal's judgment. All Bidders currently in negotiations will be notified of changes in requirements.
 - e. A negotiation team may be established and consist of representatives from the DGS/CalTech and FI\$Cal, and other state representatives as appropriate. The table in above identifies the general roles and responsibilities of a negotiation team although the composition of any team may vary based upon the procurement.
7. Supplemental bids may be received after initial bids are opened. At the conclusion of negotiations, Bidders may be given an opportunity to submit a Best And Final Offer (BAFO) to the state. The Buyer will establish a date and time for receipt of each Bidder's BAFO.
8. Final evaluation and award. Use one of the following options to make a final award:
 - a. Using the original criteria in the solicitation, score all proposals based on either the results of negotiations or, if applicable, the BAFO. Award to the highest ranked bidder.
 - b. Revise the evaluation criteria based on the results of the negotiations. Prior to final evaluation, all bidders participating in negotiations shall be informed of the revised evaluation criteria and shall have the opportunity to submit a BAFO based on those criteria. Award to the highest-ranked bidder.
9. Issue a final evaluation and selection report documenting any decisions relating to selection of bidders to participate in negotiations, final scoring of proposals, and award decisions.
10. The DGS or the CalTech, as applicable, may terminate negotiations and/or the solicitation at any time.

9.7 Conducting Negotiation Procedures (When Conducting Negotiations During a Procurement)

Buyers shall follow these steps when conducting negotiations during a competitive procurement in which at least one responsive, responsible bid has been received:

1. Obtain approval from the DGS to utilize negotiations.
2. Only bidders that submitted responsive, responsible bids may participate in negotiations. Notify bidders that will be selected to participate in negotiations. Buyers must establish the criteria for selection in the solicitation either from the outset or via addendum. Examples include:
 - a. Negotiate with all responsive, responsible bidders.
 - b. Establish a competitive range based on bidders' rankings following bid/proposal evaluations.
 - c. Initiate negotiations with the highest ranking bidder then, if no agreement can be reached, move on to the next highest ranked bidder continuing until an agreement can be reached.
3. Negotiate. See "Negotiate" (step 6) above.
4. Final evaluation and award. Use one of the following options to make a final award:
 - a. Using the original criteria in the solicitation, score all proposals based on either the results of negotiations or, if applicable, the BAFO. Award to the highest ranked bidder.
 - b. Revise the evaluation criteria based on the results of the negotiations. Prior to final evaluation, all bidders participating in negotiations shall be informed of the revised evaluation criteria and shall have the opportunity to submit a BAFO based on those criteria. Award to the highest-ranked bidder.
5. Issue a final evaluation and selection report documenting any decisions relating to selection of bidders to participate in negotiations, final scoring of proposals, and award decisions.
6. The DGS or the CalTech, as applicable, may terminate negotiations and/or the solicitation at any time.

9.8 Procedure when no Responsive Bids are Received

In rare cases, it may be necessary to negotiate with bidders participating in a competitive procurement even when no responsive, responsible bid has been received. This can happen when repeated solicitations yield no bidders or when the complexity of the administrative, technical or cost requirements results in all bids failing to meet the requirements. Buyers shall follow these steps in those circumstances.

1. Obtain approval from the DGS or the CalTech, as applicable, to use negotiations. Usually, subsection 3, above "the complexity of the purpose or need suggests a bidder's costs to prepare and develop a solicitation response are extremely high" or subsection 4, "negotiation is necessary to ensure the department is receiving the best value" will apply.
2. If any responsive, responsible bids have been received, buyers must follow the procedures in above.
3. In order to use negotiations in this circumstance, the criteria for participation must have been established in the solicitation (either from the outset or through an addendum). Any of the following criteria may be used:

- a. All firms that submitted a bid may participate.
 - b. Bidders within a competitive range may participate. Rankings may be established by using a percentage of required items and/or scoring non-mandatory items.
 - c. The highest ranking bidder negotiates first, then, if no agreement can be reached, the next highest similarly ranked bidder may negotiate continuing the process until the state reaches an acceptable agreement. Rankings may be established by using a percentage of required items and/or scoring non-mandatory items.
4. Negotiate. See "Negotiate" (step 6) of above.
 5. Final evaluation and award. Use one of the following options to make a final award:
 - a. Using the original criteria in the solicitation, score all proposals based on either the results of negotiations or, if applicable, the BAFO. Award to the highest ranked bidder.
 - b. Revise the evaluation criteria based on the results of the negotiations. Prior to final evaluation, all bidders participating in negotiations shall be informed of the revised evaluation criteria and shall have the opportunity to submit a BAFO based on those criteria. Award to the highest-ranked bidder.
 6. Issue a final evaluation and selection report documenting any decisions relating to selection of bidders to participate in negotiations, final scoring of proposals, and award decisions. The final evaluation and selection report becomes a public record.

9.9 Question and Answer Process

The DGS or CalTech, as applicable, may terminate negotiations and/or the solicitation at any time. PCC 6611(d) states that "...an unsuccessful bidder shall have no right to protest the results of the negotiating process." However, during the negotiation process, any bidder may raise questions regarding the procurement process prior to the conclusion of negotiations.

The requester should provide as much information as possible so that the DGS or CalTech can evaluate their issues.

The DGS or CalTech shall acknowledge the receipt of questions and shall provide a written response or explanation. The DGS or CalTech shall inform all bidders of any actions that are taken in response to such objections or questions. At the Deputy Director's discretion, the issue may be provided to a designated procurement official for resolution or an ombudsman may be selected to work with the parties to address the issue. This Q & A is not a right to protest.

10 NON-COMPETITIVELY BID (NCB) CONTRACTS

FI\$Cal promotes open and fair competition when competition is known to exist. In situations where no competition exists, FI\$Cal may enter into a non-competitive bid (NCB) contract.

10.1 NCB Contracting

NCB contracts are limited by statute in accordance with PCC sections that apply for **non-IT goods and for IT goods and services** (i.e. 12102, 10301/10302, or 10340) to the following conditions:

- Emergencies, where immediate acquisition is necessary for the protection of the public health, welfare or safety
- Proposed acquisition of goods and services are the only goods and services that meet the State's need

10.1.1 Emergency Purchases

FI\$Cal may contract for non-IT and IT emergencies (as defined by PCC sections 10340 and 12102(b)(2) regardless of dollar limits but must adhere to the purchasing processes applicable to the classification of the emergency.

10.1.2 \$25,000 Maximum for NCB Delegated Purchasing Authority

FI\$Cal's NCB contract purchasing category is authorized at a maximum dollar threshold not to exceed \$25,000 per transaction excluding sales and use tax, finance charges, postage and handling. Shipping charges are also excluded from the dollar threshold limits unless the shipping charge is included in the evaluation such as FOB Origin, Freight Collect or FOB Destination.

10.1.3 NCB Contract Justification Methods

There are two methods for justifying NCB contracts as follows:

- NCB contract justifications executed on an individual basis.
- Special Category NCB Request (SCR), where FI\$Cal determines that a significant number of repeat NCB contracts for a particular category of goods and/or services will occur during a specified period of time.

Refer to SCM 2, Chapter 5, Topic 4, for additional details regarding SCR.

10.1.4 NCB Justification Documents

All NCBs must include justification. FI\$Cal currently uses one method for justifying NCB contracts:

- NCB contract justifications executed on an individual basis.

FI\$Cal must use the following DGS standard forms when submitting NCB contract justification documents:

- NCB Contract Justification
<http://www.documents.dgs.ca.gov/pd/delegations/ssJust-R219.pdf>
- Special Category NCB Request (SCR), if applicable
- Contract Advertising Exemption Request
<http://www.documents.dgs.ca.gov/osp/pdf/std821.pdf>

10.1.5 Signature Authority

The [NCB Contract Justification form](#) requires approval by the FI\$Cal Executive Partner or designee. The FI\$Cal Executive Partner may designate one person to sign on his/her behalf subject to the DGS approval. The FI\$Cal Executive Partner may delegate review and approval authority to his/her deputy directors and/or the Procurement and Contracting Officer. The designee shall send ratification notification to the FI\$Cal Executive Partner upon their approval of the NCB. The typed name and signature must match.

10.1.6 File Documentation

Buyers shall ensure the same level of file documentation for NCB as they do for any procurement action. Refer to SCM 2, Chapter 5, for additional information.

10.2 NCB Contract Process

10.2.1 State Contract Procurement Registration System (SCPRS)

Any and all non-IT and IT purchase documents valued over \$5,000 shall be registered by the Buyer using their sign-on and password in BidSync, regardless of the contract type. This includes, but is not limited to grants, subvention contracts, and exempt contracts. Refer to Section 6.25 for the process on how to register contracts in SCPRS.

If the supplier's signature is not required on the purchase document and DGS or CalTech prior approval is not required, the registration number assigned by the System must be entered prior to issuing the order to the supplier. For purchase documents requiring the supplier's signature DGS or CalTech approvals, the registration number is entered on the documents after all required approvals.

Most purchase documents have been revised to accommodate the SCPRS number commonly located in the top right side of the forms. If a purchase document has not been revised to include the SCPRS box, the buyer must manually record the SCPRS number in the top right side of the form.

Note: If an original transaction was valued at \$5,000.00 or less and an amendment results in increasing the transaction to over \$5,000.00, both the original transaction and the amendment must be entered in SCPRS.

A sign-on and password will be assigned to the Buyer for entry to SCPRS.

Go to <http://www.dgs.ca.gov/pd/Programs/eprocure.aspx> to access eProcurement and insert into SCPRS.

10.2.2 Buyer Review Checklist for NCB IT Procurements

Buyers will normally utilize the NCB contract process for IT purchases and should follow the following checklist. Refer to SCM 2, Chapter 5, for the contract process for other purchase types.

NCB IT Procurement Checklist

✓	Description	Performed By	Systems and Forms	Notes
	Determine if NCB is required according to SCM Vol. 3, Chapter 5	Requestor Buyer	Official procurement file	

✓	Description	Performed By	Systems and Forms	Notes
	Determine dollar value of purchase	Requestor Buyer		
Within NCB Purchasing Authority (Up to \$25,000)				
	Prepare NCB documentation	Requestor	NCB Contract Justification	Follow SCM Vol. 3, Chapter 5
	Review NCB documentation	Buyer		
	Approve NCB	FI\$Cal Executive Partner		
	Complete contract documentation and prepare purchase order/contract	Buyer	STD. 65 /	
	Enter data to DGS SCPRS	Buyer	SCPRS	Contract Over \$5,000
	Send signed contract to supplier and control agencies	Buyer		
	Report to DEFH	Buyer	STD. 16	Contract Over \$5,000
Exceed FI\$Cal's delegated NCB purchasing authority (Over \$25,000)				
	Prepare NCB documentation	Requestor Requestor Buyer Buyer Buyer	NCB Contract Justification Transmittal Memo STD. 821 (IT services) STD. 213 and *STD. 215 (IT goods/services) STD. 66 (IT or non-IT goods)	Follow SCM 2, Chapter 5
	Review NCB documentation	Buyer		
	Approve NCB	Agency Secretary Agency Undersecretary		
	Route to DGS/PD for approval or CalTech if IT related	Buyer		
	Approve/disapprove NCB	DGS/PD		
	Complete purchase and contract documentation	DGS/PD		
	Enter data to DGS SCPRS:	Buyer	SCPRS	Contract Over \$5,000
	Send signed contract to supplier and control agencies	Buyer		

✓	Description	Performed By	Systems and Forms	Notes
	Report to DEFH	Buyer	STD. 16	Contract Over \$5,000

*STD. 215 is required with STD. 213

10.2.3 NCB Denied

If the NCB contract justification is denied, DGS/PD or CalTech will contact the Buyer and discuss options. Buyers shall refer such contact to the FI\$Cal PCO/FI\$Cal PAC.

10.2.4 Less than \$5,000

An NCB contract justification is not required for purchases less than \$5,000 of IT goods and services, non-IT goods, and both non-IT/IT LPA transactions for goods and services if fair and reasonable pricing has been established and documented. Examples of fair and reasonable pricing methods are described in SCM 2 Section B Topic 2. Documentation to support fair and reasonable pricing must be retained in the official procurement file.

10.2.5 LPA Transactions and NCB

FI\$Cal has been granted LPA purchasing authority and FI\$Cal must adhere to the NCB contract approval process if only one supplier is known to sell the non-IT or IT goods and/or services needed and offers cannot be obtained within the LPA contracts available.

Exception: The NCB contract justification process is not required if an individual LPA user instructions or the Statewide Checklist designates that the contract is exempt from obtaining 3-offers or if the value of the transaction is under \$5,000 and fair and reasonable pricing has been established and documented.

Buyers are reminded to always refer to individual LPA user instructions and all LPA supplements prior to initiating and LPA purchase. Refer to SCM 2 Chapter 5.2.4.

10.2.6 Known Suppliers outside LPAs

Buyers must conduct a competitive solicitation if suppliers are known outside of CMAS contractors or Master Agreement contracts that can meet the needs of FI\$Cal. If only one LPA source is known, the NCB contract approval process must be followed.

10.2.7 Review MA User Instructions

Buyers must carefully review individual MA user instructions to determine if the MA is exempt from competitive bidding. Refer to the DGS/PD web page at <http://www.pd.dgs.ca.gov> and review the Statewide Checklist. If an LPA is exempt, it is denoted by a "yes" in the column titled "Exempt".

10.3 Amendments and the NCB Justification – Requirements Based on Cumulative Dollar Value

The requirements for amending existing non-IT and IT purchase documents are based on cumulative dollar value of the purchase after including the amendment. The processing of an amendment through the NCB approval cycle is based upon the amended total value of the contract. On the [STD. 213 A](#), the agreement number and the amendment number must be recorded within the respective boxes located in the upper right corner of the document.

10.3.1 When an Amendment Does Not Require an NCB

Amendments to existing purchase documents are not subject to the NCB contract requirements if the following occurred:

- Competitively bid contracts
- CMAS and Master Agreements
- CMAS and Master Agreements for non-IT services
- Competitive contracts and LPA orders amended for incidental omissions

10.3.2 When NCB Process is Applicable

If the original transaction, either competitive or LPA, did not evaluate option(s) for changes, then the amendment must comply with the NCB process. This includes amendments for increases and decreases to quantity and time.

10.3.3 Original Transaction Valued Less \$5,000

The NCB process must be followed if an amendment will cause the original transaction amount to exceed \$5,000 and the original transaction was awarded using fair and reasonable methodology. This also applies to LPA's unless otherwise instructed by individual user instructions.

10.4 Special Category NCB Contract Request (SCR) Definition

An SCR represents categories of contracts for the purchase of goods or services necessary to achieve FI\$Cal's objectives in a timely manner, when DGS has determined in advance and in writing, that for a specific type of category of goods or services there is no viable competition, or that due to critical time requirements such competition cannot be completed by the exercise of reasonable efforts prior to the time such goods or services are required. FI\$Cal has no SCR delegated authority and therefore all SCRs require DGS/PD approval.

All SCRs must use the Special Category NCB Request form. Requests for services (non-IT or IT) must be accompanied by a [STD. 821](#), Contract Advertising Exemption Request.

10.4.1 Individual SCR for Each Category

An SCR must be completed and approved for each category of non-IT goods, IT goods or IT services being requested and submitted to DGS/PD for consideration and approval.

10.4.2 SCR Dollar Threshold and Duration

All SCRs have a maximum annual authorized dollar limit and a maximum "window of approval" not to exceed three (3) calendar years from the date of DGS/PD approval unless renewed by submission of a new SCR 30 days prior to expiration. The expiration date is identified in the box labeled "For DGS Use Only" on the SCR form.

10.4.3 SCR Reference Number Assigned

Each approved SCR will be assigned an SCR reference number by DGS/PD. This SCR number must be recorded on any purchase document executed under the SCR approval. This is in addition to FI\$Cal's approved purchasing authority number.

10.4.4 Executing the Purchase

The Buyer may proceed with execution of purchase documents in accordance with an approved SCR. The SCR number must be entered on each applicable purchase document. DGS/PD must execute all approved SCR purchase documents exceeding FI\$Cal’s purchasing authority.

10.4.5 Tracking Purchases

The FI\$Cal PCO/FI\$Cal PAC must track all SCR purchase documents executed under an approved SCR authority, including transactions processed on a purchase estimate by the DGS, and provide reports to the DGS/PD as requested.

Information to be tracked will include at a minimum the following:

- Special Category (SCR) approval number issued by the DGS/PD
- Purchase order number issued by the DGS, (GSOP-1) and/or agency order number (STD.65, PINDEL.65 or any version of PINDEL.65 generated from the PIN system, etc.)
- Dates of transactions
- Dollar amounts of transactions
- Supplier names

10.4.6 SCR Usage Oversight

Purchase documents executed under an approved SCR will be reviewed when a purchasing authority compliance review is scheduled or during FI\$Cal’s annual purchasing authority renewal process.

10.5 Proprietary Software, Maintenance/Upgrade/Renewals

The following chart provides the process that FI\$Cal follows in acquiring existing proprietary software maintenance and/or upgrade renewal contracts. Regardless of how the software purchase is executed, FI\$Cal must retain, in the official procurement file, a statement that supports why the transaction is exempt from competitive solicitation.

Existing Proprietary Software Contracts

If the Software Purchase:	Then FI\$Cal:
Is within FI\$Cal’s approved IT purchasing authority	<p>May execute the purchase as follows:</p> <ul style="list-style-type: none"> ▪ No NCB justification is required. ▪ A signed letter must be obtained from the software publisher/ manufacturer stating that the good/service being acquired is not available through any other source. (This serves as documentation to support the non-competitive status of the purchase.) <p>The purchase document may not exceed FI\$Cal’s IT purchasing authority.</p> <ul style="list-style-type: none"> ▪ Approval by the FI\$Cal Executive Partner (or next ranking official) must be secured prior to award on the purchase document (STD 65 or STD 213) for any transaction that exceeds \$250,000.
Exceeds FI\$Cal’s approved IT purchasing authority	<ul style="list-style-type: none"> ▪ Must submit the transaction to DGS/PD on a Purchase Estimate STD 66 for DGS/PD to conduct the procurement and execute the contract ▪ Must obtain and provide additional documentation, along with the STD 66 to DGS/PD as indicated at this link. ▪ Must obtain and provide the necessary documentation to the DGS/PD in

If the Software Purchase:	Then FI\$Cal:
	<p>support of the purchase documents, and the non- competitive status of the contract.</p> <ul style="list-style-type: none"> ▪ Type of information required: <ul style="list-style-type: none"> ▪ Obtain a signed letter from the software Publisher/manufacturer stating that the product/service being acquired is not available through any other source. (This serves as documentation to support the non- competitive status of the purchase) ▪ Obtain approval of the FI\$Cal Executive Partner (or next ranking official) prior to submitting Purchase Estimate (STD.66) for any transaction that exceeds the department's IT purchasing authority. ▪ If over \$250,000, proprietary justification is required. <p>The DGS/PD will be the repository for all of the software publisher/manufacturer letters when the DGS/PD is the approving authority.</p>

10.5.1 New Proprietary Software

The following chart provides the process that FI\$Cal follows in acquiring new proprietary software, which may also include software maintenance, and is available from only one supplier. Regardless of how the software purchase is executed, FI\$Cal must retain, in the official procurement file, a statement that supports why the transaction is exempt from competitive solicitation.

New Proprietary Software

If the software purchase:	Then FI\$Cal:
Is within FI\$Cal's approved IT purchasing authority	<p>May execute the purchase as follows:</p> <p>NCB justification:</p> <ul style="list-style-type: none"> ▪ Not required for transactions valued at \$250,000 or less. ▪ Required for transactions exceeding \$250,000 and must be approved by the FI\$Cal Executive Partner (or next ranking official) and submitted to the DGS/PD for approval. ▪ Obtain a signed letter from the software publisher/ manufacturer stating that the product/service being acquired is not available through any other source. (This serves as documentation to support the non-competitive status of the purchase.) ▪ Obtain approval by the FI\$Cal Executive Partner (or next ranking official) prior to award on the purchase document (STD.65 or STD.213-Standard Agreement for IT goods and services) for any transaction that exceeds \$250,000. <p>Note: The purchase document may not exceed the department's IT purchasing authority.</p>

If the software purchase:	Then FI\$Cal:
Exceeds FI\$Cal's approved IT purchasing authority	<ul style="list-style-type: none"> ▪ Must submit the transaction to the DGS/PD on a Purchase Estimate (STD.66) for the DGS/PD to conduct the procurement and execute the contract. ▪ Must obtain and provide the necessary documentation to the DGS/PD in support of the non-competitive status of the contract. If over \$250,000 – an NCB is required. ▪ Obtain a signed letter from the software publisher/ manufacturer stating that the product/service being acquired is not available through any other source. (This serves as documentation to support the non-competitive status of the purchase.) ▪ Obtain approval by the FI\$Cal Executive Partner, FI\$Cal Director, FI\$Cal Executive or Deputy Director of Administration prior to award on the purchase document (STD.65 or STD.213-Standard Agreement for IT goods and services) for any transaction that exceeds \$250,000. <p>The DGS/PD will be the repository for all of the software publisher/manufacturer letters when The DGS/PD is the approving authority.</p>

10.5.2 Obtaining Software Letters

The requirement to obtain a signed letter from the software publisher and/or manufacturer stating the proprietary nature of the good is applicable for acquisitions of existing proprietary software maintenance or acquisitions of new proprietary software, software maintenance, and/or upgrades purchases available on LPA contracts such as MA, CMAS or the SLP. Proprietary in this sense means there are no other available known sources to obtain the software.

10.5.3 Cost Reasonable Documentation

As indicated by SAM section 1233, purchases although exempt by statute or policy, must still be reasonable in cost and justification. It is recommended that the official procurement files should include documentation to support fair and reasonable pricing for all proprietary software, software maintenance and/or upgrade purchases, regardless of value.

10.6 Purchases Exempt by Statute or Policy

10.6.1 Purchases Exempt by Statute

Some purchases may be awarded without advertising or competitive bidding as a result of being exempt by statute.

Although exempt by statute, the purchasing authority dollar thresholds still apply. Purchases that exceed FI\$Cal's purchasing authority must be submitted to DGS/PD for review, approval, and execution. The following non-IT and IT purchases may be awarded without advertising or competitive bidding and without seeking NCB approval subject to the restrictions noted:

- Emergency contracts, which are necessary for the immediate preservation of life or state property, are exempt from the Non- Competitive Bid Contract (NCB) justification process. Contracts issued as a result of an emergency may be entered into immediately. However, such contracts are subject to otherwise applicable statutory approval requirements and the reporting requirements.
- Goods and services for which the state has entered into an LPA. Note: This is limited to those LPAs which have been competitively bid or which have been determined to be required for essential services and which have been established by a methodology that assures the state of a reasonable price for the goods/services offered.

10.6.2 Purchases Exempt by DGS Policy

There are non-IT and IT purchases that may be awarded without advertising or competitive bidding and without an NCB, as a result of being exempt by policy. Although exempt by statute or policy, the purchasing authority dollar thresholds still apply. For purchases that exceed FI\$Cal's purchasing authority requests must be submitted to the DGS/PD for review, approval, and execution of the purchase.

- The following purchases may be awarded without advertising or competitive bidding subject to the restrictions noted: Proprietary subscriptions, proprietary publications and/or technical manuals (manuals, law books, technical manuals, technical services related to publications, etc.) regardless of media format, up to \$250,000.
- Contracts with business entities operating Community Based Rehabilitation Programs (CRP), which meet the criteria established by Welfare and Institutions Code Section 19404. Note: Exception does not apply to contracts justified pursuant to GC section 19130(a). Amendments to existing purchase documents under the same terms and the same or lower rates, where a protest or other legal action delays the award of a new contract. These amendments should only last during the period the protest or legal action is pending and a new purchase document can be executed, but in no case shall this exemption extend beyond six (6) months for a particular amendment.
- Maintenance agreements for equipment that is under documented warranty, or where there is only one authorized or qualified representative, or where there is only one distributor in the area for parts and services. This exception applies only in circumstances where services to be provided are less than \$250,000; if over \$250,000 – an NCB is required.
- Amendments to existing contracts which were originally competitively bid subject to the following restrictions:
 - Competitively bid contracts for IT goods and services, which included options for changes (e.g., quantity or time), may be amended consistent with the terms of the original contract providing for such extension(s) if such options were evaluated during the solicitation process.
 - Contracts for IT services under the Health Insurance Portability and Accountability Act (HIPAA) MSA shall be exempt from compliance with the following requirements and limitations:
 - Contracts/amendments providing for a contract value between \$500,000 and \$5 million for IT services are reviewed by the Office of HIPAA Implementation (OHI) and approved by the DGS.
 - Contracts/amendments providing for a contract value greater than \$5 million are reviewed by OHI and the DGS and approved by the Department of Finance.
 - Amendments to the CALNET II MSA for mandatory services defined as Lineside, Voice Network, Data Services, and Billing Services.

10.6.3 Supporting Statement

Buyers shall ensure the basis for the exemption from advertising or competitive bidding either by policy or statute is documented in the official procurement file. Documentation must be provided in sufficient detail to support how the exemption is authorized.

Example #1 "This purchase is exempt from advertising and/or competitive bidding based on the DGS policy as identified in SCM Volume 2, item 5.5.1.

Example #2 “This purchase is exempt from advertising and/or competitive bidding based upon the use LPA # ____.

10.6.4 Developing the Solicitation

The written offer and acceptance may be obtained by having the supplier respond to a Request for Quote (RFQ) document (Appendix J/Appendix K) that is only provided to the one supplier. The RFQ must contain the following elements:

- Date and time the response is due
- Details of the purchase, including quantities, description, support coverage, coverage dates, etc.
- Fill-in space or a cost sheet for the supplier to provide pricing
- Request for the signature of the authorized supplier representative that can bind the company contractually
- Reference or hardcopy the applicable state General Provisions and any additional contract modules (specific to non-IT or IT goods and service) or special provisions applicable to FI\$Cal

Buyers, when conducting business with the only known supplier, must provide the supplier with an opportunity to review and accept the State’s terms and conditions prior to the State executing a purchase document. This practice avoids the possibility of a dispute with suppliers once the purchase document is executed.

10.6.5 Obtaining the Price Quote

Buyers conducting non-IT goods purchasing activities for transactions that are exempt from competitive bidding or advertising or that are NCB contract purchases shall obtain a written offer and acceptance of the state’s terms and conditions when transacting business with the only known supplier.

10.6.6 Cost Reasonableness

As indicated by SAM §1233, purchases, although exempt by statute or policy, must still be reasonable in cost and justification. Official procurement files must include documentation to support the cost reasonableness for the purchase.

10.6.7 Supplier Contracts and Forms

Contract forms, license agreements or ordering documents provided by suppliers should not be signed by state employees. These most often contain terms and conditions inconsistent with the State’s contract terms and conditions and can result in conflict.

Signing a supplier’s software license agreement is prohibited. A review of the supplier’s software license must take place before a supplier’s software license agreement may be considered for incorporation into a purchase document.

11 SOCIOECONOMIC AND ENVIRONMENTAL PROGRAMS

FI\$Cal complies with California's socioeconomic and environmental programs affecting procurement and contracting. FI\$Cal's Buyers are responsible for promoting these programs and ensuring their appropriate incorporation into procurement and contracting activities. Careful consideration should be given to using a program which may impact participation goals of another. Meeting SB and DVBE goals shall be a primary consideration of Buyers.

11.1 Americans with Disabilities Act (ADA)

Acquisitions conducted under FI\$Cal's delegated purchasing authority are subject to the ADA. As such, FI\$Cal must:

- Ensure that all FI\$Cal programs, activities and services are available to all persons, including persons with disabilities.
- Ensure the FI\$Cal ADA Coordinator is available to assist and respond to persons with disabilities needing a reasonable accommodation to participate in the procurement process.

11.1.1 Provide Reasonable Accommodation

Buyers shall ensure reasonable accommodation is provided to those persons with disabilities participating in the procurement process. Questions regarding reasonable accommodation shall be referred to the Human Resources Office.

11.1.2 FI\$Cal ADA Coordinator

FI\$Cal's ADA Coordinator is assigned to the Human Resources Office. The ADA Coordinator will work directly with the employee to ensure the reasonable accommodation procurement request is submitted to the VMO-PS, via the Business Services Office, and ensure the goods/services have been received and accepted. In order to maintain confidentiality, the ADA Coordinator will not submit medical documentation to the VMO-PS and instead identify on the procurement request that the equipment is being purchased to fulfill a reasonable accommodation. All documentation related to the employee's request is considered confidential and is kept in Human Resources Office.

11.1.3 DGS/PD Assistance Available

In the event DGS/PD assistance is required, Buyers shall coordinate through the FI\$Cal PCO/FI\$Cal PAC.

11.1.4 Contact Numbers for TTY/TDD and California Relay Service

Telephone device service for the deaf and California Relay Service numbers are:

- TTY/TDD
 - Sacramento Office: (916) 376-1891
 - Fullerton Office: (714) 773-2093
- California Relay Service
 - Voice: 1-800-735-2922
 - TTY/TDD: 1-800-735-2929

11.1.5 Advance Notice

DGS/PD requires a minimum of 10 working days to coordinate such assistance.

11.2 Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Contracting Opportunities

Pursuant to the Small Business Procurement Contract Act, Government Code (GC) §§14835-14843, all Buyers must offer procurement opportunities to California certified SB, micro business (MB) and DVBE whenever possible. FI\$Cal makes every effort to seek out and include certified SBs, MBs, and DVBEs when conducting any procurement activity within FI\$Cal's approved purchasing authority.

11.2.1 Annual Statewide Participation Goals

Pursuant to Executive Order D-37-01 and PCC section 10115, each department shall have an annual statewide participation goal in state contracting of not less than 25 percent SB and not less than three percent DVBE. These goals were established to enhance and encourage competition by creating an optimum environment that affords all businesses equal access to state contracting opportunities. If FI\$Cal is unable to meet the required participation goal(s), the SB Advocate will develop and submit an Improvement Plan with annual reporting(s).

11.2.2 SB Advocate

In accordance with GC section 14846, an SB Advocate has been delegated since FI\$Cal's annual purchasing activities exceed \$100,000 regardless of purchasing type(s) or categories whose duties include but are not limited to:

- Identifying potential SB subcontractors and potential subcontracting opportunities.
- Making information regarding pending solicitations available to and consider offers from certified SB suppliers capable of meeting the state's business need.
- Ensuring that payments due on purchase documents with SB suppliers are promptly made as provided by GC section 926.16 or 927.
- Tracking subcontracting dollars spent for annual reporting.

The SB Advocate shall ensure all procurement staff are apprised of and/or receive training on new program elements.

11.2.3 Available Procurement Approaches to Achieve Goals

Buyers shall ensure the SB/DVBE Option is considered first in all applicable solicitations before considering other options. The SB/DVBE Option is to target either SBs or DVBEs for award to help meet one of the annual participation goals.

11.2.4 SB/DVBE Option

GC 14838.5 (a) and (b) enables a Buyer to conduct a competitive solicitation valued at \$5,000.01 through \$249,999.99 that targets only certified SB or DVBE suppliers. Buyers shall ensure that all solicitations meeting this option are utilized first if possible. Refer to SCM Chapter 3.2.0, for detailed information.

11.2.5 Verifying Certification Status

Buyers shall verify SB and DVBE certification status prior to a contract award regardless of the procurement approach. This verification must be obtained by accessing the SB/DVBE Services certified firm inquiry database located on the DGS/PD web page <http://www.dgs.ca.gov/pd/Programs/eprocure.aspx>. Buyers shall print a copy of the DGS status from this web page and place a copy in the official procurement file.

11.2.6 Commercially Useful Function (CUF)

In accordance with GC section 14837, Buyers shall include in their non-IT and IT solicitations that all SB and DVBE contractors, subcontractors and suppliers that bid on or participate in a state contract, regardless of being a verbal or written solicitation, must perform a CUF. In addition, the requirement to determine CUF is not affected by the applicability of the five percent SB preference and/or the DVBE incentive program. There is no exception to this requirement. Buyers shall determine that a CUF is performed by requiring the Bidders to complete a [GSPD 05-105 Bidder Declaration](#) and STD. 843 DVBE Declaration prior to contract award and document the procurement file. The Bidder Declaration is not required for:

Amendments that do not involve new or substitute

- Amendments that do not involve new or substitute subcontractors
- Emergency purchases as defined by PCC section 1102 if it is ascertained that the bidder has not been listed as ineligible to transact business with the State, is not a California certified DVBE and is not using subcontractors
- Purchases activities using Community Rehabilitation Programs or Prison Industry Authority
- Verbal solicitations under \$5,000 if it is ascertained that the bidder has not been listed as ineligible to transact business with the State, does not possess a California DVBE certification and the bidder is not using subcontractors

For additional information, please see the DVBE and SB Program Violations and Sanctions web page located at <http://www.dgs.ca.gov/pd/Programs/OSDS/firmviolations.aspx> [DVBE and SB Program Violations and Sanctions web page.](#)

11.2.6.1 How to Determine CUF

A certified SB/MB or DVBE is deemed to perform a CUF when the Buyer determines the business does all of the following:

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

A contractor, subcontractor, or supplier will not be considered to perform a CUF if the role of the contractor or supplier is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB, MB, or DVBE participation. After award, the CM/Requestor will must monitor compliance with CUF for the duration of the contract.

11.3 DVBE Participation Program – Authority

The DVBE participation program for state contracts is established in PCC §10115 et seq., Military and Veterans Code, §999 et seq. and CCR, Title 2 §1896.60 et seq.

Pursuant to Executive Order D-37-01 and PCC §10115, FI\$Cal seeks to meet the annual statewide participation goals in state contracting of not less than three percent for DVBE. FI\$Cal's competitive solicitations include language that complies with the DVBE program.

A DVBE incentive is a method that provides an advantage to certain bidders.

The incentive is applied during the evaluation process for bids proposing participation of California certified DVBEs. The application of an incentive varies from that of a preference both in when it is incorporated into competitive solicitations and how incentive percentages are determined and calculated. Unlike preferences in which the inclusion is standardized in competitive solicitations and a standard percentage is stipulated, discretion is left to FI\$Cal to determine incentive percentages for a particular transaction based upon a business strategy to achieve the annual goal.

The DVBE incentive applies to all non-IT and IT competitive solicitations whenever the solicitation includes the DVBE Program Requirement, regardless of format (RFQ, IFB, RFP or phone quotes), delivery method or dollar threshold. If a solicitation includes the DVBE Program Requirement, Buyers will use the DGS provided [DVBE Program Requirements](#) packet whenever conducting competitive solicitations under FI\$Cal's approved purchasing authority.

11.3.1 Waiving the Requirement

FI\$Cal may elect to exempt a solicitation from the DVBE Program Requirement and/or the DVBE incentive providing it has obtained the required signed approvals and has met specified exemption criteria detailed in the DVBE Program Requirements and DVBE Incentive Waiver (GSPD-07-04) form. Buyers must complete and document the form as directed.

If FI\$Cal met or exceeded the DVBE three (3) percent goal for two (2) out of the three (3) previous years, the FI\$Cal Executive Partner or designee may elect to exempt contracts from the DVBE incentive.

Buyers shall seek approval from the FI\$Cal Executive Partner and ensure such approval on the [DVBE Program Requirements and DVBE Incentive Waiver Form \(GSPD-07-04\)](#) is retained in the official procurement file any time a waiver is requested and approved. Note: The three (3) percent annual DVBE goal still applies.

11.3.2 Competitive Solicitation and DVBE Requirement

Buyers shall ensure the inclusion of DVBE solicitation language in all solicitations that are not waived by the FI\$Cal Executive Partner. FI\$Cal DVBE solicitation language shall always include the DVBE Program Requirement. Buyers will use the DGS provided California [DVBE Program Requirements](#) packet whenever conducting competitive solicitations under FI\$Cal's approved purchasing authority.

Buyers shall ensure any solicitation which does not contain DVBE language is so indicated.

11.3.3 Meeting DVBE Program Requirements

Buyers shall ensure applicable DGS forms (e.g., STD. 810/843) for DVBE program requirements and the DVBE incentive program are included in all solicitations. Deviations to these forms shall be used only if pre-approved by the PCO.

If DVBE participation is a requirement of the competitive solicitation then a bidder must document commitment to full DVBE participation, i.e., locate and commit to using certified DVBE firms who will perform the percent of work specified by the solicitation. The DGS/PD's OSDS publishes DVBE Resources on its web site that lists approved DVBE trade and focus papers. Click here to access the [DVBE Resources](#).

There are two methods of meeting the goals:

- For non-DVBE bidders: Commit to use DVBEs for not less than the percentage specified in the solicitation, or
- For DVBE bidders: Commit to perform not less than the percentage specified in the solicitation with its own forces or in combination with other DVBEs

11.3.4 Incentive Percentages

Competitive solicitations that include the DVBE participation requirement, regardless of solicitation format (RFQ, IFB, or RFP) delivery method or dollar value must identify in the solicitation the allowable incentive percentage(s) and how evaluation will occur. For awards based on low price, the allowable incentive percentage(s) identified in the solicitation cannot exceed 5% or be less than 1%. For awards based on high points, the incentive cannot exceed 5% or be less than 1% of total possible available points, not including points for socioeconomic incentives or preferences.

The following table pertains to awards based on low price. It is located in the DVBE Program Requirements packet and identifies the percentage(s) used to adjust the net bid price when calculating the DVBE incentive.

Confirmed DVBE Participation of:	DVBE Incentive:
5% and Over	5%
4% - 4.99% inclusive	4%
3% - 3.99% inclusive	3%

Should the circumstances of a particular acquisition dictate the need, the packet provides a provision to override the table with another table that either depicts:

- A different scale with varying percentages (within the acceptable range) or
- Single incentive percentage (within the acceptable range)

If the table will be superseded, elsewhere within the solicitation identify the new table and state that it overrides the table in the DVBE Program Requirements. Obtain managerial approval and document the rationale for the change in the procurement file. Ensure that the incentive amount does not exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

Note: Prior to a Buyer including either of the above variances in the DVBE incentive requirements, the rationale for the change must be documented in the procurement file. The procurement file must also include signed approval for the variance by the PCO or a designee at a managerial level with sufficient knowledge of the day-to-day procurement activities. If the DGS/PD is conducting the procurement, a copy of the rationale for the change with the appropriate signed approval must be forwarded to the DGS/PD with FI\$Cal's requisition.

11.3.5 Documenting the Results

It is the responsibility of the PCO or his/her designee to establish the appropriate protocol within his/her organization to ensure that buyers document the application of the DVBE incentive for reporting purposes.

When a Buyer conducts an acquisition under FI\$Cal’s delegated purchasing authority, the [Procurement Summary](#) (GSPD-300) document or a similar document developed by FI\$Cal will be used to document the application of the DVBE incentive. When conducting a formal competitive solicitation (RFP or IFB), the Evaluation and Selection Report will be used. When award is based upon value effective methodology (also referred to as high score), the methodology used to determine incentive points must be documented in the procurement file.

Click here to access the [Participation Worksheet revised 12/05/07](#)

Click here to access the [Participation Worksheet Instructions revised 12/2007](#)

If DGS/PD is conducting the procurement, it will indicate in the purchase order(s) sent to FI\$Cal if the application of the DVBE incentive resulted in an award. Buyers who receive this information from DGS/PD will process the information according to the reporting protocol established by the PCO.

11.3.6 How to Calculate the Incentive

The following steps are taken by the Buyer to calculate the incentive. Since the percentage of participation can vary between bidders, and thus the incentive percentage can vary, the “calculated incentive amount” will need to be determined for each incentive percentage (see below).

Step	Calculation Action
1	Identify the bidder with the #1 ranked net bid price (the lowest responsive bid).
2	Based upon the evaluated DVBE participation percentage, determine the corresponding percentage of DVBE incentive for the bidder.
3	Multiply the #1 ranked net bid price by the DVBE incentive percentage to determine the “calculated incentive amount” for the bidder. Compare the “calculated incentive amount” to the incentive maximum (specified percentage or identified cap if any), and use the lower figure as the incentive amount.
4	Subtract the incentive amount from the net bid price of the bidder. If a preference calculation was performed, be sure that the allowable cumulative adjustment is not exceeded.
5	Repeat Steps (as needed) for each qualified bidder.

11.3.7 Low Price Awards

For purposes of the examples, bidders listed with a certified status are deemed eligible for the preference or incentive. DVBE = bidder is eligible for the DVBE incentive; SB = prime is a small business; MB = prime is a microbusiness; SB/NVSA = prime is a small business nonprofit veteran service agency; NS = non-small business prime claiming preference due to qualifying subcontractors.

Example – Incentive Calculation				
Bidder:	A	B	C	D
Responsive & responsible	Yes	Yes	Yes	No
Eligible preference	None	SB	MB*	MB
Eligible DVBE incentive	None	3%	5%	None
Net bid price	\$8100	\$8150	\$8300	\$8000
Rank	1*	2	3	N/A
Preference amount		\$ 405	\$ 405	N/A

Subtotal		\$7745	\$7895	
Rank	3	1*	2	N/A
Incentive percentage		3%	5%	
Incentive amount		\$ 243	\$ 405	
Evaluated bid price	\$8100	\$7502	\$7490	---
Final rank	3	2	1	N/A

Results:

*Following application of the SB preference the lowest responsive, responsible bidder is a certified small business (Bidder B). However both Bidder B and Bidder C are eligible to receive the DVBE incentive and since Bidder C is also a responsive and responsible SB, the incentive calculation is performed.

Incentive Calculation:

Step	Action
1	Identify the net bid price of the #1 ranked bidder (Bidder A at \$8100).
2	Calculate the 5% SB preference for both Bidder B and Bidder C: $\$8100 \times .05 = \405
3	Determine the corresponding percentage of DVBE incentive for the bidder; Bidder B has 3% DVBE participation so the incentive is 3%.
4	Determine the "calculated DVBE incentive amount" for Bidder B by multiplying the #1 ranked bid amount by the incentive amount. ($\$8100 \times .03 = \243). Compare it to the DVBE incentive maximum, if applicable, and use the lower figure.
5	Subtract the SB preference amount and the DVBE incentive amount from the net bid price of Bidder B: $\$8150 - \$405 - \$243 = \7502 .
6	Repeat steps for Bidder C. Determine the "calculated DVBE incentive amount by multiplying the #1 ranked bid amount by the incentive amount. ($\$8100 \times .05 = 405$). Subtract the SB preference amount and the DVBE incentive amount from the net bid of Bidder C: $\$8300 - \$405 - \$405 = \7490 .

Award: The award is to Bidder C.

11.3.8 Substitution of Subcontractors

After award of a contract, the successful bidder must use the DVBE subcontractors and/or suppliers proposed in the bid or proposal to the State unless a substitution is requested. A prime contractor may, subject to the approval of the DGS/OSDS, replace a DVBE identified by the prime contractor in its bid, with another DVBE pursuant to Military and Veterans Code Section 999.10 (a).

The California Code of Regulations (CCR), Title II section 1896.73 provides the current requirements for FI\$Cal to approve the substitution of a DVBE subcontractor. FI\$Cal shall follow the process set forth in 2 CCR section 1896.73 when a prime contractor requests the substitution of a DVBE subcontractor with the added provisions that:

- Only another DVBE subcontractor shall be considered to replace a DVBE subcontractor, and
- FI\$Cal shall obtain final approval to replace a DVBE subcontractor from the DGS/OSDS.

11.3.9 Additional DVBE Information

Refer to the DGS/PD DVBE web page for additional information. Please see the DGS/PD DVBE web page for additional information: DGS/PD DVBE Participation web page.

11.4 SB Preference and Competitive Solicitations – Preference Amount

Buyers shall ensure all solicitations offer a five percent preference to certified SBs when conducting a competitive solicitation, regardless of the dollar value and solicitation format (with few exceptions; e.g., SB/DVBE option, less than \$5,000, fair and reasonable).

Exception: The SB preference is not applicable when the solicitation is being conducted using the “SB/DVBE Option” procurement approach or if the acquisition is less than \$5,000.00 and price has been documented to be fair and reasonable.

11.4.1 Applying the Preference

1. If SB preference is claimed, it shall be 5% of the net bid price of the lowest responsible bidder meeting specifications. Also see Topic 2 of this chapter for CUF requirements. Note: The net bid price is the value of the bid excluding sales and use tax, finance charges, postage and handling charges. Shipping charges are also excluded from the net cost unless the shipping charge is included in the evaluation such as FOB Origin, Freight Collect or FOB Destination. The net bid price includes any evaluation corrections and applicable discounts.
2. Subtract this amount from all qualifying bids
3. If no other preferences or the DVBE incentive are applicable, re-rank bids to determine which bidder has the low responsive bid. Award is made to the #1 ranked bid. Note: Applying the SB preference formula is for evaluation purposes only and does not change the actual bids offered by any suppliers.
4. Document the procurement file in sufficient detail to support the award. Documenting the file includes recording the SB preference calculations. Example:

Supplier A – Bidder does not qualify for the SB preference: Multiplied the low net bid price by preference factor ($\$12,500 \times .05 = \625)

Supplier B – Certified SB: Subtracted the preference adjustment from the net bid price ($\$13,000 - \$625 = \$12,375$)

Results: Since \$12,375 is less than \$12,500 the award was made to the certified SB (assuming all other conditions of the solicitation were met).

11.4.2 Maximum Preference Allowed

For awards based on low price, the maximum bid preference allowed individually may not exceed \$50,000 for any bid, and the combined cost of preferences granted may not exceed \$100,000.00 total. In combination with any other preferences (TACPA, SB, non-SB subcontracting participation, recycled, etc.), the maximum limit of the combined preferences is 15% of the bid amount and, in no case, more than \$100,000.00 per bid, whichever is less.

11.4.3 Tie between Suppliers

In the event of a precise tie between the bid of a certified SB and the bid of a certified DVBE that is also a SB, the award shall go to the DVBE that is also a SB. (Reference GC section 14838 (f). Note: Only the recycle preference can preclude award to a small business that is either ranked #1 or moves into the #1 rank following application of the small business

preference. However, one small business can displace another small business for award as a result of application of other preferences and/or the DVBE incentive.

The recycle preference when award is based on low cost is limited to \$50,000 if its application would preclude award to a small business.

11.5 Non-SB Subcontractor Preference and Competitive Solicitations – Preference Amount

FI\$Cal offers a five percent preference to non-small businesses (non-SBs) that commit 25 percent of their net bid price to SB subcontractors who participate on their teams, per GC §14838(b)(1)(2).

Buyers must include non-SB preference language in all written solicitations, except those solicitations conducted as a “SB/DVBE Option” procurement approach or if the acquisition is less than \$5,000 and price has been documented to be fair and reasonable. The SB preference must be applied when a responsible bidder that is not a California certified SB or a non-SB claiming 25% CA certified SB subcontractor participation submits the lowest responsive bid.

11.5.1 Documenting the Commitment

A non-SB supplier claiming 25 percent SB subcontracting participation must include in a bid response the following information in support of the subcontracting claim:

- Subcontractor name(s)
- Subcontractor address(es)
- Subcontractor phone number(s)
- A description for the work to be performed and/or goods supplied
- The dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor

Buyers shall ensure each SB meets CUF.

11.5.2 Required Solicitation Language

Buyers shall ensure non-SB preference language is included in all applicable solicitations.

11.5.3 Applying the Preference

This non-SB preference is applied in the same manner as SB preference. Buyers must ensure resulting low bid after applying preferences is not awarded to a non-SB if the award based on preference displaces a SB supplier.

11.5.4 Ties between Suppliers Claiming Preferences

Buyers shall put tiebreaker language in the solicitation document indicating how the contract award will be made in the event of a tie. Examples of permissible tiebreakers are a coin toss or other similar objective method. Such event must be observed by witnesses and the affected bidders should be invited.

Note: In the event of a precise tie between a SB bid and a non-SB subcontracting with SBs, the award will be made to the SB.

Note: Recycled tire product contracts will be awarded to the bidder whose product has the greatest percentage of recycled tire content if the fitness, quality, and price are equal. (PRC

section 42894) "Recycled tire product" means a product with not less than 50 percent of its total content derived from recycled used tires. (PRC section 42890.)

11.5.5 Maximum Preference Allowed

For awards based on low price, the maximum preference allowed to a non-SB business claiming SB subcontracting may not exceed \$50,000.00 for any bid. Combined bid preferences (SB, TACPA and/or recycled) may not exceed 15% or \$100,000.00 whichever is less.

11.6 SB Nonprofit Veteran Service Agencies and Competitive Solicitations – Preference Amount

Buyers shall offer a five percent preference to nonprofit veteran service agencies (NVSA) that have been certified as a SB/NVSA when conducting a competitive solicitation.

11.6.1 Eligibility

NVSA suppliers will be designated as SB/NVSA on the DGS Office of SB and DVBE Certification (OSDC) website. A SB/MVSA must already possess a valid certification prior to submitting a response to a competitive solicitation.

11.6.2 Verifying Certification Status

As with other certifications, Buyers shall verify SB/MVSA status by accessing the SB/DVBE Services certified firm inquiry database on the DGS website. Additionally, a copy of the applicable certification shall be retained in the official procurement file.

11.6.3 Applying the Preference

SB/NVSA shall be applied only when acting as the prime supplier. The application of this preference is applied in the same manner as the SB preference.

11.6.4 SB/DVBE Option

Buyers may solicit certified SB/NVSA when conducting a SB/DVBE Option in accordance with GC section 14838.5 (a).

11.6.5 Notification of Ineligibility

Notification of ineligibility will be disseminated through DGS/PD broadcast bulletins and the information posted on the OSDC website. Any existing contract awarded based on SB preference to an ineligible SB/NVSA must be terminated and the affected supplier will be ineligible to contract for two years.

11.7 Competitive Solicitation Preference Programs – TACPA

Pursuant to GC §4530 et. Seq., the preference program that FI\$Cal offers is Target Area Contract Preference Act (TACPA) which encourages and facilitates job maintenance and job development in distressed and declining areas found in California cities and towns.

Any type of competitive solicitation for non-IT goods or IT competitive solicitations are required to include the TACPA preference program attachments in solicitations valued at more than \$100,000.00. The TACPA preference only applies to California based firms that demonstrate and certify under penalty of perjury that at least 50% of the total labor hours for manufactured goods or 90% of the total labor hours for services will be performed in distressed areas.

Bidders may also apply for an additional work force preference of one to four percent if the bidder agrees to hire certain identified persons equal to a percentage of its work force during the contract performance period. (See GC section 4534.1, 7084(c), and 7118(c)).

11.7.1 TACPA Solicitation Language

Buyers shall include language that identifies to bidders that the TACPA preference is applicable to the competitive solicitation. Although FI\$Cal is required to include the TACPA program in competitive procurements with a value of \$100,000, FI\$Cal includes them in all IT and non-IT competitive solicitations valued at \$85,000 or more. FI\$Cal does this to avoid the possibility of having to cancel and re-issue the solicitation if the lowest responsive bid received in response to a solicitation is \$100,000.

FI\$Cal's procurement documents include language that identifies to bidders that the TACPA preference is applicable to that competitive solicitation. FI\$Cal uses the following solicitation language in all non-IT and IT competitive solicitations valued at \$85,000 and greater.

Recommended solicitation language is as follows:

The TACPA preference will be granted for this procurement. Bidders wishing to take advantage of this preference will need to review the following website and submit the appropriate response with the bid: [TACPA](#).

Bidders wishing to take advantage of these preferences are required to submit the following applications/forms:

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

11.7.2 Program Descriptions

Additional information regarding these programs is found on the DGS/PD websites referenced above, and in the following documents:

- SCM 1
<http://www.ols.dgs.ca.gov/Contract+Manual/default.htm>
- SCMs 2 and 3
<http://www.dgs.ca.gov/pd/Resources/publications/SCM2.aspx>
<http://www.dgs.ca.gov/pd/Resources/publications/SCM3.aspx>

Legislation effective January 1, 2005 (AB 2397) imposed steeper penalties for businesses that furnish false preference certifications. It also permits DGS to temporarily suspend a TACPA bidder or supplier that has demonstrated a lack of reliability in completing contracts, including unsatisfactory contract performance, unwillingness to honor a binding bid or contract, and multiple strikes. Such businesses are ineligible to transact any business with the State and suspended from bidding on state solicitations for a period of not less than six months and not more than 36 months. Additionally, bidders claiming the TACPA preference are now required to identify each firm in a supply chain, including the bidder that will perform contract labor required to complete the contract.

11.7.3 Maximum Preference Allowed

The maximum preference allowed for TACPA may not exceed \$50,000.00 for any bid. In combination with any other preferences (TACPA, SB, non-SB subcontracting participation, recycled, etc.), the maximum limit of the combined preferences is 15 percent of the bid amount and, in no case, shall be more than \$100,000.00 per bid.

11.7.4 Sample Participation Worksheet

Click here to access the [Participation Worksheet revised 12/05/07](#).

Click here to access the [Participation Worksheet Instructions revised 12/2007](#).

This form is optional. The form is being provided only as an example of how FI\$Cal can collect participation data.

11.7.5 Preference Program Contact Information

The DGS/PD/Dispute Resolution and Preference Program administer the bid preference programs.

Click here to access the [Dispute Resolution and Preference Program web page](#).

11.8 State Agency Buy Recycled Campaign (SABRC) Program – Utilizing Recycled Content Products (RCP)

PCC §12203 et. Seq., requires Buyers to utilize RCP. A minimum of 50 percent of funds expended in each of the targeted categories must be products meeting the requirements of an RCP. The required RCP varies by SABRC product category.

11.8.1 RCP Purchasing Requirements

Buyers shall consider recycled products in conducting its purchasing activities. FI\$Cal promotes the procurement of sustainable and RCPs. The PAC ensures that the responsibility for SABRC is shared among procurement personnel, managers, buyers, contract specialists, contractors, suppliers and all others who procure goods and services for the State.

Buyers must consider RCP in conducting its purchasing activities and are required to comply with the RCP requirements of the SABRC contained in PCC Sections 12200-12217.

The SABRC reportable categories and requirements are located on the CalRecycle website:

<http://www.calrecycle.ca.gov/BuyRecycled/StateAgency/Buying.htm>

11.8.2 Recycled Preference and Competitive Solicitations

Pursuant to PCC section 12203 (d), to the maximum extent economically feasible in performance of the contract work, Buyers shall require the businesses with whom it contracts to use recycled content products. Buyers shall contact the Department of Resources Recycling and Recovery (CalRecycle) at (916) 341-6199 or SABRC@CalRecycle.ca.gov for information on qualifying SABRC reusable and recycled content products.

11.8.3 Supplier Certification

Pursuant to PCC section 12205, all purchases of products in the targeted categories must include a written certification by the business/supplier, under penalty of perjury as to the recycled content percentage. The supplier may certify that the product or material contains zero recycled content.

The Post-Consumer Recycled Content Certification form can be found at: <http://www.calrecycle.ca.gov/BuyRecycled/StateAgency/Certify.htm> (CalRecycle/CIWMB Form 74). This certification can be waived if the post-consumer recycled content can be verified by other written means such as product label, packaging, catalog, manufacturer/vendor website, product advertisement.

For additional information contact CalRecycle at (916) 341-6199 or SABRC@CalRecycle.ca.gov

11.8.4 Tire Recycle Preference

Per Public Resources Code (PRC) section 42890 et seq., a 5 percent (5%) recycle preference is available for recycled tire products (also known as tire-derived products). Recycled tire products are reportable for SABRC and purchases are SABRC compliant if they contain at least 50 percent recycled used tires.

11.8.5 Tire Preference Evaluation

When evaluating bids, application of the tire recycle preference is only applicable if both virgin products and recycled content products (RCP) are acceptable for a line item and the products bid are similar. Should only recycled content products be bid, then the preference is not calculated.

Should a solicitation include a mix of line items containing both qualified and non-qualified tire-derived RCPs, the preference shall only apply to qualified line items. If line item awards are made, the preference shall be applied, to the extent possible, so as to maximize award to bidders proposing recycled tire products (PRC section 42892).

Note: Virgin products refer to products not qualified as a recycled content product.

11.8.6 Tire Preference Calculation

The following pertains to the recycled tire product preference for awards based on low price. Only responsive bids from responsible bidders are eligible for the preference.

- The recycle preference is calculated subsequent to price adjustment for the small business preference and prior to application of the DVBE incentive.
- The 5 percent preference is calculated against the net bid price of the lowest responsive bid proposing a virgin product and subtracted from eligible bids proposing recycle content products.
- The preference amount cannot exceed \$100,000.
- The preference cannot exceed \$50,000 if its application would preclude award to a small business.
- Should a bidder be eligible for a recycle preference in addition to another preference(s) and/or the DVBE incentive, the cumulative adjustment is the lower of 15 percent or \$100,000.

11.8.7 Recycled Product Reporting

FI\$Cal complies with PCC Section 12211(a), which requires State agencies to report annually to CalRecycle the results of RCP purchases within specific categories of material types (Refer to Chapter 12 – Reporting Requirements).

11.9 Environmentally Preferable Purchasing (aka: Sustainability or Buy Green)

FI\$Cal supports environmental sustainability and makes a concerted effort to “buy green.” “Environmentally preferable purchasing” as defined in PCC §12400 means the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose. This comparison takes into consideration, to the extent feasible, raw material acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal, energy efficiency, product performance, durability, safety, the needs of the purchaser, and cost.

Buyers are to consider the health and environmental impacts of goods and services in all their procurements and acquisitions and, comply with the Environmentally Preferable Purchasing (EPP) Act as mandated by PCC § 12400-12404.

When purchasing IT equipment, Buyers shall follow the Low Power Office Computing policy outlined in [Technology Letter \(TL\) 12-3](#).

11.9.1 Departmental Requirements

FI\$Cal recognizes that each purchasing decision can have a long-term effect on the environment and understands the importance of EPP. EPP allows each Buyer to review and search for the key environmental attributes needed for a specific acquisition. In addition, the program not only protects the environment, but it also protects human health, saves money, and improves the overall quality of government purchases.

Pursuant to Executive Order B-18-12, Buyers shall purchase and use environmentally preferable products when compared with competing goods that serve the same purpose, whenever applicable, perform well, and are cost-effective. When available, Buyers shall purchase commodities that meet DGS Purchasing Standards on the [DGS Buying Green website](#).

Buyers shall purchase the following commodities in accordance with current DGS statewide contract EPP specifications:

- Remanufactured toner and ink cartridges
- Recycled paint
- SABRC-compliant printing and writing paper products
- Energy Star products

Access the DGS Buying Green website: <http://www.dgs.ca.gov/buyinggreen/Home.aspx>

Access the DGS Buying Green Guide:

<http://www.dgs.ca.gov/buyinggreen/Home/BuyersMain.aspx>

11.9.2 EPP Best Practices

The DGS EPP Buying Green Guide provides best practices, guidelines and specifications including third party certification requirements and procedures for the comparison of the overall values of goods or services. Buyers should use the EPP Buying Green Guide to assist procurement staff in making environmentally preferable purchases.

Click here to access the [California Environmentally Preferable Purchasing Web](#) page for the [EPP Buying Green Guide](#).

12 CONTRACT ADMINISTRATION

FI\$Cal personnel assigned to perform supplier performance and contract administration activities are often referred to as a “contract manager.” This section will refer to them as the Contract Manager (CM). CMs adhere to and conduct business by the same ethical standards as Buyers. FI\$Cal purchasing personnel responsibilities extend beyond successful contract award, encompassing the entire lifecycle from planning to contract close-out. Buyers will remain cognizant of the activities occurring on contracts and help promote thorough documentation supporting the procurement and contracting lifecycle. FI\$Cal has a team (VMO – Vendor Accountability Section) dedicated to the contract management activities of all IT consulting services. These CMs are highly involved in the development of all IT consulting services statement of works to ensure successful contract management. Buyers serve as the CM for all other categories. Refer to Appendix A for the VMO organizational chart.

12.1 Contract Administration Principles

Contract administration begins with the hand-off from the Buyer to the CM, from contract award to contract closeout. FI\$Cal contract administration responsibilities include:

- Approving the final good/services by submitting a written document accepting the deliverables
- Notifying responsible parties when funds can be disencumbered
- Reporting any contract disputes immediately to the Buyer
- Keeping an accurate auditable paper trail of contract administration
- Providing documentation to Buyers
- Verifying accuracy of invoices and approving invoices for payment
- Requesting amendments and/or contract renewals at least three months in advance
- Verifying all work is completed and accepted prior to the contract expiration date
- Completing Contractor Evaluation Report (STD. 4) for consulting services

12.2 The Do’s and Don’ts of Contract Administration

As a general rule, the CMs shall:

- Notify the contractor to begin work.
- Monitor contract activities for compliance with:
 - Work progress to ensure services are performed according to the quality, quantity, objectives, timeframes, and manner specified within the contract.
 - SB and DVBE contractors and/or subcontractors to ensure attainment of approved contract participation goals.
 - Review progress reports, status reports, and timesheets as required.
- Approve the final product/services by submitting a written document accepting the deliverables.
- Provide any documentation to the Vendor Management Office.
- Monitoring expenditures, ensuring funding availability when contract extends over multiple years.

- Verify accuracy of invoices and approving invoices for payment.
- Request amendments/addendums/supplements/changes and/or contract renewals in a timely fashion as determined by policies and complexity of the request (often three – six months in advance).
- Verifying all work is completed and accepted prior to the contract expiration date.
- Performing contract close out activities:
 - Completing Contractor Evaluation Report (STD. 4) for consulting services.
 - Notifying responsible parties when funds can be disencumbered.
- Reporting any contract disputes immediately to the Vendor Management Office.
- Keeping an accurate auditable paper trail of contract administration.

Contract administrators are not authorized to:

- Instruct the contractor to start work before the contract is fully executed.
- Change the scope of the contract without doing so through the formal purchase document amendment process.
- Direct the contractor to perform work that is not specifically described in and funded by the contract.
- Extend the time period of the contract without execution of an approved amendment/addendum/supplement/change.
- Allow the contractor to incur any additional costs over the limit set by the contract.
- Sign a contract as the authorized signatory unless authorized in writing.
- Sign any contractor's contract form.

12.3 Post Award Orientations

Depending on project size and complexity, CMs may meet with the assigned Functional Manager (FM) and supplier to facilitate that all parties have a clear and mutual understanding of contract requirements, and that any potential issues are identified and resolved. This post-award orientation includes the following:

- Providing a complete copy of the authorized purchase document with all attachments to the involved parties
- Identifying the key FI\$Cal and supplier personnel contacts and their responsibilities and authorities
- Reviewing any internal policies and procedures with all parties
- Reviewing any contract reporting requirements with the FM and/or the supplier
- Reviewing the contract payment process, including review time and processing time requirements to avoid payment penalties
- Reviewing any acceptance criteria and review process as required by the contract
- Reviewing the process for requesting an amendment
- Reviewing the communication process for resolving disputes or any other contract issue

- Reviewing documentation requirements for the purchase document audit files and retention

12.4 Ethical Decision Making and Contract Administration

CMs have the responsibility for monitoring contract activities for compliance with work progress to ensure services are performed according to the quality, quantity, objectives, timeframes and manner specified within the contract. CMs should review progress reports, status reports, and timesheets, as well as expenditures.

CMs perform standard contract close-out activities including ensuring completion of the Contractor Evaluation Report (STD. 4) for consulting services by the FM and notifying responsible parties when funds can be disencumbered.

Refer to <http://www.osp.dgs.ca.gov/calrim> for additional information regarding record retention.

FI\$Cal employees involved in procurement and contracting activities are either directly or indirectly spending public funds and are subject to public scrutiny; as such are reminded to:

- Act responsibly.
- Conduct business honestly.
- Avoid wasteful and impractical purchasing practices.
- Avoid real or perceived conflicts when conducting business on the State's behalf.
- Advise personnel of expected standards of ethical and moral behavior during any procurement activities involving their participation.

The FI\$Cal PCO/FI\$Cal PAC is responsible for ensuring all procurement and contracting personnel receive ethics training as required.

All FI\$Cal staff assigned to work on project teams which result in a procurement or service agreement shall sign a Confidentiality Statement which is collected by the Buyer and maintained in the official procurement file.

12.5 Record Retention and Contract Administration

Buyers and CMs have primary responsibilities in this area. FI\$Cal maintains records in sufficient detail to allow anyone to review documentation and understand how the procurement was requested, conducted, awarded and administered.

Buyers are responsible for the official procurement file, initiated during planning for the purchase. CMs are responsible for the vendor file, initiated upon contract signing. Once a contract is closed out, the vendor file and official procurement file are combined and retained by the Buyers. Should records be required for audit or other purposes, Buyers must be contacted. FI\$Cal retains records for at least three years after payment of the last invoice unless a longer period is required in the contract.

Refer to <http://www.osp.dgs.ca.gov/calrim> for additional information regarding record retention.

12.6 Payee Data Record (STD. 204)

Buyers must obtain a completed Payee Data Record (STD. 204) from a supplier prior to executing a purchase document whenever FI\$Cal engages in an activity leading to a payment to an entity other than a government entity. In accordance with SAM §§8112.3 and 8422.190, the completed STD. 204 must be provided to FI\$Cal's Financial Operations Office and must be attached to the purchase document.

LPA contracts generally include the STD. 204. Buyers must obtain a copy of the supplier's LPA to ensure a completed STD. 204 is included. If not, then the Buyer must obtain a completed STD. 204 from the supplier.

Regardless of the procurement approach or payment method, FI\$Cal's Financial Operations Office must verify the receipt of a completed STD. 204 prior to releasing any payments.

All STD. 204s are centrally filed in a cabinet in Suite 116 that all Buyers have access to.

The official procurement file substantiates that the STD. 204 has been obtained.

Refer to <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

12.7 Shipping Methods

Buyers shall contact the Transportation Management Unit (TMU) to determine the cost and routing of freight whenever the weight of the purchase is 100-lbs or more and F.O.B.

Destination, Freight Prepaid is not used. The link to the TMU web page is

<http://www.dgs.ca.gov/pd/Programs/TRansportation.aspx>

The following is contact information for the TMU:

Address: 707 Third Street, Second Floor, West Sacramento, CA 95605-2811

Phone: (916) 376-1888

Fax: (916) 375-4533

Email: transportationmanagement@dgs.ca.gov

The shipping term Free on Board (F.O.B.) identifies the location where title to the goods changes from the seller (supplier) to the Buyer (department).

When non-IT and IT goods are purchased F.O.B. Destination, Freight Prepaid or F.O.B. Destination, Freight Prepaid/Add, title to the goods remains with the supplier until delivered by the carrier to the consignee in original or acceptable condition. If loss or damage occurs in transit, the seller is obligated to replace the goods or otherwise compensate the consignee (FI\$Cal).

Most FI\$Cal purchases will be acquired using the term F.O.B. Destination, Freight Prepaid. LPA purchase documents, unless otherwise specified within the individual LPA user guide, will also identify F.O.B. Destination, Freight Prepaid as the shipping term.

Buyers shall contact TMU prior to using the following shipping methods:

- F.O.B. Destination, Freight Prepaid/Add – Shipping charge is assessed from the originating shipping point to the point of delivery. Upon verification with the TMU, the purchase document must reflect “freight not to exceed cost per supplier quote stated on PO.”
- F.O.B. Origin, Freight Collect – TMU will determine the cost and routing of freight.

For these shipping methods the Buyers must provide TMU with the following information:

- City, State and Zip Code of origin and destination
- Description of goods being shipped
- Estimated shipping weight
- Special handling requirements
- National Motor Freight Classification (NMFC) – up to 7 digits

Example:

A department located in Sacramento identifies FOB Origin: Los Angeles for the shipment of chairs. This translates to the state being charged the cost of shipping from Los Angeles to Sacramento.

DGS TMU approval of freight bills is required for any of the following situations:

1. The amount of the freight bill is \$501 or more.
2. Services **not** performed under a contract, pursuant to the requirements of SAM Section 1200 et seq., specifying the exact rates to be applied for the services.

If a freight bill doesn't bear Transportation Management's approval stamp, it will be taken out of the claim schedule by the State Controller's Office and returned to FI\$Cal. With the returned bill will be a request that it be approved by the DGS Transportation Management Unit before resubmitting for payment. The DGS Transportation Management Unit audit ensures compliance with Government Code Section 14920.

The Buyer forwards all required freight bills to DGS Transportation Management Unit, 707 Third Street, Second Floor, West Sacramento, CA 95605-2811. Buyers should clearly identify the name, five-digit billing code and mailing address of FI\$Cal.

The Buyer must include the supporting documents in order to let DGS Transportation Management Unit audit and approve the supplier's freight bills. All submitted freight bills must have the following documents attached:

1. The invoice.
2. When the freight costs more than \$501, attach all supporting prepaid freight bills.
3. A copy of the purchase order with the supplier.

Bills certified for payment may be scheduled to the State Controller's Office via the DGS Transportation Management Unit to expedite processing.

If the Buyers schedule bills in this manner, they should ensure that bills not requiring the DGS Transportation Management Unit audit are placed on separate schedules and sent directly to the State Controller's Office.

Bills received from carriers for freight transported under Federal Government Bills of Lading should be returned to these carriers with instructions to bill their charges to the federal government.

In accordance with SAM section 3851, 3852, and 8422.1, all freight bills must be audited by the TMU prior to being scheduled for SCO payment. If a freight bill doesn't bear TMU's audit stamp, the invoice will be removed from the claim schedule by SCO and returned to the FI\$Cal.

12.8 Receiving Process

The FI\$Cal policies and procedures provide a means for Buyer and receiving staff to follow up on purchases of goods and services ordered and not yet received. The Requestor follows up with the Buyer to ascertain why the product has not yet been received.

Upon confirming that goods are received, inspected, and are in conformance with the terms of the purchase, the Receiving Coordinator in FI\$Cal's Business Services Office (BSO) Analyst will document the results of the delivery and inspection. The receiving staff will use the Supplier Performance Report (SPR) to report on the quality and timeliness of the contractor's delivery. SPRs will be included in the official procurement file.

The Receiving Coordinator ensures that the goods delivered to FI\$Cal match in every detail to that described on the purchase document and immediately notify the Buyer when the goods do not match the purchase document.

Good substitutions, over shipments or under shipments must not be accepted without being properly documented.

Packing slips must be included in all shipments received by FI\$Cal. At a minimum and in accordance with the standard State's General Provisions, the supplier must provide the following information on the packing slip to ensure the receiving staff can verify products being acknowledged as received:

- Purchase document number
- Item number
- Quantity and unit of measure
- Product part number
- Description of the goods shipped

In accordance with SAM §8422.20, in lieu of the Stock Received Report (STD. 106) the receiving staff use a copy of the Purchasing Authority Purchase Order (STD. 65) as a stock received report to record receiving information at the time goods are received. The Receiving Coordinator checking the goods writes:

- Date received
- Quantity received
- Notes any defect in condition

The packing slips are forwarded to the Buyer to file in the official procurement file on the day the goods are received. The STD. 65 is stamped or similarly designated as "complete" when the order is completely filled. Completely filled is determined by carefully checking the quantity, description, and condition of the goods.

If FI\$Cal elects to accept partial deliveries, a photocopy of the approved STD. 65 may be used as a stock received report.

This process is followed for each partial shipment received through completion. The last stock received report for an order must be stamped or designated as "Complete" when the order is completely filled.

The Receiving Coordinator notifies the Buyer and Requestor whenever a purchase is received as a partial delivery if the purchase transaction did not state whether or not partial deliveries are acceptable. Partial delivery documentation should be provided to the Requestor on a timely basis to allow for any necessary communications between the customer and the supplier to occur.

Staff responsible for checking and taking custody of the goods must sign the receiving document (STD. 65). If the STD. 65 signatory is not the person who physically checked and took possession of the goods, then whoever does sign the STD. 65 must take precautionary measures to assure that the goods were actually received and checked before signing.

The Receiving Coordinator informs the Buyer and Requestor if goods are not as ordered, over-shipments, defective, or for any other non-conformance to the purchase document. The Buyer

and/or Requestor will then contact the supplier. In accordance with SAM §8422.20, the Receiving Coordinator prepares a Stock Returned Report (STD. 108) when returning goods to a supplier. The Buyer will follow up with the supplier as necessary, and retain documentation in the official procurement file.

The packing slip document initiates the payment process. The receiving documentation also provides the material necessary for the Buyer to perform any post-award activities, including closing out the purchase or conducting follow up activities with the supplier regarding outstanding or incorrect deliveries.

Receiving personnel must keep purchase documents on file until suppliers have met all obligations and deliveries. This is particularly important when accepting any partial deliveries or staggered deliveries over a period of time or in future fiscal years. The Receiving Coordinator will immediately report any problems or questions in delivery, receipt or discrepancies in equipment received to the Requestor and Buyer, if necessary.

The post award file documentation listing is located at <http://www.documents.dgs.ca.gov/pd/delegations/pafiledoc.pdf>.

DGS/PD Transportation Management Unit (TMU) must be contacted at (916) 573-2203 if FI\$Cal encounters disputes with freight carriers or if filing lost, over, short or damaged shipment claims against shipping agents when the State pays for shipping. Refer to SAM §3861 for additional information.

In addition, the following questions should also be considered when receiving goods on behalf of FI\$Cal and documented in the SPR:

- Is delivery significantly late, unsatisfactory or incomplete?
- Does the item comply with the specifications and packaging requirements as defined by the contract, General Provisions or any special provisions of the order?
- Does the delivery require further inspection by another more qualified person?
- Have all the terms listed on the purchase document been met?

12.9 Inspection of Goods

The State has standard inspection, acceptance and rejection requirements as described in the General Provisions for non-IT (Article #16) and IT (Article #17) entitled "Inspection, Acceptance and Rejection" to ensure these activities are conducted in accordance with state requirements.

The Receiving Coordinator and/or Requestor must conduct an inspection for the following minimum conditions:

- Verify that what was ordered conforms to purchase document documentation (Statement of Work, specifications, attachments, etc.), including the product description, model, brand and product numbers
- Verify the quantity ordered against the quantity shipped or delivered
- Inspect for damage or breakage
- Check for operability/functionality
- Confirm instructions regarding special handling or packaging were followed

- Verify that the unit of measurement count is correct (e.g. if the unit of measurement on the purchase document is one dozen, count 12 in the unit package)
- Verify that delivery documentation (packing slip, certifications, etc.) is acceptable
- Verify that packaging integrity is preserved (no leakages, damages, etc.)
- Verify that perishable items are in good condition and expiration dates have not been exceeded

If the inspection will not be immediate, the Receiving Coordinator must update the purchase document with information regarding when the inspection will occur and how it will be accomplished.

12.10 Acceptance Testing and Acceptance

Buyers must be aware that if other acceptance criteria are used, they must be specified in the procurement document. The acceptance requirements must also be carried through the purchasing process into the executed purchase document.

12.11 Rejecting Non-Conforming Goods

The following process is followed if the goods are not in conformance with any requirements of the purchase document.

Stage	Description
1	The person that is rejecting the goods must immediately communicate the problem(s) and rejection in writing to the Buyer.
2	The Buyer is responsible for notifying the supplier, making arrangements to hold the rejected goods somewhere protected from damage, and taking care of rejected goods until the supplier can take possession of the goods and remove them from the site.
3	A Returned Stock Report (STD. 108) or, a notice of rejection letter is provided to the supplier describing the defect(s) that renders the delivery as non-conforming to the purchase document, what the delivery and inspection criterion was, and how the delivered product does not conform.
4	The Buyer can accept any unit of measure (e.g., lot, case, and pallet) and reject the rest. Example: There is an executed purchase document for 50 cases of bond paper, but the supplier shipped 150 cases of bond paper. The receiving staff may either reject the entire shipment or accept the 50 cases of bond paper in accordance with the provisions of the purchase document. The remaining 100 cases of paper will be rejected and returned to the supplier.
5	If the supplier, within a reasonable time period, does not remove rejected goods, the Buyer may: <ul style="list-style-type: none"> • Ship products back to the supplier at the supplier's expense. • Store the rejected goods with reimbursement required from the supplier for any incurred costs.

Suppliers may require the Buyer to obtain a return merchandise authorization (RMA) before shipping goods back to the supplier. The Buyer should contact the supplier prior to returning goods to confirm and follow any return authorization processes as required by the supplier.

12.12 Supplier Performance – Documenting

The BSO Analyst, upon confirming that goods received and inspected are in conformance with the terms of the purchase document, shall document the results of the delivery and inspection.

12.12.1 Supplier Performance Report (SPR)

The SPR may be used by the receiving staff to report on the quality and timeliness of a contractor's delivery. Its purpose is to capture performance histories for use in supplier development and subsequent source selection activities. The SPR template is located at http://www.documents.dgs.ca.gov/pd/engineering/spr09_1125.doc.

12.12.2 Surveyed Property

In accordance with SAM section 3520, prior to disposal of any state-owned personal property other than vehicles or mobile equipment, FI\$Cal must receive approval from the DGS/Office of Fleet and Asset Management, Surplus Property Section.

FI\$Cal will submit a Property Survey Report (STD.152) for approval prior to disposition. Disposition includes sale, trade-in, discarding, recycling, donating to local school districts, or turning the property over to Property Reutilization. If not reusable, all Information Technology must be recycled.

FI\$Cal will use the DGS/OFAM/ Surplus Property web site to register for online submission of the Property Survey Report (STD. 152.)

12.13 Receiving Service Deliverables

FMs and CMs work closely with Buyers to prepare purchase documents for services, including clear, concise, and detailed descriptions of the services to be performed. CMs accepting written deliverables must provide the supplier with written documentation accepting the deliverable.

FI\$Cal follows standard policies and procedures for repair or maintenance services of equipment. When equipment is acquired, the warranty information and Service Maintenance Agreement for repair or maintenance on that equipment is kept in the library file. When repair or maintenance is required on equipment that is under warranty, the CMs contact the vendor directly. If the equipment is off of warranty, but there is a maintenance service agreement, the CM contacts the service vendor directly. If there is no maintenance service contract associated with the equipment, the CM contacts the Buyer, who addresses the repair or maintenance request.

The CM will document:

- The time the maintenance provider was notified by the State
- The time the maintenance provider personnel arrived to repair the malfunction
- The time the component and/or system was returned to service
- A description of the malfunction or incident
- Signature of the maintenance provider and a representative of the State

The CM ensures all data relevant to the repair or service maintenance call including response time, quality of repair or maintenance, timeliness of completing the service, and charges incurred compared with the service contract are recorded and kept along with the maintenance form in the vendor file.

12.13.1 Payment Fundamentals – Basic Requirements

FI\$Cal must not process or release payment to any supplier for goods and/or services, non-IT or IT, without all of the following:

- A properly authorized purchase document
- Documentation verifying the goods/services were satisfactorily received and/or performed
- An accurate and correct supplier invoice

12.13.1.1 Required Payment Date

FI\$Cal makes supplier payments in accordance with the provisions of the California Prompt Payment Act, GC §927 et. Seq. FI\$Cal must pay all properly submitted, undisputed invoices not more than 45 days after the date of acceptance of goods or performance of services or receipt of an undisputed invoice, whichever is later.

12.13.1.2 Assessing Taxes

The State does not pay federal taxes on purchases, only state sales tax and/or use tax. Taxes are assessed based upon where the goods are physically received.

12.13.1.3 Maintenance Sales Tax

The Board of Equalization (BOE) has ruled that, in accordance with Regulation 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever maintenance contracts include consumable supplies, such supplies are subject to sales tax. FI\$Cal has three types of maintenance service contracts:

- For contracts that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
- For software maintenance contracts that provide for software releases, new versions, problem fixes etc., the taxable software portion of the contract is fixed at 50 percent of the total charge.
- For contracts that provide for both, maintenance services and consumable supply items (i.e., toner, developer, and staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, if FI\$Cal awards maintenance contracts, it is responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract. The Contractor will be required to itemize the consumables being taxed for state accounting purposes.

12.13.2 Advance Payments Prohibited

FI\$Cal must not pay for services in advance of service performance or goods received. The California Constitution, Article XVI, § 6, prohibits gifts of public funds. An advance payment or pre-payment is considered a gift of public funds since the State has received no benefit and the subsequent receipt of goods/services cannot be guaranteed. Expenditures must support FI\$Cal's mission and benefit the State to not be considered gifts of public funds.

12.13.2.1 Exceptions

GC §11019 allows advance payment for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government entity.

12.13.2.2 Subscriptions and Software Support

Subscriptions, magazines, periodicals, and so forth, including software support and maintenance programs, can be paid upon receipt of an undisputed invoice. Software support or

maintenance service typically includes access to a customer technical support phone line, software upgrades via different types of media and documentation. It does not include consulting services to develop or assist in correcting customized software programs.

12.13.3 Progress Payments

A progress payment is a partial payment for a portion or segment of the work required to complete a task to determine whether a particular task is separate and distinct, FI\$Cal must determine if later tasks build upon it. Pursuant to PCC §§10314 (non-IT goods) and 12112 (IT), progress payments are allowable for work performed and costs incurred at the contractor's shop or plant if the purchase transaction is unique to State business, not suitable for public sale and in the State's best interest. In these instances, not less than 10 percent of the contract price is required to be withheld until final delivery and acceptance of the goods and/or services, and the contractor is required to provide a faithful performance bond, acceptable to FI\$Cal, in a sum of not less than one-half of the total amount payable under the contract.

Buyers, in the course of the procurement planning activities, must carefully evaluate whether progress payments are warranted and whether the contract manager has the expertise to properly monitor contract activities before entering into purchases that include progress payments. FI\$Cal discourages progress payments, and does not allow progress payments on purchase documents with a term of less than three months.

12.14 Payment of Invoices

Buyers must work with suppliers to facilitate accurate invoicing. The supplier must submit invoices to the Financial Operations Office. Each invoice must include information including:

- PO Number (STD. 65) or Contract Number (STD. 213)
- Details regarding the goods acquired, quantities, unit price, extension, description
- Sales tax and/or use tax as a separate line item from goods
- Services (non-IT or IT) provided, service period, unit price (i.e. hourly, monthly) and quantity applicable to the service
- Accurate billing address as stated on the purchase order or contract
- Supplier invoice number
- Supplier invoice date
- Company name and remittance address
- Payment terms offered

Invoices are considered "properly submitted" when they contain this information, are submitted to FI\$Cal's address as identified in the purchase document as "billed to" or "invoice submitted to" for payment, and are undisputed.

To accurately measure and track payment timeliness, FI\$Cal date stamps the front of the invoice (to accommodate photocopying) when first received at the "billed to" FI\$Cal location as identified in the purchase document. FI\$Cal staff promptly forward invoices to the Financial Operations Office if the invoice is received elsewhere in the office and the purchase document states the "bill to" address is the Financial Operations Office.

The Financial Operations Office will forward the original invoice to the Requestor (VMO-Vendor Accountability Section if for IT consulting services) for approval. The Requestor approves or

denies the invoice; and transmits the invoices to the Financial Operations Office for processing. A signed copy of the invoice is filed in the procurement file.

If there is a conflict or dispute with a submitted invoice, the CM/Requestor will immediately notify the supplier by phone. The CM/Requestor will follow up in writing via an Invoice Dispute Notification (STD. 209):

<http://www.osp.dgs.ca.gov/StandardForms/Automated+Standard+eForms.htm>) within 15 working days. CMs/Requestors work with the Financial Operations Office to develop a plan of action for settling the dispute in a timely manner. A copy of the STD. 209 is kept in the Financial Operations Office.

FI\$Cal endeavor to take advantage of prompt payment discounts on invoices when offered by suppliers. CCR, Title II, §1895.8 provides a state policy of not accepting discount offers of less than ½% or payment in less than 20 days. Cash discounts can only be taken when FI\$Cal is able to pay within the number of days specified by the supplier. However, cash discounts offered by bidders for prompt payment of invoices must not to be considered in evaluating bids and offers.

12.14.1. Additional Payment and Invoice Considerations

All travel and per diem expenses must be in relation to official state business, within contract parameters and incorporated into FI\$Cal's executed purchase document. Travel and per diem rates paid to contractors shall be set in accordance with the rates of the California Department of Human Resources (CalHR) for comparable classes or verification supplied that such rates are not available to the contractor.

It is important that FI\$Cal and contractor discuss necessary travel requirements prior to executing the purchase document because the detail and cost (only as allowed for in the contract) must be included in the FI\$Cal purchase document to be payable. Buyers must verify that all travel and per diem expenses are authorized within LPA contract provisions. Payments for travel and expenses of \$25 or more must be supported by receipts.

The supplier name as shown on the purchase document and the invoice must match or the State Controller's Office (SCO) will not approve payment. CMs/Requestors should not process invoices if the supplier name varies between these documents.

If the CM/Requestor encounters a discrepancy in supplier name between purchase document and invoice, they shall dispute the invoice until such time as one of the following occurs:

- The invoice is corrected to match the purchase document.
- An amendment to the purchase document is executed. If Buyers encounter a discrepancy in contractor names when conducting LPA purchases, the Buyer must immediately contact DGS/PD to verify whether or not the contractor has processed the appropriate documentation to effect the change in name. Documentation to support a name change (LPA supplement/amendment) must be retained in the official procurement file regardless of purchasing authority type or category used.

12.14.2. Prompt Payment Program

FI\$Cal adheres to the provisions of the California Prompt Payment Act. The California Prompt Payment Act requires State agencies to pay properly submitted, undisputed invoices within 45 calendar days of initial receipt. If the requirement is not met, the Financial Operations Office Analyst automatically authorizes and pays the appropriate late payment penalties as specified in Government Code section 927, et seq.

Prompt Payment Program

Provision	Description
1	FI\$Cal is required to pay properly submitted undisputed supplier invoices within 45 calendar days of receipt. Upon initial receipt of an invoice, it is date stamped.
2	FI\$Cal may dispute an invoice submitted by the contractor for reasonable cause if FI\$Cal notifies the contractor within 15 working days from receipt of the invoice or delivery of the property or services whichever is later.
3	FI\$Cal has 30 calendar days to file a claim schedule with the SCO or process a payment within 45 days if paying by Revolving Fund (RF).
4	The SCO has 15 calendar days to issue a warrant.
5	Interest penalties begin accruing on the 46 th calendar day following receipt of an undisputed invoice.
8	For non-small businesses, if the amount of the penalty is seventy-five dollars (\$75) or less, the penalty shall be waived and not paid by FI\$Cal.
9	FI\$Cal is required to pay qualifying interest penalties automatically without the need for businesses to request them. Interest penalties stop accruing the day a warrant is issued.

13 REPORTING REQUIREMENTS

This section provides a review of reporting requirements applicable to FI\$Cal's purchasing authority program as well as any other reports impacting the acquisition process. The VMO-PS is responsible for the collection of data for the reports. The reports are verified and then reviewed by FI\$Cal's PCO and PAC prior to submission to the state department the report is submitted to.

The subsequent tables summarize the reporting requirements, due dates, how to report, and where to submit.

13.1 Purchase Authority Activity Reporting

According to SCM Vol. 2 section 12.A1.0 through 12.A1.5, the Buyer must report all transactions including amended and cancelled transactions executed. The categories of authority for transactions that must be reported are identified in Chapter 1 - Purchasing Authority and may include but are not limited to:

- Purchasing Authority Purchase Orders (STD.65)
- Standard Agreements for IT Goods and Services Only (STD.213) with a completed Agreement Summary (STD.215) as the cover document.

The Buyer will submit a copy of each executed purchase document, regardless of the form used, no less frequently than monthly, by the tenth of the month following the reporting period:

- Batched separately by type of purchasing authority, non-IT and IT
- Batched separately by category of transaction
- Clear, legible, and complete in every detail

The Buyer will submit transactions executed under FI\$Cal's purchasing authority:

By IMS to:

Z-1

DGS/Procurement Division

Purchasing Authority Management Section

Attn: DIA Quarterly Report

707 Third Street, Second Floor South MS 2-208

West Sacramento, CA 95605

By Mail to:

Department of General Services

Purchasing Authority Management Section, Second Floor South MS 2-208

Attn: DIA Quarterly Report

P.O. Box 989052

West Sacramento, CA 95798-9052

Hand-Delivered to:

DGS/Procurement Division
Purchasing Authority Management Section
Attn: DIA Quarterly Report
707 Third Street, Second Floor South MS 2-208
West Sacramento, CA 95605

Since the following procurement activities are not under the DGS/PD-approved purchasing authority or reporting directly to the DGS/PD, the Buyer will not report the following:

- Non-IT services not executed as an LPA order.
- Individual memberships.
- Organizational memberships in non-IT organizations.
- Opportunity purchases executed by District Agricultural Associations (DAA).
- CAL-Card transactions for non-LPA purchases valued less than \$2,500 executed without issuing a purchase document.
- Transactions for non-IT goods under \$100 not executed as an LPA order.
- Transactions entered directly into the Procurement Information Network (PIN).
- Transactions executed electronically as allowed by the individual LPA, if the LPA specifically states that hard copy reporting is not required.

13.2 Annual Contracting Activity Report

The DGS/PD- Office of Small Business and DVBE Services is the centralized point to consolidate the following contracting activity reports:

- Contracting Activity
- Infrastructure Bond
- Consulting Services
- SB/DVBE Option and DVBE Incentive
- Ethnicity, Race and Gender, Sexual Orientation (ERGSO)

The report provides fiscal statistical information on the Small Business/Microbusiness (SB/MB) and Disabled Veteran Business Enterprise contracting activities to the legislature. All reporting forms and instructions for the STD. 810 can be found at <http://www.dgs.ca.gov/pd/Programs/OSDS/ContractReporting.aspx>.

The following table summarizes the reporting requirements for the Annual Contracting Activity Report.

Report Title	Report Due Date	Report Submitted To	Report Purpose and Internet site
Annual Reporting			
STD 810 Contracting Activity Report and Improvement Plan(s)* STD 810A Infrastructure Bond Activity STD 810C Consulting Services Contract Report STD 810S SB/DVBE Option and DVBE Incentive Report STD 810E Ethnicity Race, Gender and Sexual Orientation Report	August 1 st for the prior fiscal year period.	The DGS/PD - Office of SB/DVBE Services (Reports Coordinator)	Legislative reports http://www.dgs.ca.gov/ola/Home.aspx SB, MB and DVBE reporting due date, forms & instructions. http://www.dgs.ca.gov/pd/Programs/OSDS/ContractReporting.aspx

*Due if FI\$Cal does not meet the required State contracting participation goals for SB and/or DVBE.

13.2.1 STD. 810 Contracting Activity Report

Per SCM 2 Chapter 3, departments are required to place a fair share of State purchasing and contracts with SB/MB and DVBEs. PCC section 10111 and Military and Veterans Code sections 999 et seq. requires these activities to be reported.

13.2.1.1 Improvement Plan Outline

When FI\$Cal does not meet the required state contracting participation for SB/MB (at least 25%) or DVBE (at least 3%) an Improvement Plan must be developed and submitted with the Contracting Activity Report (STD. 810).

13.2.2 STD. 810A Infrastructure Bond Activity

Pursuant to GC 14838.1 and the Infrastructure Bond Acts of 2006, this report provides statistical data on SB/MB and DVBE participation using the Infrastructure Bond funding.

13.2.3 STD. 810C Consulting Services

PCC section 10111 requires all consulting services contracts that have been entered into, amended or completed during each fiscal year to be reported.

13.2.4 STD. 810S SB/DVBE Option and DVBE Incentive

PCC section 10111(e)(7) requires contracting activity to be reported when the SB/DVBE Option and the DVBE Incentive is used.

13.2.5 STD. 810E Ethnicity, Race and Gender, Sexual Orientation (ERGSO)

PCC section 10111 requires FI\$Cal to report voluntarily submitted information by business owners by race, ethnicity and gender. This report captures the level of participation for goods, services and construction contracts. Effective January 1, 2013, AB 1960 (Dickinson), PCC 10111 (f), requires inclusion in the report on contracting activity voluntarily submitted information regarding the level of participation of lesbian, gay, bisexual, or transgender owned businesses in specified contracts, as provided.

13.3 Late Payment Penalty Report

In accordance with the Prompt Payment Act, GC Section 927 et. Seq., DOF along with FI\$Cal will submit an annual report to the DGS Director on late payment penalties that were paid during the preceding fiscal year.

Follow this link to access the Late Payment Penalty Report and for more information on the Prompt Payment Program:
<http://www.pd.dgs.ca.gov/promptpay/default.htm>.

The following table summarizes the requirements for the Late Payment Penalty Report.

Report Title	Report Due Date	Report Submitted To	Report Purpose and Internet site
Annual Reporting			
Late Payment Penalties Paid during Prior Fiscal Year Report	September 30 th for prior fiscal year period	DGS/PD Prompt Payment Coordinator	Reporting on late payment penalties paid in preceding fiscal year Procurement Division Prompt Payment Program

13.4 Contract Award Report

In accordance with the CCR Title 2, Division 4, Chapter 5, section 8117.5, the Buyer will notify the Department of Fair Employment and Housing (DFEH) of any contract award in excess of \$5,000, including contracts with the University of California, California State Universities and California Community Colleges. (This requirement does not apply to contracts with other California State departments or with the federal government.)

For more information on the Contract Award Report go to <http://www.documents.dgs.ca.gov/osp/pdf/std016.pdf>

The completed Contract Award Report (STD. 16) must be electronically submitted within 10 working days of contract award to the following e-mail address: complianceprograms@dfeh.ca.gov. A copy of the completed form is retained in FI\$Cal's procurement file.

The following table summarizes the requirements for the Contract Award Report.

Report Title	Report Due Date	Report Submitted To	Report Purpose and Internet site
Within 10 Days of Contract Award			
Contract Award Report STD.16	Within 10 working days of contract award	Department of Fair Employment and Housing complianceprograms@dfeh.ca.gov	Statistical reporting on contract activity http://www.documents.dgs.ca.gov/osp/pdf/std016.pdf

13.5 Report of Independent Contractors (DE 542)

California's Unemployment Insurance Code section 1088.8 requires businesses and government entities to report specified information to the Employment Development Department (EDD) on independent contractors. The information gathered as a result of this report assists EDD in locating parents delinquent in child support obligations.

The Buyer will report to EDD within twenty (20) days of either making payments totaling \$600 or more OR entering into a contract for \$600 or more with an independent contractor in any calendar year, whichever occurs first.

Report Title	Report Due Date	Report Submitted To	Report Purpose and Internet site
Within 20 Days of Contract Award			
Report of Independent Contractors DE 542	Within 20 days of either making payment totaling \$600 or more OR Entering into a contract for \$600 or more with an independent contractor in any calendar year, whichever is earlier.	Employment Development Department	Information provided allows for EDD to increase child support collection by assisting in locating parents who are delinquent in child support obligations www.edd.ca.gov

13.6 State Agency Recycled Campaign Procurement Report

FI\$Cal reports annually on October 31 to the California Integrated Waste Management Board (CIWMB) on the progress in meeting recycled-content product purchasing requirements. The CIWMB is ultimately responsible in providing this information in a report to the State Legislature detailing the total of all the State Agency Buy Recycled Campaign (SABRC) reporting figures.

SABRC reporting is completed electronically using the SABRC Annual Report (SAR) system. FI\$Cal reports the total dollar amount of all products purchased within the last fiscal year in each of the reportable categories and the total amount spent on recycled-content products (RCP) within each of the reportable categories.

Follow this link to access the SABRC Report and for more information:

<http://www.ciwmb.ca.gov/BuyRecycled/StateAgency/Reporting.htm>

The following table summarizes the requirements for the SAR Report.

Report Title	Report Due Date	Report Submitted To	Report Purpose and Internet site
Annual Reporting			
State Agency Buy Recycled Campaign (SABRC) Procurement Report	October 31 for previous fiscal year	Department of Resources Recycling and Recovery (CalRecycle)	Reporting on purchasing activities and dollars spent, in 11 reportable categories, for post-consumer recycled content products. SABRC Annual Report: SAR www.CalRecycle.ca.gov/BuyRecycled/StateAgency

14 CAL-CARD PURCHASE PROGRAM

14.1. Introduction

The Department of General Services (DGS) entered into a Master Services Agreement with US Bank for VISA card services October 19, 2006 through April 18, 2015. This is the basis for the CAL-Card Program that allows California State and local agencies to use the VISA card for purchasing goods and services. FI\$Cal will participate in the CAL-Card Program through the MSA contract.

14.2. Overview

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve FI\$Cal from adhering to all procurement laws, regulations, policies, procedures, and best practices. CAL-Card can be used for non-IT goods and IT goods and services up to the limits authorized for FI\$Cal and individual cardholder. The CAL-Card may also be used for the payment of non-IT services subject to the contracting requirements of the SCM Volume 1 Section 7.34.

A FI\$Cal CAL-Card Coordinator, Chalon Rogers, has been designated and will be informed of purchasing authority requirements by the PAC, attending Customer Forums and receiving the DGS Procurement Division Broadcast Bulletins to stay updated on changes in the program. Additionally, the CAL-Card Coordinator participates in weekly VMO-PS Team meetings.

The CAL-Card Coordinator and Cardholders must complete the State of California CAL-Card training provided through DGS.

Cardholders must not split purchases to circumvent daily or monthly purchase limits, or to avoid competitive bidding limits or purchasing authority limits. Cardholders must adhere to the purchasing authority requirements by verifying a PR, TPR, or CR is submitted to and approved by the Requestor's Deputy Director and routed through the Administration approval process prior to a purchase using a CAL-Card.

If FI\$Cal maintains delinquent balances of sixty (60) days or greater, it is subject to account suspension by US Bank. FI\$Cal must eliminate potential late payment penalties and receive the full benefit of the prompt payment rebate revenue program.

CAL-Card limitations are as follows:

- CAL-Card must be used for state purchasing only. CAL-Card use for personal activities is not tolerated.
- CAL-Card cannot be used for state travel-related expenses. This includes travel-related per diem expense, normally reimbursed to state employees on a travel expense claim. Travel is defined as airline tickets, ground transportation, vehicles rentals, restaurants, meals and lodging.
- CAL-Card can only be used by the assigned cardholder.
- Only the Cardholder and Approving Official can approve CAL-Card charges and payments.
- CAL-Card cannot be used to pay for past-due invoices.
- CAL-Card cannot be used to pay late payment penalties.

Buyers shall execute all LPA purchases on a STD 65 or other purchase document as referenced in the individual user instruction and must include all required documentation applicable to the purchase.

FI\$Cal's compliance with the CAL-Card program includes:

- Maintaining program management and structure
- Maintaining account maintenance
- Adhering to prompt payment laws, regulations, policies, and procedures
- Providing prompt resolution of disputes
- Reporting suspected fraud

14.3. Roles and Responsibilities

If you are:	Your administration responsibilities include:
CAL-Card Program Administrator	<ul style="list-style-type: none"> ♦ Overseeing the department's CAL-Card program. ♦ Acting as administrator for new and existing accounts. ♦ Monitoring system reports. ♦ Ensuring all CAL-Card holders sign the form accepting responsibility of the CAL-Card. ♦ Taking appropriate action related to account maintenance and department payment process.
CAL-Card Coordinator	<ul style="list-style-type: none"> ♦ Providing program procedures and training to cardholders and approvers. This includes instructions on procurement policies, procedures and guidelines for use of the CAL-Card, and compiling required reporting information for DGS. ♦ Reviewing CAL-Card statements for compliance with the CAL-Card Program ♦ Coordinating CAL-Card procurement activities with FI\$Cal's PAC.
CAL-Card Approving Official	<ul style="list-style-type: none"> ♦ Budget expenditure approval. ♦ Complying with all state and departmental procurement policies and procedures. ♦ Reviewing and approving cardholder statements, and maintaining familiarity with the duties and authorities of the authorized cardholders. ♦ Timely submission of the certified Cardholder Statement of Account and the Approving Official Summary Report to the billing office for payment.
Financial Operations Office CAL-Card Contact	<ul style="list-style-type: none"> ♦ Receiving and reconciling Cardholder Statement of Account and Approving Official Summary Reports to the corresponding monthly invoices. ♦ Ensuring timely payment of the CAL-Card program invoices. ♦ Monitoring invoice payments through completion. ♦ Reporting inconsistencies to the CAL-Card Program Coordinator.

If you are:	Your administration responsibilities include:
Cardholder	<ul style="list-style-type: none"> ♦ Authorizing the purchase with the assigned purchase card. ♦ Ensuring that all transactions comply with purchasing authority requirements. ♦ Reconciling the Cardholder Statement of Account with the transaction receipts and supporting documentation. ♦ Reviewing and approving the Cardholder Statement of Account.

All purchases valued at \$2,500 and over that are paid using the CAL-Card payment process must be executed using standard purchase documents as applicable to FI\$Cal purchasing authority type and category used.

For purchases valued at less than \$2,500, and not acquired through an LPA, FI\$Cal is not required to execute a purchase document. In these instances the following documentation may be used in lieu of a purchase document to evidence the acquisition in the purchase files:

- Completed purchase document, not distributed to the supplier
- An approved PR

Any employer who wishes to contract with FI\$Cal for non-IT and IT goods is subject to the provisions of GC 12990 relating to discrimination in employment. Contractors that do not meet the provisions of GC 12990 are not eligible to contract with FI\$Cal. GC 12990 requirements do not apply to a credit card purchase of goods of two thousand five hundred dollars (\$2,500) or less. The total amount of exemption authorized herein shall not exceed seven thousand five hundred dollars (\$7,500) per year for each company from which FI\$Cal is purchasing goods by credit card. It is the responsibility of Buyers to monitor the use of this exemption and adhere to these restrictions on these purchases. If the company does exceed the \$7,500 in the year, Non Discrimination Clause must be part of the procurement documentation issued with the credit card payment.

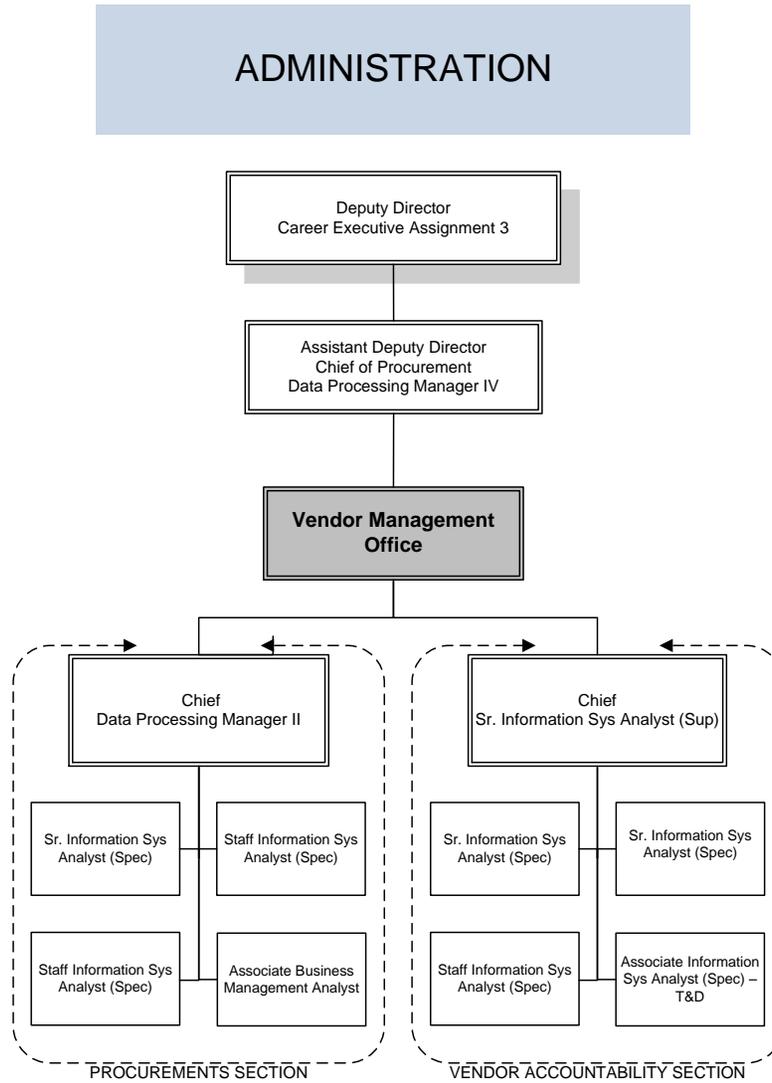
When purchases to an individual supplier have reached \$7,500 within a calendar year a STD. 65 must be issued for the next purchase.

14.4. CAL-Card Training

[CAL-Card Basic Training](#) covers a brief overview of the CAL-Card program, agency roles and responsibilities, and other general program management topics. The presentation also covers an overview of U.S. Bank Access® Online functionality from basic program management to program optimization.

Additional training information, including training videos for CAL-Card Administrator and Cardholders can be found at: <http://www.dgs.ca.gov/pd/Programs/CALCard.aspx>

APPENDIX A – VENDOR MANAGEMENT OFFICE ORGANIZATION CHART



APPENDIX B – ACRONYMS & ABBREVIATIONS

ADA	Americans with Disabilities Act
ARO	After Receipt of Order
ATR	Agency Telecommunications Representative
BOE	Board of Equalization
CAL-CM	California Procurement & Contracting Academy
CalHR	California Department of Human Resources
CalTech	California Department of Technology
CCR	California Code of Regulations
CM	Contract Manager
CMAS	California Multiple Awards Schedules
COTS	Commercial-off-the-Shelf
CR	Service/Consulting Contract Request
CSCR	California State Contracts Register
CUF	Commercially Useful Function
DGS	Department of General Services
DMCP	Desktop and Mobile Computing Policy
DRS	Dispute Resolution Services
DVBE	Disabled Veteran Business Enterprise
FI\$Cal	Financial Information System For California
F.O.B.	Freight On Board
GC	Government Code
IFB	Invitation For Bids
IT	Information Technology
IWMB	Integrated Waste Management Board
LAN	Local Area Network
LPA	Leveraged Procurement Agreement
MA	Master Agreement
MAER	Master Agreement Exemption Request
MPA	Master Purchase Agreement
MRA	Master Rental Agreement
MSA	Master Service Agreement
MM	Management Memo
MB	Microbusiness
NCB	Non-Competitively Bid Contract Justification
NSP	Not Specifically Priced

NVSD	Non-Profit Veteran Service Agencies
OLS	Office of Legal Services
OSDC	Office of Small Business and DVBE Certification
OSP	Office of State Publishing
PA	Purchasing Authority
PAC	Purchasing Authority Contact
PAM	Purchasing Authority Manual
PAMS	Purchasing Authority Management Section
PCO	Procurement and Contracting Officer
PCC	Public Contract Code
PD	Procurement Division
PDA	Personal Digital Assistant
PDW	Payment Data Worksheet
PIA	Prison Industry Authority
PM	Procurement Manual
PO	Purchase Order
PR	Purchase Request
RCP	Recycled Content Product
RFI	Request for Interest (can also mean Request for Information)
RFO	Request for Offer
RFP	Request For Proposals
RFQ	Request For Quotations
RMA	Return Merchandise Authorization
SAM	State Administrative Manual
SB	Small Business
SC	Statewide Contract
SCM	State Contracting Manual
SCO	State Controller's Office
SCPRS	State Contract and Procurement Registration System
SCR	Special Category NCB Request
SIMM	Statewide Information Management Manual
SLP	Software License Program
SOW	Statement of Work
SPS	State Price Schedules
SPR	Supplier Performance Report
SSC	Strategic Sourcing Contract

TACPA	Target Area Contract Preference Act
TIRU	Technology Investment Review Unit
TMU	Transportation Management Unit
TPR	Training and Purchase Request form
VMO-PS	Vendor Management Office Procurement Section
VCGCB	Victim Compensation and Government Claims Board
WSCA	Western States Contracting Alliance

APPENDIX C – GLOSSARY

Advance payment	Any payment made to a contractor before work has been performed or goods have been delivered. Advance payments are permitted only if authorized by statute. (For example, interagency agreements may provide for advance payments under (GC § 11257.)
Agreement	A contract.
Amendment	A formal modification or change of a material term, such as the term, cost, or scope of work, in one or more provisions of an existing contract.
Assignment	Transfer of contractual rights from one person to another.
Authorized service representative	A term used in relation to those persons who may perform repair and maintenance of equipment and are so designated by the equipment manufacturer.
Awarding agency	The contracting state agency, the agency soliciting the contract and making the contract award.
Bid	A potential contractor's reply to a solicitation for purchase of goods or services, which represents what the contractor would charge to provide those goods or services.
Bidder	An individual, sole proprietorship, firm, partnership, corporation, or any other business venture that responds to an Invitation for Bids or Request for Proposals by submitting a bid to the contracting agency. A potential contractor.
Bidder's conference	A meeting with potential bidders before the bid submission date.
Bidder's security	A bond or undertaking required for public works projects (SCM 10.05 and 10.20).
Board resolution	A formal decision by the governing body of a public agency often required to authorize the purchase of goods or services.
Breach of contract	Failure, without legal reason, to comply with the terms of the contract.
California state contracts register	The state publication (now electronic) containing advertisements for contract solicitations and a list of contracts for which exemptions from bidding have been approved.
Certified small or microbusiness	A business that has been certified by the Office of Small Business and DVBE Certification, Department of General Services, as a small micro business as defined in GC § 14837 and 2 CCR § 1896. OSDC issues the business a letter of certification that allows the business to claim the small business preference when submitting bids and to obtain statutory penalties for late payments on contracts (SCM 8).
Circumvention	The act of avoiding the effect or intent, going around, defeating by ingenuity or strategy, or nullifying the purpose.
Commercially useful function	Person or entity doing all of the following: the execution of a distinct element of the work of the contract; carrying out obligation by actually performing, managing or supervising work involved; perform work normal for business services and functions; and not further subcontracting a portion of work greater than expected to be subcontracted by normal industry standards.
Commodities	Goods, including such tangible items as movable or personal property, as opposed to services.
Competitive bidding	A purchasing process in which the opportunity to make offers to supply goods or services is not limited to any one bidder. All bidders are evaluated on the same fixed criteria.
Consideration	Something of value that induces a person to enter into a contract. The consideration may include some right, interest, profit, or benefit obtained by one party, or some forbearance, detriment, loss, or responsibility assumed by the other party.
Consulting services contract	A contract for services of an advisory nature, which provides a recommended course of action or personal expertise. The definition does not include A&E contracts (PCC § 10335.5; SCM 3).
Contract	<u>A contract is an agreement to do or not to do a certain thing. (CCP § 1549) A</u>

	legally binding agreement between the state and another entity, public or private, for the provision of goods or services.
Contract manager	A person designated by the responsible state agency or department to manage performance under a contract.
Contractor	A party contracting with the awarding agency. Vendor is often used synonymously, with contractor.
Contractor identification number	The number assigned to the contractor for tax purposes. This may be the social security number or the federal identification number.
Cooperative agreements	A special agreement with the federal government in which there is a general public benefit, as opposed to a specific benefit accruing only to the contracting federal agency.
Corporation	A fictional entity, created by or under the authority of the laws of a state, which has the legal authority to engage in certain activities.
Debarment	Under federal contracting law, a process in which a contractor is precluded from bidding on or entering into contracts with the federal government. Federal rules also prohibit federal contractors from contracting with debarred businesses.
Default	Failure to perform an obligation in a contract.
Direct cost	Any cost that can be specifically identified as generated by and in accordance with the provisions or activity requirements of the contract.
Disabled veteran business enterprise (DVBE)	A business that meets all of the following criteria: (1) at least 51 percent of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51 percent or more of the stockholders are disabled veterans; (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the United States; and (4) the business has been certified as a DVBE by OSDC (Military and Veterans Code § 999[g]).
Emergency	A sudden, unexpected occurrence that creates a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.
Encumbrance	A commitment of funds guaranteeing a source of payment for a specific transaction.
Evaluation committee	A committee or panel that convenes to evaluate the qualifications of bidders who respond to a Request for Proposals.
Execution of a contract	The act of signing a contract, which provides a legal basis for required performance by parties to the contract.
Executive order	An executive issued by the Governor that establishes binding policy for government agencies covered therein.
Exemption	A formal waiver by DGS, of DGS responsibilities required by statute, regulation, or policy, or a delegation of such responsibilities by DGS to a state agency. Some common exemptions awarded by DGS involve contract approval, advertising, and competitive bidding requirements.
Exemption letter	The letter of authorization establishing an exemption issued by DGS.
General provisions	Terms and conditions that apply to all contracts for services and are included in any final document.
Goods	Commodities (tangible items, such as movable or personal property), as opposed to services
Grant	To bestow or confer a benefit on another, with or without consideration. In contrast, a contract requires an exchange of consideration. Grants provided by state agencies must be authorized by the Legislature.
Hazardous activity	An activity that unduly exposes the contracting agency to liability for personal injury or property damage, an ultra-hazardous or dangerous activity. Examples of such

	activities are listed in SCM 3.12. Contracts for hazardous activities must be accompanied by a certificate of insurance that names the state as an additional insured and financially protects the state in the event of a legal action arising out of performance of services under the contract.
Hearing	A formal proceeding, customarily public, in which evidence is presented and issues of fact or law are adjudicated.
Income contract	A contract in which the contracting agency is receiving money in exchange for services provided by that agency. Such contracts are also known as revenue contracts or receivable contracts.
Indemnification	Contractual provision in which one party will reimburse the other party for settlements or judgments on claims arising from the contract.
Indirect cost rates/overhead	An amount or pro rata share of existing salaries and benefits, rent, equipment, materials, and utilities attributable to a function or activity but not necessarily generated directly by the function or activity.
Independent contractor	A person working for an entity under contract and not an employee of the contracting entity. The contracting entity does not pay unemployment, disability, or workers' compensation insurance or withhold taxes from payments to the person. An independent contractor normally follows the contracting agency's direction on the results of the work but not on the means of accomplishing the work.
Information technology (IT)	A contract for the acquisition of goods or services related to information technology: computer hardware, software licenses, software development, and maintenance of hardware and software.
In-kind services	Services performed in exchange for other services in lieu of money.
Interagency agreement	An agreement between two or more state agencies (GC §§ 11256 – 11263; SCM 3.03).
Invitation for bids (IFB)	A type of solicitation document, used in a formal competitive bidding process, which contains a precise statement and complete specification of what the agency is attempting to purchase. Qualifying bidders compete solely on the basis of cost.
Joint powers agency (JPA)	An agency formed by agreement of two or more public agencies. Under this agreement, the joint powers authority may exercise any power common to the contracting parties (GC § 6502).
Lease	A contract for the exclusive use or possession of real or personal property for a limited period of time in exchange for a valuable consideration.
Legal services	Services rendered by an attorney.
License	A contract for the temporary use of real or personal property.
Local assistance contract	An agreement financed out of the local assistance portion of the budget, includes agreements providing assistance to local governments and aid to the public directly or through an intermediary, such as a nonprofit corporation organized for that purpose.
Master service agreement (MSA)	An agreement entered into by the Department of General Services or another state agency for use by other state agencies that wish to use the same services. It may also be an agreement by a state agency for use by divisions of that agency (SCM 3.4).
Memorandum of understanding (MOU)	A contract.
Microbusiness	See certified small or microbusiness
Non-collusion affidavit	An affidavit required of bidders on public works contracts, which asserts that the bidders did not conspire with each other in preparing and submitting bids.
Non-competitive bid (NCB)	A situation in which only a single business enterprise is afforded the opportunity to offer the state a price for the specified goods or services.
Non-profit	A group, often a corporation, organized for purposes other than generating profits; for example, a charitable, educational, religious, or scientific organization. Certification

	by the IRS or Franchise Tax Board is a common attribute.
Notice to contractors	The cover letter or instruction for prospective bidders that is attached to an Invitation for Bids or Request for Proposals.
Party	A participant in a contract who incurs obligations or receives benefits under the contract.
Payment bond	A bond required for public works contracts in excess of \$5000. The bond covers the costs of the contractor's employees, subcontractors, and suppliers in the event that the contractor fails to make those payments. The payment bond must equal the contract price.
Performance bond	A bond required for public works contracts in which progress payments are made; the bond insures costs in the event that the contractor abandons the work before its completion or fails to complete the work as required by the contract. The performance bond must equal the contract price.
Periodic payments	Payments made at specified intervals during the term of a contract.
Person	An individual or a business entity, including but not limited to a sole proprietorship, partnership, corporation, or joint venture. For purposes of the SCM, "person" may also refer to a government agency or a nonprofit association.
Personal property	Property consisting of tangible items as opposed to land or fixtures on land (real property).
Prevailing wage	The average wages paid, as and determined by the California Department of Industrial Relations to a distinct trade, craft, classification, or type of worker in the specified geographic area in which a public work is performed.
Principal	The highest in rank, the chief, the main participant in a given situation, the individual having prime responsibility for an obligation.
Primary RFP method	The two-envelope method for evaluating proposals in which qualifications and cost proposals are submitted in two separate sealed envelopes. Qualifications are first evaluated according to criteria set in the RFP. For bidders who meet the minimum qualifications standards, the awarding agency then evaluates the cost proposals. The award is made to the lowest bidder meeting the minimum qualifications.
Progress payments	Partial payments related to steps or phases toward the completion of the required services under a contract.
Prompt payment act	Statutory provisions that set interest penalties on late payments for state contracts (GC §§ 926.15, 926.17).
Proprietary software	Software that is owned and copyrighted by the contractor who in turn sells licenses for the use of this product.
Protest	A formal challenge by a bidder to the intended award of a contract solicited by an Invitation for Bids or a Request for Proposals.
Protestant	A bidder who files a protest.
Public entity	A county, city, district, local public body, state board, state commission, federal agency, or joint powers authority.
Public policy	The general principles of right and wrong, which prevail within the jurisdiction of a governmental entity.
Public works contract	A contract for the erection, construction, alteration, repair, or improvement of any state structure, building, road, or for other state improvement of any kind (PCC § 1101).
Real property	Land and fixtures on land.
Request for application	A document that solicits potential grantees to apply for a grant.
Ratification	An act or an agreement by which something previously done is confirmed or adopted.
Reimbursement contract	A contract in which the contracting agency is paying for the services of the contractor or for some burden incurred by the contractor. Such contract is also called a payable contract.

Request for proposals (RFP)	The solicitation document that is most appropriate in those situations in which it is necessary and appropriate to evaluate bidders on the basis of their qualifications as well as their price. The RFP describes the qualification requirements, performance specifications, time frames, and other requirements and asks bidders to describe how they would accomplish the services and at what price.
Responsible bidder	A bidder who is fully capable of performing the contract. When there is documented evidence that a bidder is not financially qualified or is otherwise unable to perform the required services, the bidder may be deemed not responsible and the bid may be rejected by the awarding agency. The bidder may then protest the intended award of the contract and is entitled to a hearing.
Responsive bidder	A bidder whose bid meets the specifications and other requirements contained in the IFB or RFP.
Revenue contract	See income contract.
Secondary RFP method	The method for evaluating proposals obtained through an RFP in which an evaluation panel assesses each proposal according to a set of criteria, of which one must be the cost. Each criterion is assigned a weight, with substantial weight going to cost. The award is made to the bidder whose proposal is given the highest score.
Service contract	A contract in which the contractor provides a duty or labor, as opposed to commodities or goods.
Signature	The act of writing one's name on a document to attest to its validity; the written name.
Small business	See certified small business.
Specific performance	The fulfillment or achievement of a contract in accordance with its terms, relieving the party from further obligation or liability under that contract.
State agency	A part of the executive branch of the government of the State of California, including the Governor's office, agencies, departments, boards, and commissions.
Subscription agreement	Standard agreement form used by state agencies to acquire services from a contractor providing services on a master service agreement (MSA).
Subvention contract	See local assistance contract.
Target area contract preference act (TACPA)	TACPA (GC § 4530 et seq.) provides preferences for contracting opportunities in distressed areas.

APPENDIX D – PURCHASE REQUEST FORMS

See next page.

Purchase Request (PR) Form Instructions

Allow 10 state business days from the date the PR form and all supporting documentation is delivered to Admin/VMO to process. Please contact VMO at VendorMgmt@fiscal.ca.gov for more guidance.

1. Indicate if the PR form is for a new purchase or is for a renewal, amendment or cancellation of an existing PO/Contract.
2. Complete the PR form and attach a copy of all quotes, internet printouts or photocopies of catalog documentation that provides graphics or description information. Note: All IT purchases must be processed by the Tech Team. Please contact ITAM@fiscal.ca.gov for more guidance.
 - a. **Check boxes**
 - i. **Existing PO/Contract #:** Indicate the existing PO/Contract # if purchase is for a renewal, amendment, or cancellation.
 - ii. **Includes IT Costs = or > \$100,000:** Indicate if PR form is for IT procurements valued at \$100,000 or more. Attach a completed and signed Certification of Compliance with Policies form.
 - b. **Section 1 (All these areas must be completed, no blanks will be accepted)**
 - i. **Date of Request:** Date the PR form is filled out.
 - ii. **Requested Completion Date:** Indicate date needed for completion of purchase. Note: Please allow 10 state business days from the date the PR form and all supporting documentation is delivered to Admin/VMO to process. This is not the date expected for receipt of products. Admin/VMO has no control over vendor ship dates.
 - iii. **Team/Office:** Requestor(s) team/office. (e.g. CMO-Comms, Tech – TIG, Admin-VMO, etc.).
 - iv. **Name of Requester:** Requester's name.
 - v. **Requester's Email:** Requester's email address (firstname.lastname@fiscal.ca.gov).
 - vi. **Extension:** Requester's phone extension.
 - vii. **Justification or Need for the Purchase:** Briefly provide the reason(s), fact(s), circumstance(s), or explanation that justifies or defends the purchase; or explains the need for the purchase.
 - viii. **Impact if Request is not Approved:** Briefly provide the impact(s) to the project if the purchase is not executed.
 - c. **Section 2**

The DESCRIPTION of the purchase may be placed in the form (if space allows) or the detail may be referenced to the lowest quote, internet printout, or catalog photocopy that **must** be attached describing the required information by entering SEE ATTACHED. If choose to enter SEE ATTACHED the SUBTOTAL, 8.5% TAX, SHIPPING, and TOTAL amounts must still be entered. All entered data must match the lowest quote, internet printout, or catalog photocopy. Note: Attach all quotes, internet and catalog copies collected. The mathematical calculations for all areas must "balance to the penny".

 - i. **QTY:** The quantity for the item in the DESCRIPTION.
 - ii. **UNIT:** How the unit will be priced (e.g., Each (EA), Box (BX), Dozen (DZ), Foot (FT), Inch (IN), Carton (CT), etc.).
 - iii. **DESCRIPTION:** Pertinent description information from the lowest quote, internet printout, or catalog photocopy attached. If purchase is for a licensing/maintenance agreement, include start and end date.
 - iv. **HW or SW:** Enter HW for IT hardware or SW for IT software, if applicable.
 - v. **UNIT PRICE:** Enter the price for the individual UNIT.
 - vi. **COST:** Multiply the QTY by the UNIT PRICE and enter the resulting cost.
 - vii. **TAXABLE:** Indicate if line item is taxable.
 - viii. **SUBTOTAL:** Sum all the line item COST(s) and enter the resulting subtotal.
 - ix. **8.5% TAX:** Multiply the TAXABLE line item COST(s) by 8.5% (or .085) and enter the resulting tax amount. Some items may not be taxable (i.e., labor, services, shipping, etc.).
 - x. **SHIPPING:** Enter the cost of shipping charged.
 - xi. **TOTAL:** Sum the SUBTOTAL, 8.5% TAX, and SHIPPING amounts and enter the resulting total.
 - xii. **SUPPLIER/VENDOR NAME, ADDRESS, CITY, STATE, ZIP, CONTACT PERSON (NAME), CONTACT PERSON'S EMAIL ADDRESS, TELEPHONE NUMBER (AREA CODE FIRST), FAX NUMBER (AREA CODE FIRST), SB/DVBE OR LPA (if applicable):** Enter all the required information from the supplier/vendor with the lowest quote received, or from the lowest internet printouts or catalog photocopies from the supplier/vendor attached to the PR form.
 - xiii. **APPROVALS:** All PR forms must have DD/Designee Approval Signature(s) and Date(s). If the purchase is for multiple teams/offices', each team/office DD/Designee must provide their approval signature. Use attachment, if needed.
 1. **IT Purchases:** All PR forms for IT purchases must have the TIG Chief's and Tech Team DD's initials and date of their approvals of the IT purchase.

REQUEST NO. _____

DATE/TIME RECEIVED STAMP

(ADMIN USE ONLY)

TRAINING AND PURCHASE REQUEST

(Revised 01/2014)

 Includes Excess Lodging Rate Request (See Attached STD. 255C)

SECTION 1 – EMPLOYEE INFORMATION

DATE OF REQUEST	TEAM/OFFICE	EMPLOYEE NAME(S) [Total Number of Employees = "QTY" Below] Include Attachment if Multiple Employees		
CLASSIFICATION Include Attachment if Multiple Employees	EXTENSION	BARGAINING UNIT	POSITION NUMBER(S) [Example: xxx-xxx-xxxx-xxx] Include Attachment if Multiple Employees	
LOCATION OF TRAINING/CONF/RECRUITMENT		PURPOSE		

SECTION 2 – TRAINING/CONF/RECRUITMENT INFORMATION (ATTACH EVENT DESCRIPTION/CONTENT TO THIS REQUEST)

Type of Event: <input type="checkbox"/> Training <input type="checkbox"/> Recruitment <input type="checkbox"/> Conference		Training Categories: (Only for Training Events) <input type="checkbox"/> Job Required <input type="checkbox"/> Upward Mobility <input type="checkbox"/> Job Related <input type="checkbox"/> Career Related		VENDOR NAME ADDRESS CITY, STATE ZIP CONTACT PERSON (NAME) CONTACT PERSON'S EMAIL ADDRESS TELEPHONE NUMBER FAX NUMBER CHARGE TO (Check All Applicable Boxes) <input type="checkbox"/> One-Time Purchase <input type="checkbox"/> Continuing Purchase Include Attachment if More Coding Needed	
QTY	TITLE OF TRAINING/CONF/RECRUITMENT	COST	AMOUNT		
		\$	\$		
Cost of books, supplies required for the training/conference, or equipment rental required for recruitment event			\$		
TOTAL COST			\$		
DATE OPTIONS FOR THE TRAINING/CONFERENCE/RECRUITMENT EVENT					
OPTION 1	START DATE	END DATE	TOTAL HOURS		
OPTION 2	START DATE	END DATE	TOTAL HOURS		
On Leadership Approved Training List <input type="checkbox"/> Yes <input type="checkbox"/> No		SUPERVISOR APPROVAL SIGNATURE / DATE			
DEPUTY DIRECTOR/DESIGNEE APPROVAL		SIGNATURE / DATE			

TRAINING OFFICE USE ONLY

APPROVED	INITIALS	DATE REGISTERED	CONFIRMATION RECEIVED DATE
<input type="checkbox"/> Meeting Invitation Sent		<input type="checkbox"/> Training Schedule Updated	<input type="checkbox"/> Certificate Received

ADMIN USE ONLY

ASSIGNED TO	DATE ASSIGNED
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APPROVALS

PROCUREMENT ANALYST	CHIEF VMO PROCUREMENTS	FINANCIAL OPS MANAGER	ADMIN ASSISTANT DEPUTY DIRECTOR	ADMINISTRATION DEPUTY DIRECTOR
INITIALS	INITIALS	INITIALS	INITIALS	INITIALS
DATE	DATE	DATE	DATE	DATE

ASSIGNED PO #	FIS	ASSIGNED CONTRACT #	FISCal
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Training and Purchase Request (TPR) Form Instructions

The TPR form and all supporting documentation must be delivered to the Training Office a minimum of 15 State business days prior to the event start date.

Employee:

1. Complete the TPR form and attach a copy of the event description (e.g. internet printout with event name, cost, location, etc.). If special accommodations are needed, please inform the Training Office.
 - a. **Section 1**
 - i. Date of Request: Date the TPR form is filled out.
 - ii. Team/Office: Employee(s) team/office (e.g. CMO-Comms, Tech – TIG, Admin-VMO, etc.).
 - iii. Employee Name: Employee(s) name(s).
 - iv. Classification: Employee(s) job classification(s).
 - v. Extension: Employee(s) phone extension(s).
 - vi. Bargaining Unit: Employee(s) bargaining unit(s).
 - vii. Position Number: Employee(s) position number(s).
 - viii. Location of Training/Conf/Recruitment Event: Event address, if known.
 - ix. Purpose: Reason for attending the training/conference/recruitment event.
 - b. **Section 2**
 - i. Type of Event: Check the appropriate box.
 - ii. Training Categories: Check the appropriate box. Only complete this section for training events.
 1. **Job Required:** To assure satisfactory performance in your current assignment.
 2. **Job Related:** To increase your efficiency and effectiveness, and to improve your performance above the level of competency established for your position.
 3. **Upward Mobility:** To provide career advancement for employees within designated classifications per Gov't Code 19400-19406. Refer to your bargaining unit contract for reimbursement rates.
 4. **Career Related:** To develop your career potential and provide you with self-development while assisting the FI\$Cal Project's mission and in accordance with your IDP. Refer to your bargaining unit contract for reimbursement rates.
 - iii. Event Information: QTY is the total number of employees attending the event. TITLE OF TRAINING/CONFERENCE/RECRUITMENT is the name of the event. COST is the event cost for one employee. AMOUNT is the COST multiplied by the QTY.
 - iv. Cost of books, supplies required for the training/conference, or equipment rental required for recruitment event: Include any costs that are in addition to the COST.
 - v. Total Cost: AMOUNT plus the cost of books, supplies required for the training/conference, or equipment rental required for recruitment event.
 - vi. Date Options for the Training/Conference/Recruitment Event: Provide your preferred event date in Option 1 and a backup event date in Option 2.
2. If the TPR includes an Excess Lodging Rate Request, please complete the [STD. 255C](#) and attach it to the TPR form. Also, check the box above Section 1.
3. Forward the completed TPR form to your supervisor for approval.

Supervisor:

1. On Leadership Approved Training List: Review the TPR form and the current fiscal year Leadership Approved Training List and check the appropriate box.
2. Supervisor Approval: Sign and date the TPR form to authorize the employee to attend the event.
3. If approved, forward the TPR form to the Deputy Director/Designee for signature.
4. Once the TPR form is signed by the Deputy Director/Designee, forward the original TPR form, the event description, and the completed STD. 255C, if applicable, to the Training Office.

Deputy Director/Designee:

1. Deputy Director/Designee Approval: Sign and date the TPR form to approve.
2. If approved or denied, forward the TPR form to the employee's supervisor.

Note: The employee must adhere to the vendor's cancellation policy. Once the event registration is processed, vendor cancellation fees may apply. For no shows, FI\$Cal may be charged the full cost of the event or a cancellation fee. Immediately notify your supervisor and the Training Office if you are unable to attend the event or locate a substitute.

APPENDIX E – GC 19130(b) EXCEPTION JUSTIFICATION FORM

See next page.

GOVERNMENT CODE §19130(b) EXCEPTION JUSTIFICATION

SECTION 1 – GENERAL INSTRUCTIONS

OVERVIEW

Government Code §19132 requires that, upon the timely request of employee organizations, the State Personnel Board (SPB) must review a State personal services contract that is proposed or has been executed under the authority of Government Code §19130(b) to determine whether or not they fall within at least one of the codified exceptions to the civil service mandate. The SPB will conduct its review in accordance with subdivision (c) of §10337 of the Public Contract Code.

This template is designed to assist the FI\$Cal Project in addressing the requirements as stated in §19130(b), to hire civil service employees to perform personal services. The Vendor Management Office (VMO) will review justifications and documentation.

When requesting a personal services contract, the requestor must file an Exception Justification that includes specific detailed factual information demonstrating that the contract meets one or more of the conditions set forth in §19130(b). The format prescribed herein is provided as guidance to develop the Exception Justification.

PROCEDURE FOR COMPLETING THE EXCEPTION JUSTIFICATION

To request a personal services contract, complete Section 2 of this Exception Justification form. Section 2 provides the ten exceptions for executing personal services contracts, in lieu of using civil service employees. Typically, the FI\$Cal Project marks Exception 3 or 10 but all exceptions should be reviewed for their applicability to each specific personal services contract.

- If Exception 3 applies, also complete Section 3 of this Exception Justification form. Additionally, respond to the guidelines in Section 4 using the space provided in Section 6.
- If Exception 10 applies, respond to the guidelines in Section 5 of this form using the space provided in Section 6. Do not complete Section 3.

Forward this completed form (with supporting evidence and documentation) and a completed PROCUREMENT REQUEST FORM to the VMO at Fiscal.VendorMgmt@fiscal.ca.gov.

An electronic copy of this form and the PROCUREMENT REQUEST FORM is available at <http://intranet/Pages/Vendor%20Management.aspx>.

GOVERNMENT CODE §19130(b) EXCEPTION JUSTIFICATION

SECTION 2 – EXCEPTION CATEGORY DESCRIPTIONS

Government Code §19130(b) provides 10 exceptions for executing personal service contracts in lieu of utilizing civil service employees:

- 1. The functions contracted are exempted from civil service by Section 4 of Article VII of the California Constitution, which describes exempt appointments.
- 2. The contract is for a new state function and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- 3. The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.
- 4. The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements", shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- 5. The legislative, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular civil service system. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- 6. The nature of the work is such that the Government Code standards for emergency appointments apply. These contracts shall conform with Article 8 (commencing with Section 19888) of Chapter 2.5 of Part 2.6.
- 7. State agencies need private counsel because a conflict of interest on the part of the Attorney General's office prevents it from representing the agency without compromising its position. These contracts shall require the written consent of the Attorney General, pursuant to Section 11040.
- 8. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the state in the location where the services are to be performed.
- 9. The contractor will conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment.
- 10. The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under civil service would frustrate their very purpose.

Where the need for personal services contracts overlap, or fall within two or more categories, all applicable sections should be addressed as justifications.

GOVERNMENT CODE §19130(b) EXCEPTION JUSTIFICATION

SECTION 3 – CIVIL SERVICE OPTIONS CONSIDERED PRIOR TO ENTERING INTO A PERSONAL SERVICES CONTRACT

All civil service options should be considered prior to entering into a personal services contract and requesting a §19130(b)(3) exception:

OPTION	CONSIDERED		DISCUSSION Refer to the guidelines on page 4, titled SECTION 4 – GC §19130(b)(3) EXCEPTION GUIDELINES. Use additional pages as necessary. Attach all supporting documentation to this justification.
	Yes	No	
Seasonal Clerk	<input type="checkbox"/>	<input type="checkbox"/>	
Retired Annuitant	<input type="checkbox"/>	<input type="checkbox"/>	
Limited-Term appointment	<input type="checkbox"/>	<input type="checkbox"/>	
Training and Development assignment	<input type="checkbox"/>	<input type="checkbox"/>	
Overtime	<input type="checkbox"/>	<input type="checkbox"/>	
Additional Position for existing civil service employee	<input type="checkbox"/>	<input type="checkbox"/>	
Interagency Agreement between departments	<input type="checkbox"/>	<input type="checkbox"/>	
Permanent Intermittent appointment	<input type="checkbox"/>	<input type="checkbox"/>	
Special Consultant	<input type="checkbox"/>	<input type="checkbox"/>	
Student Assistant	<input type="checkbox"/>	<input type="checkbox"/>	

GOVERNMENT CODE §19130(b) EXCEPTION JUSTIFICATION

SECTION 4 –GC §19130(b)(3) EXCEPTION GUIDELINES

When seeking an exception under category (3), the following is provided as guidance to assist the Requester in developing the justification:

1. The contracted services are not performed by a civil service classification.
 - a. Discuss the unique aspects of the personal services such that they are not found in civil service.
 - b. The language in the Statement of Work (SOW) for the personal services depicts its unique aspects.
 - c. Provide documentation that other state agencies were consulted as to whether or not they provide the necessary personal services, e.g. list of agencies contacted, with dates and contact names and response given.
 - d. Provide documentation that the personal services cannot be performed satisfactorily by civil service employees.
 - e. Indicate which civil service classifications were considered for the personal services:
 - (1) Identify which aspects of the personal services that were not adequately met by the knowledge and ability requirements of the civil service classifications that were considered. Be sure that this criterion is supported by the SOW.
 - (2) Explain why the personal services cannot be performed by a combination of different civil service classifications with the appropriate knowledge and ability requirements.
 - (3) Indicate whether there will be a civil service classification available in the future to perform the personal services.
2. Address what is being done to ensure that civil service classifications will be able to perform these personal services in the future:
 - a. Discuss whether the personal services could be performed by civil service employees if sufficient training and/or education is provided.
 - b. Describe the good faith efforts that were made to recruit civil service employees with the necessary skills to perform the personal services, e.g. CalJOB, VPOS, job fairs, trade conventions, media ads, etc., and attach copies of the postings/advertisements.
3. The personal services are highly specialized or technical in nature.
 - a. Provided facts to justify the highly specialized or technical nature of the personal services.
 - b. If the personal services for a technology new to civil service provide evidence such as industry reports, studies, scientific papers, trade magazine articles, etc.
 - c. Address whether the personal services could be performed by civil service employees if sufficient training and/or education is provided.
 - d. Describe the good faith efforts that have been made to recruit/employee persons with the necessary skills to perform the contracted services.

GOVERNMENT CODE §19130(b) EXCEPTION JUSTIFICATION

SECTION 5 – GC §19130(b)(10) EXCEPTION GUIDELINES

Where the nature of the personal services is urgent, temporary, or occasional in nature (category 10), the following is provided as guidance to assist the Requester in developing the justification:

1. The personal services are of an urgent, temporary, or occasional nature.
 - a. Describe the urgency driving the need for the personal services.
 - (1) Explain the scope and impact of the project.
 - (a) Address whether the urgency is to protect public health or safety.
 - (b) Address whether the urgency is due to a Governor or Legislative mandate.
 - (c) If the personal services will be for a large-scale, highly complex project beyond the present capabilities of the FI\$Cal Project, describe it in detail.
 - (d) If the project entails aggressively scheduled project timelines and/or deadlines, describe in details what would happen if such timelines and/or deadlines were not met.
 - (2) If the urgency of the personal services contract results from an unanticipated increase in the FI\$Cal Project workload, describe in detail. For example:
 - (a) Increased customer demand has surpassed the FI\$Cal Project ability to supply proper staffing of projects and the FI\$Cal Project is currently understaffed to handle the workload increase. (Provide detail.)
 - (b) The project cannot wait for the FI\$Cal Project to obtain sufficient staff to dedicate to the project and the FI\$Cal Project is taking actions to alleviate the staffing problems. (Provide detail.)
 - (c) Services for a project (or multiple projects) are currently in progress and being performed by individuals under a personal services contract. Provide details of the possible negative impact should the services be discontinued or experience a lapse in their performance.
 - (d) Describe the efforts that have been taken in order to continue work, rather than contracting out for personal services.
 - b. The personal services contract is a temporary or occasional solution to fill a need until civil service employees can be trained/hired to perform such services.
 - (1) The term for the performance of the contracted services meet the definition of temporary. (Explain.)
 - (2) BEWARE: Is there language present that would extend the term for the personal services past the definition of temporary?
 - (3) Where the FI\$Cal Project is in the process of hiring civil service employees to perform the stated functions, thus making the personal services a “stop gap” solution until the hiring process has been completed. Describe in detail what is being done and when the remedy is expected to be in place. **Civil service options that would qualify as temporary help must be pursued first. (See Section 3.)**
 - (4) Where the FI\$Cal Project is in the process of training current department employees to perform the personal services once the term of the contract has expired, describe when recruiting, hiring, etc., is expected to take place. (See Section 4, Item 2(a).)

GOVERNMENT CODE §19130(b) EXCEPTION JUSTIFICATION

SECTION 5 – GC §19130(b)(10) EXCEPTION GUIDELINES

- (5) Where the personal services are for a “one-time only” project that is of an urgent nature.
(See Item 1(a) above.)
 - (6) Provide sufficient documentation to demonstrate that the personal services will not develop into an ongoing function of the FI\$Cal Project.
 - (7) Describe the good faith efforts that were made to recruit civil service employees with the necessary skills to perform the personal services once the term of the contract has expired.
- c. Describe in specificity what impact a delay would have in implementing the personal services.

CONFIDENTIAL

GOVERNMENT CODE §19130(b) EXCEPTION JUSTIFICATION

SECTION 6 – GC §19130(b) EXCEPTION JUSTIFICATION

(Title of Services to be Procured)

(Begin narrative.)

CONFIDENTIAL

APPENDIX F – CONTRACTOR STAFF SUBSTITUTION REQUEST FORM

See next page.

APPENDIX G – PROCUREMENT FILE CHECKLIST

See next page.

**APPENDIX H – CONFLICT OF INTEREST/INCOMPATIBLE ACTIVITIES
CERTIFICATION AND AGREEMENT**

See next page.

Conflict of Interest/Incompatible Activities Certification and Agreement

1. I have no actual or potential economic interest incompatible with my involvement in FI\$Cal. Neither my spouse, registered domestic partner, nor dependent child(ren), if any, have an actual or potential economic interest which would be incompatible with my involvement in FI\$Cal. An economic interest may include:
 - direct or indirect investments in a business entity
 - sources of income received in the 12 months preceding a government decision
 - interests in real property
 - paid or unpaid business positions (e.g., officer, director, employee)
 - gifts or gratuities received in the 12 months preceding a government decision
2. I have not entered and will not enter into any arrangement, agreement or understanding with any business entity, individual, or representative thereof, that might benefit from my involvement in FI\$Cal.
3. I will notify my supervisor or State contract manager if there is any change in any of these certifications.
4. I will not accept any gift, benefit, gratuity or consideration, or establish an economic interest with any business entity, individual or representative thereof, that might benefit from my involvement in FI\$Cal.
5. FOR STATE EMPLOYEES ONLY: *[Gov. Code § 19990]* I will not engage in any employment, activity or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to my duties as a state officer or employee, including, but not limited to:
 - using the prestige or influence of the State for the private gain or advantage of me or another,
 - using State time, facilities, equipment or supplies for private gain or advantage,
 - using or having access to confidential information available by virtue of state employment for private gain or advantage or providing confidential information to persons unauthorized to receive it,
 - receiving or accepting money or any other consideration from anyone other than the State for the performance of my duties as a state officer or employee,
 - performing private activities which may be subject to control, review, inspection, audit or enforcement by me in my job,
 - receiving or accepting, directly or indirectly, any gift, including a service, money, gratuity, favor, entertainment, hospitality, loan or any other thing of value from anyone who is doing or seeking to do business of any kind with FI\$Cal or whose activities are regulated or controlled by FI\$Cal under circumstances from which it reasonably could be substantiated that the gift was intended to influence me in my official duties or reward my official actions, and
 - subject to any other applicable laws, rules or regulations, not devoting my full time, attention and efforts to my state office or employment during my hours of duty.
6. I understand that a violation of these conflict of interest laws and regulations may result in criminal charges, fines and penalties, and/or disciplinary action up to and including termination.

Mark one: Contractor Staff State Staff

Signature _____ Date _____

Printed Name _____

Agency/Department/Company _____

Position/Title _____ Telephone _____

E-Mail _____

APPENDIX I – CONFIDENTIALITY AND NON-DISCLOSURE STATEMENT

See next page.

Confidentiality and Non-Disclosure Agreement

1. I will keep all project information, including information concerning the planning, processes, development or procedures of the Project, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless (1) that person has also signed a Confidentiality and Non-Disclosure Agreement, (2) such disclosure is authorized by the Project Director, or (3) such disclosure is between FI\$Cal Steering Committee members and their directorate.
2. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, contractual terms and conditions, concepts, discussions and written or electronic material, unless such information is lawfully obtainable by the general public.
3. I will appropriately store all confidential documents and working papers to protect their confidentiality and ensure they are shredded if no longer needed.
4. I will follow any instructions provided by the Project relating to the confidentiality of Project information.
5. I will notify the Project Director or his/her assistant immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has made or intends to make an unauthorized disclosure of such information.
6. I understand that any unauthorized disclosure I make may be a basis for disciplinary action, civil or criminal penalties, or termination of contract.
7. I understand that if I leave this Project, I must still keep all Project information confidential unless it is publicly available.
8. I understand all confidential information is and shall remain the property of the FI\$Cal Project and/or the Department of Finance.

Signature _____ Date _____

Printed Name _____

Agency/Department/Company _____

Position/Title _____

Telephone _____

E-Mail Address _____

APPENDIX J – REQUEST FOR QUOTE - GOODS TEMPLATE

See next page.

FI\$Cal Request for Quotation # 14-0000 Addendum # 0



Non-IT Goods [Competitive] or [SB/DVBE Option] or [Leveraged Procurement Agreement]

NOTES: Instructions for using this template are provided in blue Times New Roman font and describe general information for completing this Request for Quotation (RFQ). Delete template instructions upon completion of the RFQ.

Sample language is identified in red Arial font. This language provides suggestions for completing specific sections. All red text should be replaced with procurement-specific information and the font color replaced with black text.

Hyperlinks are annotated in purple underlined Arial text and can be accessed by following the on-screen instructions. To return to the original document after accessing a hyperlink, click on the back arrow in your browser's toolbar. The "File Download" dialog box will open. Click on "Open" to return to this document.

USE ONLY FOR INFORMAL GOODS UP TO THE DELEGATED PURCHASING AUTHORITY LIMIT

For **Non-IT Goods less than \$5K** this written quote template may be used, however phone quotes with fair and reasonable determinations for price reasonableness may also be used.

For **Non-IT Goods** competitive \$5K up to \$100K, SB/DVBE Option Orders \$5K up to \$249,999.99, State Price Schedule Orders \$5K up to \$25K, CMAS \$5K up to \$100K, and Cooperative Agreement Orders \$5K up to \$500K.

Non-IT Goods over \$50K must be advertised (does not apply to LPAs or SB/DVBE Option Orders), include protest language, and include 5-day intent to award language in SCM Vol 3 Chapter 4 Section 4.D5.3 and 4. Please contact the Vendor Management Office – Procurements Section for assistance at VendorMgmt@fiscal.ca.gov.

Today's Date: Month Day, Year

Instructions to supplier: Please review this Request for Quotation (RFQ) and if interested in responding, submit a quote by email to the Financial Information System for California (FI\$Cal) Vendor Management Office (VMO) – Procurement Section Contact listed below. Facsimile machine (fax) quotes will not be accepted. To be considered responsive, the quote must be received by the Quote Due Date and the Administrative Requirements below the General Information must be included in the supplier's submitted quote:

Action Dates	
Release of RFQ	Month Day, Year (4-digit)
Submission of Written Questions	Month Day, Year (4-digit) by 10:00 AM
FI\$Cal's Response to Written Questions	Month Day, Year (4-digit)
Submission of Quote	Month Day, Year (4-digit) by 10:00 AM
(For non-IT over \$100K—does not apply to LPAs and SB/DVBE Options) Intent to Award	Month Day, Year (4-digit)
Contract Award	Month Day, Year (4-digit) (At least 24 hours from Intent to Award PO/Contract if for non-IT Services over \$100K)

FI\$Cal VMO – Procurement Section Contact

Enter Procurement Analyst's Name

Phone: (916) 576-XXXX

Email: firstname.lastname@fiscal.ca.gov

General Information

- (For New Equipment Purchases) All equipment to be provided in response to this RFQ shall be new and latest model in current production. Used, shopworn, demonstrator, prototype or discontinued models are not acceptable.
- (This may be stated in the SOW budget amount also) The total quote amount may not exceed \$0000.
- (For Non-IT Goods above \$5K—Does not apply to Fair and Reasonable, LPAs or SB/DVBE Option Order) It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.
- (For non-IT under \$100K) Award of Purchase Order or Contract (PO/Contract) will be made to the supplier that meets all of

FI\$Cal Request for Quotation # 14-0000 Addendum # 0



Non-IT Goods [Competitive] or [SB/DVBE Option] or [Leveraged Procurement Agreement]

the Administrative Requirements stated below and provides the lowest net cost quote.

5. FI\$Cal reserves the right to determine the successful quote(s) either on the basis of individual items or on the basis of all items included in its RFQ, unless otherwise expressly provided in FI\$Cal's RFQ. Unless the supplier specifies otherwise in its quote, FI\$Cal may accept any item or groups of items of any quote. FI\$Cal reserves the right to modify or cancel in whole or in part its RFQ.
6. (If anticipating responses from both large and SB/DVBEs—does not apply to SB/DVBE Option) Suppliers who request and qualify as a California-certified small business will be given a five (5) percent preference for bid evaluation purposes only.
In addition, a five (5) percent bid preference is available to a non-small business claiming 25 percent California certified small business subcontractor participation. Suppliers claiming this preference must be certified by California as a small business or must commit to subcontract at least 25 percent of the net bid price with one or more California certified small businesses.
Small Business Nonprofit Veteran Services Agencies (SB/NVSA) prime Suppliers 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 (5) percent small business preference.
Suppliers desiring to claim this preference must choose a Small Business Preference Statement(s) required in Administrative Requirements #3.
7. (For non-IT over \$100K—does not apply to LPAs and SB/DVBE Options) Written notification of FI\$Cal's intent to award will be made to all suppliers that submitted a quote. If a supplier, having submitted a quote, can show that its quote, instead of the quote selected by FI\$Cal, should be selected for contract award, the supplier will allow five (5) working days to submit a protest to the Intent to Award, according to the instructions contained in the paragraphs for protests below.
8. (For non-IT over \$25K—does not apply to LPAs and SB/DVBE Options) For protests, any supplier that provided a quote having issues regarding the RFQ requirements must resolve these issues (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 FI\$Cal or if they result in a protest FI\$Cal will submit to the DGS Procurement Division Deputy Director to be heard and resolve issues and whose decision will be final.

If a supplier that provided a quote believes it to be totally responsive to the requirements of the RFQ and to be the quote that should have been selected according to the evaluation procedure in the RFQ and the supplier believes FI\$Cal has incorrectly selected another quote for award, the supplier may submit a protest of the selection as described below. Protests regarding selection of the "successful supplier" will be heard and resolved by the Victim Compensation and Government Claims Board (VCGCB) whose decision will be final.

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

Deputy Director
Procurement Division
707 Third Street, Second Floor South
West Sacramento, CA 95605

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

9. (For non-IT Goods including SB/DVBE Option and LPAs other than CMAS) The General Provisions for non-IT commodities (Form GSPD-401 Non IT Commodities, revised and effective 06/08/2010) that are published at <http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf> are incorporated in the Purchase Order by reference. **No other terms, conditions, policies or general provisions from the supplier are applicable or operative. A quote that includes a supplier's terms, conditions, policies or general provisions may be rejected.**

(For non-IT CMAS Goods) The the terms and conditions for IT CMAS commodities (Form GSPD-401 Non IT Commodities-CMAS, revised and effective 08/01/2010) published at <http://www.documents.dgs.ca.gov/PD/CMAS/MASTCNON-ITGOODS8-10.PDF> and the Supplier's CMAS Agreement are hereby incorporated and made part of this Purchase Order by reference. **No other terms, conditions, policies or general provisions from the supplier are applicable or operative.**

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Non-IT Goods [Competitive] or [SB/DVBE Option] or [Leveraged Procurement Agreement]

A quote that includes a supplier's policy, terms and/or conditions may be rejected.

Administrative Requirements

1. Reference the FI\$Cal RFQ Number—FI\$Cal RFQ# 000
2. Quote Date (The date the quote is submitted)
3. **Small Business Preference Statement(s)**
 - a. Supplier statement that the small business preference is being claimed
 - b. Supplier statement that the small business preference is being claimed if supplier is a manufacturer or not
 - c. Supplier statement claiming at least 25% non-small business subcontractor preference
4. If small business preference is claimed, Bidder Declaration (GSPD-05-105) at <http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf> completed and attached
5. California Disable Veteran Business Enterprise Program Requirement Packet <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf> completed and attached
6. California Certified Small Business/Disabled Veteran Business Enterprise Certification Number (if applicable)
7. (For work in areas not to be performed at the FI\$Cal worksite) Target Area Contract Preference Act (TACPA) Preference will be granted to California-based Suppliers in accordance with California Government Code Section 4530 whenever contracts for goods or services are in excess of \$100,000 and the Suppliers meet certain requirements as defined in the California Administrative Code (Title 2, Section 1896 et seq.) regarding labor needed to provide the services being procured. Suppliers' questions regarding this preference are to be directed to:

Department of General Services
Office of Small Business and DVBE Services
707 3rd Street, 1st Floor, Room 400
West Sacramento, CA 95605
Telephone: (916) 375-4940

Suppliers desiring to claim this preference must request this preference by submitting the appropriate form located at <http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf> with their quote.

8. Supplier name, address, phone and fax numbers, and supplier representative name & email address
9. Supplier's Quote Reference Number
10. Quote term (for example, "Quote is good for 45 days", etc.)
11. (For Mandatory Statewide Commodity Contract; Master, Cooperative, or CMAS Agreements; if applicable) Agreement or Contract Number
12. Completed [name of RFQ] Quote Cost Table provided below (option 1) or use the next seven bullets (option 2) or use the table displayed below the Statement of Work at the end of the RFQ (option 3)
 - Itemized cost for each item and quantity listed below or in a cost table provided (if applicable)
 - Sales tax (if applicable)
 - Shipping—Only F.O.B. Destination Freight Prepaid (if applicable)
 - Other non-taxable (if applicable)
 - Total cost (Sum of itemized costs, sales tax and shipping, if applicable)
 - Hourly rates for all tasks to be completed in the RFQ (if applicable)
 - Discounts or promotions offered
13. Designate which items are considered "Non-Core" to the Mandatory Statewide Commodity Contract (if applicable)
14. Estimated time to deliver the items in the Quote (for example, 10 days After Receipt of Order [ARO]) (if applicable)
15. Warranty Description and Term Dates (if applicable)
16. Recycled Content Certification form at <http://www.calrecycle.ca.gov/buyrecycled/stateagency/Certify.htm>
17. Seller's Permit—A copy of the permit is required for any tangible goods purchased (if applicable)
18. Completed Payee Data Record (<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>)
19. Signature of a representative authorized to bind the supplier's company

FI\$Cal Request for Quotation # 14-0000 Addendum # 0



Non-IT Goods [Competitive] or [SB/DVBE Option] or [Leveraged Procurement Agreement]

[Name of RFQ] Quote Cost Table

REQUIREMENTS for Goods in the Quote (Terms: Net 45 Days, F.O.B. Destination Freight Prepaid)

ITEM	QTY	MFR. PART NUMBER	DESCRIPTION
1			For more items add rows or insert attachment and indicate "See Attachment(s)" here
2			This table may be deleted, and the following inserted: "The Statement of Work and the [Title of the RFQ] Cost Table below will be an attachment to the Purchase Order." Include the Statement of Work below.
3			
4			
5			
6			
7			
8			

FI\$Cal Request for Quotation # 14-0000 Addendum # 0



Non-IT Goods [Competitive] or [SB/DVBE Option] or [Leveraged Procurement Agreement]

(Use only if the procurement is primarily goods with a much lesser portion of services) **STATEMENT OF WORK**

This Statement of Work (SOW) reflects the services to be provided by <Supplier name>, hereinafter referred to as the **“Supplier,”** for the Financial Information System for California (FI\$Cal), and hereinafter referred to as **“FI\$Cal”**. The Request for Quote (RFQ) and the Supplier’s quote in response to RFQ XXX is hereby incorporated by reference and made part of this Purchase Order (PO)/**Contract** as if attached hereto.

Scope

The supplier must provide the Financial Information System for California (FI\$Cal) ...

Roles and Responsibilities

The supplier will...

The State will...

[Name of RFQ] Quote Cost Table

Insert table here

FI\$Cal Request for Quotation # 14-0000 Addendum # 0



IT Goods [Competitive] or [SB/DVBE Option] or [Leveraged Procurement Agreement]

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Sample language is identified in red Arial font. This language provides suggestions for completing specific sections. All red text should be replaced with procurement-specific information and the font color replaced with black text.

Hyperlinks are annotated in purple underlined Arial text and can be accessed by following the on-screen instructions. To return to the original document after accessing a hyperlink, click on the back arrow in your browser's toolbar. The "File Download" dialog box will open. Click on "Open" to return to this document.

USE ONLY FOR INFORMAL GOODS UP TO THE DELEGATED PURCHASING AUTHORITY LIMIT

For **IT Goods less than \$5K** this written quote template may be used, however phone quotes with fair and reasonable determinations for price reasonableness may also be used.

For **IT Goods** competitive up to \$1M, SB/DVBE Option Orders \$5K up to \$249,999.99, IT State Price Schedule Orders \$5K up to \$25K, IT CMAS \$5K up to \$500K, and Software License Program Orders \$5K up to \$2M.

IT Goods over \$100K must be advertised (does not apply to LPAs or SB/DVBE Option Orders), include protest language, and include 5-day intent to award language in SCM Vol 3 Chapter 4 Section 4.D5.3 and 4. Please contact the Vendor Management Office – Procurements Section for assistance at VendorMgmt@fiscal.ca.gov.

Today's Date: Month Day, Year

Instructions to supplier: Please review this Request for Quotation (RFQ) and if interested in responding, submit a quote by email to the Financial Information Systems for California (FI\$Cal) Vendor Management Office (VMO) – Procurement Section Contact listed below. Facsimile machine (fax) quotes will not be accepted. To be considered responsive, the quote must be received by the Quote Due Date and the Administrative Requirements below the General Information must be included in the supplier's submitted quote:

Action Dates	
Release of RFQ	Month Day, Year (4-digit)
Submission of Written Questions	Month Day, Year (4-digit) by 10:00 AM
FI\$Cal's Response to Written Questions	Month Day, Year (4-digit)
Submission of Quote	Month Day, Year (4-digit) by 10:00 AM
(At least 5 working days prior to Award PO/Contract if for IT Goods over \$100K —does not apply to LPAs and SB/DVBE Options) Intent to Award	Month Day, Year (4-digit)
Contract Award	Month Day, Year (4-digit) (

FI\$Cal VMO – Procurement Section Contact

Enter Procurement Analyst's Name

Phone: (916) 576-XXXX

Email: firstname.lastname@fiscal.ca.gov

General Information

- (For New Equipment Purchases) All equipment to be provided in response to this RFQ shall be new and latest model in current production. Used, shopworn, demonstrator, prototype or discontinued models are not acceptable.
- (This may be stated in the SOW budget amount also) The total quote amount may not exceed \$0000.
- (For IT Goods above \$5K—Does not apply to Fair and Reasonable, LPAs or SB/DVBE Option Order) It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section

FI\$Cal Request for Quotation # 14-0000 Addendum # 0



IT Goods [Competitive] or [SB/DVBE Option] or [Leveraged Procurement Agreement]

17030 of the Business and Professions Code.

4. (For IT under \$100K) Award of Purchase Order or Contract (PO/Contract) will be made to the supplier that meets all of the Administrative Requirements stated below and provides the lowest net cost quote.
5. (For IT over \$100K) Award of contract, if made, will be in accordance with the RFQ information to a responsive supplier quote that complies with all the requirements of the RFQ documents and any addenda thereto, except for such immaterial defects as waived by FI\$Cal. Award, if made, will be made within 45 days after the scheduled date for Contract Award as specified in the RFQ; however a supplier may extend the quote beyond 45 days in the event of a delay of contract award.
6. (For Software License and Maintenance Purchases) Software license and maintenance fees are considered subscriptions. Any purchase order awarded to a supplier for software support and maintenance for 12 months or longer will be paid for the first year only and must be invoiced on an annual basis for the remaining subscription period.
7. FI\$Cal reserves the right to determine the successful quote(s) either on the basis of individual items or on the basis of all items included in its RFQ, unless otherwise expressly provided in FI\$Cal's RFQ. Unless the supplier specifies otherwise in its quote, FI\$Cal may accept any item or groups of items of any quote. FI\$Cal reserves the right to modify or cancel in whole or in part its RFQ.
8. (If anticipating responses from both large and SB/DVBEs—does not apply to SB/DVBE Option) Suppliers who request and qualify as a California-certified small business will be given a five (5) percent preference for bid evaluation purposes only.

In addition, a five (5) percent bid preference is available to a non-small business claiming 25 percent California certified small business subcontractor participation. Suppliers claiming this preference must be certified by California as a small business or must commit to subcontract at least 25 percent of the net bid price with one or more California certified small businesses.

Small Business Nonprofit Veteran Services Agencies (SB/NVSA) prime Suppliers 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 (5) percent small business preference.

Suppliers desiring to claim this preference must choose a Small Business Preference Statement(s) required in Administrative Requirements #3.
9. (For IT over \$100K—does not apply to LPAs and SB/DVBE Options) Written notification of FI\$Cal's intent to award will be made to all suppliers that submitted a quote. If a supplier, having submitted a quote, can show that its quote, instead of the quote selected by FI\$Cal, should be selected for contract award, the supplier will be allowed five (5) working days to submit a Notice of Intent to Protest, according to the instructions contained in the paragraphs for protests below.
10. (For IT over \$100K—does not apply to LPAs and SB/DVBE Options) For protests, any supplier that provided a quote having issues regarding the RFQ requirements must resolve these issues (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 FI\$Cal or if they result in a protest, FI\$Cal will submit to the DGS Procurement Division Deputy Director to be heard and resolve issues and whose decision will be final.

If a supplier that provided a quote believes it to be totally responsive to the requirements of the RFQ and to be the quote that should have been selected according to the evaluation procedure in the RFQ and the supplier believes FI\$Cal has incorrectly selected another quote for award, the supplier may submit a protest of the selection as described below. Protests regarding selection of the "successful supplier" will be heard and resolved by the Victim Compensation and Government Claims Board (VCGCB) whose decision will be final.

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

Deputy Director
Procurement Division
707 Third Street, Second Floor South
West Sacramento, CA 95605

All protests to the RFQ or protests concerning the evaluation, recommendation, or other aspects of the selection process must be received by the Deputy Director of the Procurement Division as promptly as possible, but not later than the date indicated as the scheduled intent to award date. Certified or registered mail must be used unless delivered in person, in

FI\$Cal Request for Quotation # 14-0000 Addendum # 0



IT Goods [Competitive] or [SB/DVBE Option] or [Leveraged Procurement Agreement]

which case the protester should obtain a receipt of delivery.

11. (For IT Goods including SB/DVBE Option and LPAs other than CMAS)The Information Technology (IT) General Provisions for IT goods and services (Form GSPD-401IT, revised and effective 11/27/2013) that are published at http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT13_1127.pdf are incorporated in the Purchase Order by reference. **No other terms, conditions or general provisions from the supplier are applicable or operative. A quote that includes a supplier's terms, conditions, policies or general provisions may be rejected.**

(For IT CMAS Goods)The terms and conditions for IT CMAS services (GSPD-401IT-CMAS General Provisions – Information Technology effective 8/1/2010) published at <http://www.documents.dgs.ca.gov/pd/ctmas/MASTCIT8-10.pdf> and the Supplier's Information Technology CMAS Agreement are hereby incorporated and made part of this Purchase Order (PO)/Contract by reference. **No other terms, conditions, policies or general provisions from the supplier are applicable or operative. A quote that includes a supplier's policy, terms and/or conditions may be rejected.**

Administrative Requirements

1. Reference the FI\$Cal RFQ Number—RFQ# 14-0000
2. Quote Date (The date the quote is submitted)
3. Small Business Preference Statement(s)
 - a. Supplier statement that the small business preference is being claimed
 - b. Supplier statement that the small business preference is being claimed if supplier is a manufacturer or not
 - c. Supplier statement claiming at least 25% non-small business subcontractor preference
4. If small business preference is claimed, Bidder Declaration (GSPD-05-105) at <http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf> completed and attached
5. California Disable Veteran Business Enterprise Program Requirement Packet <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf> completed and attached
6. California Certified Small Business/Disabled Veteran Business Enterprise Certification Number (if applicable)
7. (For work in areas not to be performed at the FI\$Cal worksite)Target Area Contract Preference Act (TACPA) Preference will be granted to California-based Suppliers in accordance with California Government Code Section 4530 whenever contracts for goods or services are in excess of \$100,000 and the Suppliers meet certain requirements as defined in the California Administrative Code (Title 2, Section 1896 et seq.) regarding labor needed to provide the services being procured. Suppliers' questions regarding this preference are to be directed to:

Department of General Services
Office of Small Business and DVBE Services
707 3rd Street, 1st Floor, Room 400
West Sacramento, CA 95605
Telephone: (916) 375-4940

Suppliers desiring to claim this preference must request this preference by submitting the appropriate form located at <http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf> with their quote.

8. Supplier name, address, phone and fax numbers, and supplier representative name & email address
9. Supplier's Quote Reference Number
10. Quote term (for example, "Quote is good for 45 days", etc.)
11. (For Mandatory Statewide Commodity Contract; Master, Cooperative, or CMAS Agreements; or Software Licensing Program, if applicable)Agreement or Contract Number
12. Completed [name of RFQ] Quote Cost Table provided below (option 1) or use the next seven bullets (option 2), or use the table displayed below the Statement of Work at the end of the RFQ (option 3)
 - Itemized cost for each item and quantity listed below or in a cost table provided (if applicable)
 - Sales tax (if applicable)
 - Shipping—Only F.O.B. Destination Freight Prepaid (if applicable)
 - Other non-taxable (if applicable)
 - Total cost (Sum of itemized costs, sales tax and shipping, if applicable)
 - Hourly rates for all tasks to be completed in the RFQ (if applicable)
 - Discounts or promotions offered
13. Designate which items are considered "Non-Core" to the Mandatory Statewide Commodity Contract (if applicable)
14. Estimated time to deliver the items in the Quote (for example, 10 days After Receipt of Order [ARO]) (if applicable)
15. Term Lengths for Licensing or Support Products (for example, 1-year Term) (if applicable)

FI\$Cal Request for Quotation # 14-0000 Addendum # 0



IT Goods [Competitive] or [SB/DVBE Option] or [Leveraged Procurement Agreement]

16. Licensing or Support Coverage Agreement Number (if applicable)
17. Warranty Description and Term Dates (if applicable)
18. Recycled Content Certification form at <http://www.calrecycle.ca.gov/buyrecycled/stateagency/Certify.htm>
19. Seller's Permit—A copy of the permit is required for any tangible goods purchased (if applicable)
20. Completed Payee Data Record (<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>)
21. Signature of a representative authorized to bind the supplier's company

[Name of RFQ] Quote Cost Table

REQUIREMENTS for Goods in the Quote (Terms: Net 45 Days, F.O.B. Destination Freight Prepaid)

ITEM	QTY	MFR. PART NUMBER	DESCRIPTION
1			For more items add rows or insert attachment and indicate "See Attachment(s)" here
2			This table may be deleted, and the following inserted: "The Statement of Work and the [Title of the RFQ] Cost Table below will be an attachment to the Purchase Order." Include the Statement of Work below.
3			
4			
5			
6			
7			
8			

FI\$Cal Request for Quotation # 14-0000 Addendum # 0



IT Goods [Competitive] or [SB/DVBE Option] or [Leveraged Procurement Agreement]

(Use only if the procurement is primarily goods with a much lesser portion of services) **STATEMENT OF WORK**

This Statement of Work (SOW) reflects the services to be provided by <Supplier name>, hereinafter referred to as the “**Supplier**,” for the Financial Information System for California (FI\$Cal), and hereinafter referred to as “**FI\$Cal**”. The Request for Quote (RFQ) and the Supplier’s quote in response to RFQ XXX is hereby incorporated by reference and made part of this Purchase Order (PO)/**Contract** as if attached hereto.

Scope

The supplier must provide the Financial Information System for California (FI\$Cal) ...

Roles and Responsibilities

The supplier will...

The State will...

[Name of RFQ] Quote Cost Table

Insert table here

APPENDIX K – REQUEST FOR QUOTE - SERVICES TEMPLATE

See next page.

FI\$Cal Request for Quotation # 14-0000 Addendum # 0



Non-IT Services [Competitive] or [SB/DVBE Option] or [CMAS or Cooperative Agreement]

NOTES: Instructions for using this template are provided in blue Times New Roman font and describe general information for completing this Request for Quotation (RFQ).. Delete template instructions upon completion of theRFQ.

Sample language is identified in red Arial font. This language provides suggestions for completing specific sections. All red text should be replaced with procurement-specific information and the font color replaced with black text.

Hyperlinks are annotated in purple underlined Arial text and can be accessed by following the on-screen instructions. To return to the original document after accessing a hyperlink, click on the back arrow in your browser's toolbar. The "File Download" dialog box will open. Click on "Open" to return to this document.

USE ONLY FOR INFORMAL SERVICES UP TO THE DELEGATED PURCHASING AUTHORITY LIMIT

For **Non-IT Services less than \$5K** this written quote template is used, however phone quotes with fair and reasonable determinations for price reasonableness may be used in place of this template.

For **Non-IT Services** competitive \$5K up to \$50K, SB/DVBE Option Orders \$5K up to \$249,999.99, CMAS \$5K up to \$100K, and Cooperative Agreements \$5K up to \$500K.

For **Non IT Services** over \$5K—Not for SB/DVBE Option, CMAS and Cooperative Agreements) must be advertised in the California State Contracts Register (CSCR).

Today's Date: Month Day, Year

Instructions to supplier: Please review this Request for Quotation (RFQ) for non-Information Technology (IT) Services and if interested in responding, **submit a quote by email (for quotes under \$50K)** to the Financial Information Systems for California (FI\$Cal) Vendor Management Office (VMO) – Procurement Section Contact listed below. Facsimile machine (fax) quotes will not be accepted. In submitting a quote, you must comply with the instructions found herein. The purpose of this RFQ for non-IT Services is to provide FI\$Cal with **[Insert type of service]**. The services required are delineated in the Statement of Work.

Action Items and Dates	
Release of RFQ	Monday Day, Year (4-digit)
Submission of Written Questions	Monday Day, Year (4-digit), 10:00 AM Pacific Time
FI\$Cal's Response to Written Questions	Monday Day, Year (4-digit)
Submission of Quote	Monday Day, Year (4-digit), 10:00 AM Pacific Time
Contract Award	Monday Day, Year (4-digit)

All dates after the Submission of Quote (date and time) are approximate and may be changed if needed to allow the State additional time for evaluation and contract execution.

FI\$Cal VMO – Procurement Section Contact
Enter Procurement Analyst's Name
Phone: (916) 576-XXXX
Email: firstname.lastname@fiscal.ca.gov
Address: 2000 Evergreen Drive, Suite 116 Sacramento, CA 95815

General Information

1. Questions for this RFQ must be emailed to the Procurement Contact shown above and by the Due Date in the Action Items and Dates table. No telephone responses are allowed. The State may seek clarification for any question received. Questions not submitted in writing by the Due Date in the Action Items and Dates table shall be answered at the State's option.

FI\$Cal Request for Quotation # 14-0000 Addendum # 0



Non-IT Services [Competitive] or [SB/DVBE Option] or [CMAS or Cooperative Agreement]

2. (This may be stated in the SOW budgeted amount also) The total quote amount may not exceed \$00.00.
3. Award of PO/Contract, if made, will be in accordance with the RFQ information to a responsive supplier quote that complies with all the requirements of the RFQ documents and any addenda thereto, except for such immaterial defects as waived by FI\$Cal. Award, if made, will be made within 45 days after the scheduled date for PO/Contract Award as specified in the RFQ; however a supplier may extend the quote term beyond 45 days in the event of a delay of PO/Contract Award.
4. FI\$Cal reserves the right to determine the successful quote(s) either on the basis of individual items or on the basis of all items included in its RFQ, unless otherwise expressly provided in FI\$Cal's RFQ. Unless the supplier specifies otherwise in its quote, FI\$Cal may accept any item or groups of items of any quote. FI\$Cal reserves the right to modify or cancel in whole or in part its RFQ at any time.
5. (If anticipating responses from both large and SB/DVBEs—does not include SB/DVBE Option and CMAS and Cooperative Agreements) Suppliers who request and qualify as a California-certified small business will be given a five (5) percent preference for quote evaluation purposes only.

In addition, a five (5) percent bid preference is available to a non-small business claiming 25 percent California certified small business subcontractor participation. Suppliers claiming this preference must be certified by California as a small business or must commit to subcontract at least 25 percent of the net bid price with one or more California certified small businesses.

Small Business Nonprofit Veteran Services Agencies (SB/NVSA) prime Suppliers 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 (5) percent small business preference.

Suppliers desiring to claim this preference in Small Business Preference Statement(s) required in Administrative Requirements "1d".

6. The RFQ and the supplier's quote response will be made part of the contract.
7. Must also include attachment of signed "Contractor Certification Clauses CCC-307" incorporated by reference in Section 11 of the GTC 610)The General Terms and Conditions 610 for non-IT services (GTC 610 effective 6/9/2010) published at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> are hereby incorporated and made part of this Purchase Order (PO)/Contract by reference. **No other terms, conditions, policies or general provisions from the supplier are applicable or operative. A quote that includes a supplier's policy, terms and/or conditions may be rejected.**

(For Non-IT CMAS Services Only)The terms and conditions for CMAS services (GTC 610 & CCC 307-CMAS effective 8/1/2010) published at <http://www.documents.dgs.ca.gov/PD/CMAS/MASTCNON-ITSERV8-10.PDF> and the Supplier's Information Technology CMAS Agreement are hereby incorporated and made part of this Purchase Order (PO)/Contract by reference. **No other terms, conditions, policies or general provisions from the supplier are applicable or operative. A quote that includes a supplier's policy, terms and/or conditions may be rejected.**
8. (For Non-IT over \$5K—Not for SB/DVBE Option and CMAS or Cooperative Agreements)It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

Evaluation and Scoring Criteria

1. EVALUATION

The RFQ may be evaluated based on lowest cost or value effective methodology as outlined below. If lowest cost is chosen, remove paragraph b below to delete references to scoring.

- a. (RFQ award based on lowest net cost quote for non-IT Services and the SB/DVBE Option)Award of Purchase Order (PO)/Contract will be made to the supplier that meets all of the Administrative Requirements and Mandatory Staffing Qualifications and provides the lowest net cost quote.
- b. (RFQ award based on highest total score for non-IT Services—Not for SB/DVBE Option)Award of Purchase Order (PO)/Contract will be made to the supplier that meets all of the Administrative Requirements and Mandatory Staffing Qualifications and has the highest total score.

Evaluation Criteria	Possible Points
Administrative Requirements	Pass/Fail
Mandatory Staffing Qualifications	Pass/Fail
Technical	50 points
Cost	50 Points

FI\$Cal Request for Quotation # 14-0000 Addendum # 0



Non-IT Services [Competitive] or [SB/DVBE Option] or [CMAS or Cooperative Agreement]

Requirements and Qualifications

1. Administrative Requirements (Pass/Fail)
 - a. Reference the FI\$Cal RFQ Number—FI\$Cal RFQ# 14-0000
 - b. Quote Date (The date the quote is submitted)
 - c. Small Business Preference Statement(s)
 - i. Supplier statement that the small business preference is being claimed
 - ii. Supplier statement that the small business preference is being claimed if supplier is a manufacturer
 - iii. Supplier statement claiming at least 25% non-small business subcontractor preference
 - d. If small business preference is claimed, a Bidder Declaration (GSPD-05-105) at <http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf> must be completed and attached
 - e. California Disable Veteran Business Enterprise Program Requirement Packet <http://documents.dgs.ca.gov/pd/delegations/DVBEPckt2.doc> must be completed and attached
 - f. California Certified Small Business/Disabled Veteran Business Enterprise Certification Number (if applicable)
 - g. (For work in areas not to be performed at the FI\$Cal worksite) Target Area Contract Preference Act (TACPA) Preference will be granted to California-based Suppliers in accordance with California Government Code Section 4530 whenever contracts for goods or services are in excess of \$100,000 and the Suppliers meet certain requirements as defined in the California Administrative Code (Title 2, Section 1896 et seq.) regarding labor needed to provide the services being procured. Suppliers' questions regarding this preference are to be directed to:
Department of General Services
Office of Small Business and DVBE Services
707 3rd Street, 1st Floor, Room 400
West Sacramento, CA 95605
Telephone: (916) 375-4940

Suppliers desiring to claim this preference must request this preference by submitting the appropriate form located at <http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf> with their quote.
 - h. Supplier name, address, phone and fax numbers, and supplier representative name & email address
 - i. Supplier's Quote Reference Number
 - j. Quote term (for example, "Quote is good for 45 days", etc.)
 - k. Agreement or Contract Number (Options: CMAS or Cooperative Agreement, if applicable)
 - l. Completed [name of RFQ] Quote Cost Table provided below the Statement of Work
 - m. Completed [name of RFQ] Unanticipated Task Hourly Rate Table provided below the Statement of Work
 - n. Licensing or Support Coverage Agreement Number (if applicable)
 - o. Warranty Description and Term Dates (if applicable)
 - p. Completed Payee Data Record (<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>)
 - q. Signature of a representative authorized to bind the supplier's company
 - r. Résumé(s) showing the supplier staffs' specific experience and qualifications that meet the Mandatory Staffing Qualifications shown below under "Mandatory Staffing Qualifications" (if applicable)
 - s. Completed and signed Cover Sheet provided below before the Statement of Work
 - t. (Required for suppliers providing services that would result in their participation in activities at FI\$Cal, not for services such as locksmiths or installation services) Prior to commencing work identified in this RFQ, the Contractor, subcontractor, and staff are required to sign:
 - i. Confidentiality and Non-Disclosure Statement
 - ii. Conflict of Interest Certification and Agreement
2. Mandatory Staffing Qualifications (MQ) (Pass/Fail)

All supplier staff must have the following mandatory staffing qualifications (*examples below*):

MQ #1: Minimum of (enter number of years) years of experience working as (enter experience required)

MQ #2: Minimum of (enter number of years) years of experience as a (enter title of classification required)

MQ #3: Minimum of (enter Number of years) years of experience with (enter program, software or system required)
3. Technical (## Points) (*Use for Technical Requirements not related to personal services included in the PO/Contract—examples below*)

TR #1: The time to print the document cannot exceed 30 seconds to be received at the requester's workstation

TR #2: The supplier's system must not interrupt the host's site activities. The supplier's system with the least disruption will receive the most points.

FI\$Cal Request for Quotation # 14-0000 Addendum # 0



Non-IT Services [Competitive] or [SB/DVBE Option] or [CMAS or Cooperative Agreement]

Cover Sheet

The submission of this quote does not obligate FI\$Cal to fund the proposed **PO/Contract**. If the quote is approved for funding, a **PO/Contract** will be executed between the FI\$Cal and the supplier. When funding is authorized, the supplier will be expected to adhere to the terms of the executed contract.

The undersigned supplier hereby proposes to furnish all labor, materials, tools and equipment, to provide services in accordance with the specifications and provisions received with the RFQ.

1. Full Legal Name of Supplier's Organization: _____

2. Mailing Address: _____

Street City State Zip

Telephone FAX Email

3. Federal Taxpayer Identification Number: _____

4. Principal who is authorized to bind the bidder:

Typed Name Title

Original Signature Date

5. Supplier's contact person shall be: _____

Name Phone Number

6. Information for Supplier's Signatory (if different from information in #1 and #4 above) [for STD 213 if awarded](#)

Mailing Address: _____

Street City State Zip

Typed Name Title

Original Signature Date

FI\$Cal Request for Quotation # 14-0000 Addendum # 0



Non-IT Services [Competitive] or [SB/DVBE Option] or [CMAS or Cooperative Agreement]

State of California
FI\$Cal

14-0000
Description of Services

STATEMENT OF WORK

EXHIBIT A

SCOPE OF WORK

(If an LPA is used for the RFQ the following is included in the scope) The Contractor's [Master Services Agreement (MSA) or California Multiple Award Schedules (CMAS)] Number 0-00-00-00 is hereby incorporated and made part of this Contract by reference.

1. Contractor Business Name, hereinafter the Contactor, agrees to provide the following services for insert general description of services services:
 - a. Specific Service
 - b. Specific Service
 - c. Specific Service
2. These services shall be provided to the Financial Information System for California (FI\$Cal) located at 2000 Evergreen Street, Sacramento, CA 95815.
3. These services shall be available enter specifics describing when the services need to be available (i.e., 24 hours per day, seven days per week, 365 days per year).
4. The representatives during the term of this agreement will be:

Functional Managers:

State Agency: FI\$Cal	Contractor:
Name:	Name:
Phone: 916-576-XXXX	Phone: 000-000-0000
Fax: 916-576-XXXX	Fax: 000-000-0000
Email: firstname.lastname@fiscal.ca.gov	Email: firstname.lastname@companyID.com

Contract Managers:

State Agency: FI\$Cal	Contractor:
Section/Unit:	
Attention:	Attention:
Address: 2000 Evergreen Street, Suite 000 Sacramento, CA, 95815	Address: Clty, ST Zip Code
Phone: 916-576-XXXX	Phone: 000-000-0000
Email: firstname.lastname@fiscal.ca.gov	Email: firstname.lastname@companyID.com

FI\$Cal Request for Quotation # 14-0000 Addendum # 0



Non-IT Services [Competitive] or [SB/DVBE Option] or [CMAS or Cooperative Agreement]

5. (Confirm with the Functional Manager whether this requirement is necessary based on the type of services and length of contract) Requirement to Sign a Confidentiality and Non-Disclosure Agreement and Conflict of Interest Certification and Agreement

The Supplier, subcontractor, and staff are required to sign the Confidentiality and Non-Disclosure Agreement, and the Conflict of Interest Certification and Agreement (provided as Exhibits I and II) prior to commencing work identified in this PO/Contract.

6. (Confirm with the Functional Manager whether this requirement is necessary based on the type of services and length of contract) Requirement to File a Statement of Economic Interests

Staff engaged in performing the consulting tasks described in this PO/Contract must complete a Statement of Economic Interests (Form 700), unless otherwise provided by Government Code section 81000 et seq. The completed Form 700 must be submitted prior to beginning work and annually thereafter. The Form 700 is reviewed prior to the Supplier beginning work to determine if there is a conflict of interest. The annual renewal Form 700 must be received before the expiration of the previously submitted Form 700. Noncompliance may be cause for termination of this PO/Contract.

7. (Only include if Requirement to File a Statement of Economic Interests Requirement is included in SOW) Requirement to Complete Ethics Training Certification

Staff engaged in performing the consulting tasks described in this PO/Contract must complete the Ethics Training Course for State Officials, provided on the State of California Office of the Attorney General website at <http://ag.ca.gov/ethics/index.htm>. The certifications for the staff, provided at the end of this training must be submitted to the FI\$Cal's Contract Manager no later than thirty (30) days after work starts on the PO/Contract.

FI\$Cal Request for Quotation # 14-0000 Addendum # 0



Non-IT Services [Competitive] or [SB/DVBE Option] or [CMAS or Cooperative Agreement]

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT: For services satisfactorily rendered, and upon receipt and approval of the invoice, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Itemized invoices shall include the Agreement Number and be submitted, in triplicate, not more frequently than monthly in arrears to:

Financial System for California (FI\$Cal)
Attention: Financial Operations Office
Contract Number: 14-0000
2000 Evergreen Street, Suite 118
Sacramento, CA 95815

2. BUDGET CONTINGENCY CLAUSE: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement except that the State shall compensate Contractor for any authorized services performed in accordance with the terms of this Agreement or cot to the State advising Contractor of termination of this 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 this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount except that such reduced amount shall not apply to those authorized services completed by Contractor prior to the date of the Agreement Amendment.

3. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
4. COST BREAKDOWN: Payment shall be made at the following rates [the example language that follows is found in the User Instructions in an LPA—all LPA procurements User Instructions must be researched to determine if the language here must be included in the contract]and include the Department of General Services Administration Fee of two (2) percent:

Different table may be placed here this is just an example

	<u>FY 2014-2015</u>	<u>FY 2015-2016</u>
Monthly Rate	\$ 000.00	\$ 000.00
DGS Admin Fee 2%	\$ 0.00	\$ 0.00
Monthly Totals	\$ 000.00	\$ 000.00

FI\$Cal Request for Quotation # 14-0000 Addendum # 0



Non-IT Services [Competitive] or [SB/DVBE Option] or [CMAS or Cooperative Agreement]

5. FISCAL YEAR BREAKDOWN:

July 1, 2014 – June 30, 2015	\$0,000.00
July 1, 2015 – June 30, 2016	<u>\$0,000.00</u>
TOTAL	\$0,000.00

FI\$Cal Request for Quotation # 000 Addendum # 0



Non-IT Services [Competitive] or [SB/DVBE Option] or [CMAS or Cooperative Agreement]

Exhibit I



Confidentiality and Non-Disclosure Agreement

1. I will keep all FI\$Cal information, including information concerning the planning, processes, development or procedures of FI\$Cal, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless (1) that person has also signed a Confidentiality and Non-Disclosure Agreement, (2) such disclosure is authorized by the FI\$Cal Director, or (3) such disclosure is between FI\$Cal Steering Committee members and their directorate.
2. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, contractual terms and conditions, concepts, discussions and written or electronic material, unless such information is lawfully obtainable by the general public.
3. I will appropriately store all confidential documents and working papers to protect their confidentiality and ensure they are shredded if no longer needed.
4. I will follow any instructions provided by FI\$Cal relating to the confidentiality of FI\$Cal information.
5. I will notify the FI\$Cal Director or his/her assistant immediately in the event that I either learn or have reason to believe that any person who has access to FI\$Cal confidential information has made or intends to make an unauthorized disclosure of such information.
6. I understand that any unauthorized disclosure I make may be a basis for disciplinary action, civil or criminal penalties, or termination of contract.
7. I understand that if I leave FI\$Cal, I must still keep all FI\$Cal information confidential unless it is publicly available.
8. I understand all confidential information is and shall remain the property of the FI\$Cal.

Signature _____ Date _____

Printed Name _____

Agency/Department/Company _____

Position/Title _____

Telephone _____

E-Mail Address _____

FI\$Cal Request for Quotation # 000 Addendum # 0



Non-IT Services [Competitive] or [SB/DVBE Option] or [CMAS or Cooperative Agreement]



Exhibit II

All FI\$Cal Staff

Conflict of Interest/Incompatible Activities Certification and Agreement

1. I have no actual or potential economic interest incompatible with my involvement in FI\$Cal. Neither my spouse, registered domestic partner, nor dependent child(ren), if any, have an actual or potential economic interest which would be incompatible with my involvement in FI\$Cal. An economic interest may include:
 - direct or indirect investments in a business entity
 - sources of income received in the 12 months preceding a government decision
 - interests in real property
 - paid or unpaid business positions (e.g., officer, director, employee)
 - gifts or gratuities received in the 12 months preceding a government decision
2. I have not entered and will not enter into any arrangement, agreement or understanding with any business entity, individual, or representative thereof, that might benefit from my involvement in FI\$Cal.
3. I will notify my supervisor or State contract manager if there is any change in any of these certifications.
4. I will not accept any gift, benefit, gratuity or consideration, or establish an economic interest with any business entity, individual or representative thereof, that might benefit from my involvement in FI\$Cal.
5. FOR STATE EMPLOYEES ONLY: [Gov. Code § 19990] I will not engage in any employment, activity or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to my duties as a state officer or employee, including, but not limited to:
 - using the prestige or influence of the State for the private gain or advantage of me or another,
 - using State time, facilities, equipment or supplies for private gain or advantage,
 - using or having access to confidential information available by virtue of state employment for private gain or advantage or providing confidential information to persons unauthorized to receive it,
 - receiving or accepting money or any other consideration from anyone other than the State for the performance of my duties as a state officer or employee,
 - performing private activities which may be subject to control, review, inspection, audit or enforcement by me in my job,
 - receiving or accepting, directly or indirectly, any gift, including a service, money, gratuity, favor, entertainment, hospitality, loan or any other thing of value from anyone who is doing or seeking to do business of any kind with FI\$Cal or whose activities are regulated or controlled by FI\$Cal under circumstances from which it reasonably could be substantiated that the gift was intended to influence me in my official duties or reward my official actions, and
 - subject to any other applicable laws, rules or regulations, not devoting my full time, attention and efforts to my state office or employment during my hours of duty.
6. I understand that a violation of these conflict of interest laws and regulations may result in criminal charges, fines and penalties, and/or disciplinary action up to and including termination.

Mark one: Contractor Staff State Staff

Signature _____ Date _____

Printed Name _____

Agency/Department/Company _____

Position/Title _____ Telephone _____

E-Mail _____

Request for Quotation # 000 Addendum # 0

IT Services [Competitive] or [SB/DVBE Option]

NOTES: Instructions for using this template are provided in blue Times New Roman font and describe general information for completing this Request for Quotation (RFQ). Delete template instructions upon completion of the RFQ.

Sample language is identified in red Arial font. This language provides suggestions for completing specific sections. All red text should be replaced with procurement-specific information and the font color replaced with black text.

Hyperlinks are annotated in purple underlined Arial text and can be accessed by following the on-screen instructions.

USE ONLY FOR INFORMAL SERVICES UP TO THE DELEGATED PURCHASING AUTHORITY LIMIT

For **IT Services less than \$5K** this written quote template is used, however phone quotes with fair and reasonable determinations for price reasonableness may be used in place of this template.

For **IT Services** competitive up to \$1M and SB/DVBE Option Orders \$5K up to \$249,999.99 and IT CMAS \$5K up to \$500K.

For **IT Services** over \$100K—Not for SB/DVBE Option, CMAS and Cooperative Agreements) must be advertised in the California State Contracts Register (CSCR).

For **IT Services** over \$100K—Not for SB/DVBE and LPAs) must include protest language and 5-day intent to award language in SCM Vol 3 Chapter 4 Section 4.D5.3 and 4. Please contact the Vendor Management Office – Procurements Section for assistance at VendorMgmt@fiscal.ca.gov.

Today's Date: Month Day, Year

Instructions to supplier: Please review this Request for Quotation (RFQ) for **Information Technology (IT) Services** and if interested in responding, **submit a quote by email (for quotes under \$100K) or submit a quote in a sealed envelope with the name of the Supplier and the RFQ number on the outside of the sealed package (for quotes \$100K to \$1M)** to the Financial Information Systems for California (FI\$Cal) Project Vendor Management Office (VMO) – Procurement Section Contact listed below. Facsimile machine (fax) quotes will not be accepted. In submitting a quote, you must comply with the instructions found herein. The purpose of this RFQ for IT Services is to provide FI\$Cal with **[Insert type of service]**. The services required are delineated in the Statement of Work.

Action Items and Dates	
Release of RFQ	Monday Day, Year (4-digit)
Submission of Written Questions	Monday Day, Year (4-digit), 10:00 AM Pacific Time
FI\$Cal's Response to Written Questions	Monday Day, Year (4-digit)
Submission of Quote	Monday Day, Year (4-digit), 10:00 AM Pacific Time
(For IT Services over \$100K) Intent to Award PO/Contract	Monday Day, Year (4-digit)
Contract Award	Monday Day, Year (4-digit) (At least 5 days from Intent to Award PO/Contract if for IT Services over \$100K)

All dates after the Submission of Quote (date and time) are approximate and may be changed if needed to allow the State additional time for evaluation and contract execution.

FI\$Cal Project VMO – Procurement Section Contact
Enter Procurement Analyst's Name
Phone: (916) 576-XXXX
Email: firstname.lastname@fiscal.ca.gov
Address: 2000 Evergreen Drive, Suite 116 Sacramento, CA 95815

General Information

Request for Quotation # 000 Addendum # 0

IT Services [Competitive] or [SB/DVBE Option]

1. Questions for this RFQ must be emailed to the Procurement Contact shown above and by the Due Date in the Action Items and Dates table. No telephone responses are allowed. The State may seek clarification for any question received. Questions not submitted in writing by the Due Date in the Action Items and Dates table shall be answered at the State's option.
2. (This may be stated in the SOW budgeted amount also) The total quote amount may not exceed \$00.00.
3. Award of PO/Contract, if made, will be in accordance with the RFQ information to a responsive supplier quote that complies with all the requirements of the RFQ documents and any addenda thereto, except for such immaterial defects as waived by FI\$Cal. Award, if made, will be made within 45 days after the scheduled date for PO/Contract Award as specified in the RFQ; however a supplier may extend the quote term beyond 45 days in the event of a delay of PO/Contract Award.
4. FI\$Cal reserves the right to determine the successful quote(s) either on the basis of individual items or on the basis of all items included in its RFQ, unless otherwise expressly provided in FI\$Cal's RFQ. Unless the supplier specifies otherwise in its quote, FI\$Cal may accept any item or groups of items of any quote. FI\$Cal reserves the right to modify or cancel in whole or in part its RFQ at any time.
5. (If anticipating responses from both large and SB/DVBEs—does not include SB/DVBE Option and CMAS and Cooperative Agreements) Suppliers who request and qualify as a California-certified small business will be given a five (5) percent preference for quote evaluation purposes only.

In addition, a five (5) percent bid preference is available to a non-small business claiming 25 percent California certified small business subcontractor participation. Suppliers claiming this preference must be certified by California as a small business or must commit to subcontract at least 25 percent of the net bid price with one or more California certified small businesses.

Small Business Nonprofit Veteran Services Agencies (SB/NVSA) prime Suppliers 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 (5) percent small business preference.

Suppliers desiring to claim this preference in Small Business Preference Statement(s) required in Administrative Requirements "1d".

6. (For IT Services over \$100K—Not for SB/DVBE Option, CMAS and Cooperative Agreements) Written notification of FI\$Cal's intent to award will be made to all suppliers that submitted a quote. If a supplier, having submitted a quote, can show that its quote, instead of the quote selected by FI\$Cal, should be selected for PO/Contract Award, the supplier will allow five (5) working days to submit a protest to the Intent to Award, according to the instructions contained in the paragraphs for protests below.
7. (For IT Services over \$100K—Not for SB/DVBE Option, CMAS and Cooperative Agreements) For protests, any supplier that provided a quote having issues regarding the RFQ requirements must resolve these issues (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 FI\$Cal or if they result in a protest FI\$Cal will submit to the DGS Procurement Division Deputy Director to be heard and resolve issues and whose decision will be final.

If a supplier that provided a quote believes it to be totally responsive to the requirements of the RFQ and to be the quote that should have been selected according to the evaluation procedure in the RFQ and the supplier believes FI\$Cal has incorrectly selected another quote for award, the supplier may submit a protest of the selection as described below. Protests regarding selection of the "successful supplier" will be heard and resolved by the Victim Compensation and Government Claims Board (VCGCB) whose decision will be final.

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

Deputy Director
Procurement Division
707 Third Street, Second Floor South
West Sacramento, CA 95605

All protests to the RFQ or protests concerning the evaluation, recommendation, or other aspects of the selection process must be received by the Deputy Director of the Procurement Division as promptly as possible, but not later than the date

indicated as the scheduled intent to award date. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of delivery.

8. The RFQ and the supplier's quote response will be made part of the contract.

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9. (For IT Services—including SB/DVBE Option and Cooperative Agreements)The Information Technology (IT) General Provisions for IT services (GSPD-401IT, revised and effective 11/27/2013) published at http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT13_1127.pdf are hereby incorporated and made part of this Purchase Order (PO)/Contract by reference. **No other terms, conditions, policies or general provisions from the supplier are applicable or operative. A quote that includes a supplier’s policy, terms and/or conditions may be rejected.**

(For IT CMAS Services—Not IT-Consulting Services)The the terms and conditions for IT CMAS services (GSPD-401IT-CMAS General Provisions – Information Technology effective 8/1/2010) published at <http://www.documents.dgs.ca.gov/pd/ctmas/MASTCIT8-10.pdf> and the Supplier’s Information Technology CMAS Agreement are hereby incorporated and made part of this Purchase Order (PO)/Contract by reference. **No other terms, conditions, policies or general provisions from the supplier are applicable or operative. A quote that includes a supplier’s policy, terms and/or conditions may be rejected.**

10. (For IT Services over \$5K—Not for SB/DVBE Option and CMAS Cooperative Agreements)It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

Evaluation and Scoring Criteria

1. EVALUATION

The RFQ may be evaluated based on lowest cost or value effective methodology as outlined below. If lowest cost is chosen, remove paragraph b below to delete references to scoring.

- a. (RFQ award based on lowest net cost quote for IT Services and the SB/DVBE Option)Award of Purchase Order (PO)/Contract will be made to the supplier that meets all of the Administrative Requirements and Mandatory Staffing Qualifications and provides the lowest net cost quote.
- b. (RFQ award based on highest total score for IT Services—Not for SB/DVBE Option)Award of Purchase Order (PO)/Contract will be made to the supplier that meets all of the Administrative Requirements and Mandatory Staffing Qualifications and has the highest total score.

Evaluation Criteria	Possible Points
Administrative Requirements	Pass/Fail
Mandatory Staffing Qualifications	Pass/Fail
Technical	50 points
Cost	50 Points

Requirements and Qualifications

- 1. Administrative Requirements (Pass/Fail)
 - a. Reference the RFQ Number—RFQ# 000
 - b. Quote Date (The date the quote is submitted)
 - c. Small Business Preference Statement(s)
 - i. Supplier statement that the small business preference is being claimed
 - ii. Supplier statement that the small business preference is being claimed if supplier is a manufacturer
 - iii. Supplier statement claiming at least 25% non-small business subcontractor preference
 - d. If small business preference is claimed, a Bidder Declaration (GSPD-05-105) at <http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf> must be completed and attached
 - e. California Disable Veteran Business Enterprise Program Requirement Packet <http://documents.dgs.ca.gov/pd/delegations/DVBEPckt2.doc> must be completed and attached
 - f. California Certified Small Business/Disabled Veteran Business Enterprise Certification Number (if applicable)
 - g. (For work in areas not to be performed at the FI\$Cal Project worksite)Target Area Contract Preference Act (TACPA) Preference will be granted to California-based Suppliers in accordance with California Government Code Section 4530 whenever contracts for goods or services are in excess of \$100,000 and the Suppliers meet certain requirements as defined in the California Administrative Code (Title 2, Section 1896 et seq.) regarding labor needed to provide the services being procured. Suppliers’ questions regarding this preference are to be directed to:

Department of General Services
Office of Small Business and DVBE Services
707 3rd Street, 1st Floor, Room 400
West Sacramento, CA 95605

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Telephone: (916) 375-4940

Suppliers desiring to claim this preference must request this preference by submitting the appropriate form located at <http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf> with their quote.

- h. Supplier name, address, phone and fax numbers, and supplier representative name & email address
 - i. Supplier's Quote Reference Number
 - j. Quote term (for example, "Quote is good for 45 days", etc.)
 - k. Agreement or Contract Number (Options: CMAS or Cooperative Agreement, if applicable)
 - l. Completed [name of RFQ] Quote Cost Table provided below the Statement of Work
 - m. Completed [name of RFQ] Unanticipated Task Hourly Rate Table provided below the Statement of Work
 - n. Licensing or Support Coverage Agreement Number (if applicable)
 - o. Warranty Description and Term Dates (if applicable)
 - p. Completed Payee Data Record (<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>)
 - q. Signature of a representative authorized to bind the supplier's company
 - r. Résumé(s) showing the supplier staffs' specific experience and qualifications that meet the Mandatory Staffing Qualifications shown below under "Mandatory Staffing Qualifications" (if applicable)
 - s. Signed and dated Confidentiality Statement attached
 - t. Completed and signed Cover Sheet provided below before the Statement of Work
2. Mandatory Staffing Qualifications (MQ) (Pass/Fail)
- All supplier staff must have the following mandatory staffing qualifications (*examples below*):
- MQ #1: Minimum of (enter number of years) years of experience working as (enter experience required)
 - MQ #2: Minimum of (enter number of years) years of experience as a (enter title of classification required)
 - MQ #3: Minimum of (enter Number of years) years of experience with (enter program, software or system required)
3. Technical (## Points) (*Use for Technical Requirements not related to personal services included in the PO/Contract—examples below*)
- TR #1: The time to print the document cannot exceed 30 seconds to be received at the requester's workstation
 - TR #2: The supplier's system must not interrupt the host's site activities. The supplier's system with the least disruption will receive the most points.

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STATEMENT OF WORK

Supplier's Name

(IT-MSA/CMAS or other LPA if applicable) #X-XX-XX-XXX

XXXXX Services

Financial Information System for California (FI\$Cal)

This Statement of Work (SOW) reflects the services to be provided by <Supplier name>, hereinafter referred to as the "Supplier," for the Financial Information System for California (FI\$Cal) project, and hereinafter referred to as "FI\$Cal" or "Project". The Request for Quote (RFQ) and the Supplier's quote in response to RFQ 14-XXXX is hereby incorporated by reference and made part of this PO/Contract as if attached hereto.

(For IT Services including SB/DVBE Option and Cooperative Agreements) The Information Technology (IT) General Provisions for IT services (GSPD-401IT, revised and effective 11/27/2013) published at http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT13_1127.pdf are hereby incorporated and made part of this Purchase Order (PO)/Contract by reference.

(For IT CMAS Services—Not IT-Consulting Services) The the terms and conditions for IT CMAS services (GSPD-401IT-CMAS General Provisions – Information Technology effective 8/1/2010) published at <http://www.documents.dgs.ca.gov/pd/cmas/MASTCIT8-10.pdf> and the Supplier's Information Technology CMAS Agreement are hereby incorporated and made part of this Purchase Order (PO)/Contract by reference.

1. Scope and Description

(Provide narrative of the scope and the description of the work to be completed in the PO/Contract)

2. Term

The term of this PO/Contract is from the date the PO/Contract is effective Month Day, 4-digit Year through [Insert date in Month Day, 4-digit Year format].

The Supplier shall not be authorized to deliver or commence performance of services as described in the SOW until written approval has been obtained from all entities. Any delivery or performance of service commenced prior to the Supplier obtaining all written approvals shall be considered voluntary on the part of the Supplier.

If identified tasks and/or deliverables in the executed PO/Contract are not completed within the period of performance, and unspent funds remain in the PO/Contract, the Project may extend the term of the PO/Contract by a maximum of 12 months, to complete identified tasks and/or deliverables, at the originally agreed-upon hourly rates, ensuring that total PO/Contract costs are not exceeded.

3. Cost

The total cost of this PO/Contract is not to exceed \$###,### (Insert the total cost amount from the winning quote).

4. Supplier Tasks and Responsibilities

The State requires that all tasks be completed and delivered to the State on or before the due date. All deliverables, standards, processes, plans and applicable reference materials must be available to the State upon request. The Project reserves the right to request an in-depth written and/or oral presentation of findings and/or recommendations put forth by the Supplier.

The Supplier is **required** to provide and maintain the requisite experienced staff on the Project at all times during the term of the PO/Contract.

5. Tasks and Deliverables

The following table describes the Tasks and Deliverables required under the terms of this PO/Contract. Payments will be made on a Fixed Priced Deliverable and/or Time and Materials basis.

6. Unanticipated Tasks

The PO/Contract value will include ten percent of the total PO/Contract amount for unanticipated tasks.

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These funds may be used at the State's discretion. Unanticipated tasks are exercised as needed and shall be optional throughout the term of this PO/Contract. Work for unanticipated tasks will be assigned and agreed to in writing by the supplier and the State via a Work Authorization before the work may commence. The rates for unanticipated tasks must not exceed the hourly rates established for the unanticipated tasks in this PO/Contract and the total expenditures for unanticipated tasks shall not exceed the total amount set aside for unanticipated tasks as established in the Supplier's Quote Cost Table.

7. Supplier Staff

7.1 Reassignment of Supplier Staff

The Supplier shall not reassign personnel assigned to the executed PO/Contract during the term of the PO/Contract without prior written approval of the Project. If a Supplier's staff becomes unable to perform duties due to illness, resignation, or other factors beyond the Supplier's control, the Supplier shall make every reasonable effort to provide a suitable substitute.

All replacement staff shall meet the Mandatory Staffing Qualifications listed in RFQ# 000. The Supplier has a minimum of five State business days to submit:

- Additional/Substitute Staff Request Form (to be provided by the Project)
- Résumé(s) for the replacement(s)

The submission is reviewed by the Project's Contract Manager, to ensure replacement staff meet or exceed the Mandatory Staffing Qualifications in RFQ# 000. The State Functional Manager (FM) will review the forms received, may interview the replacement staff, and if their substitution is approved, will sign the Additional/Substitute Staff Request Form. The Project's Contract Manager will return the form to the Supplier as formal approval. Upon notification from the Project's Contract Manager and receipt of the approved Additional/Substitute Staff Request Form, the replacement staff may begin work.

Replacement staff shall not automatically receive the hourly rate of the individual or classification being replaced. The Project and the Supplier shall negotiate the hourly rate of any replacement staff to the PO/Contract. The hourly rate negotiated shall be dependent, in part, upon the experience and individual skills of the replacement. The negotiated rate must not exceed the classification hourly rate stated in the PO/Contract for the individual being replaced.

7.2 Additional Supplier Staff

The Supplier may assign additional staff to the PO/Contract with mutual agreement between the Supplier and the State, if not prohibited by other PO/Contract documents. Additional staff must meet all Mandatory Staffing Qualifications required for each of the Supplier staff classifications and be assigned to pre-existing work identified within the scope of this PO/Contract. The Supplier shall submit:

- Additional/Substitute Staff Request Form (to be provided by the Project)
- Résumé(s) for the replacement(s)

The submission is reviewed by the Project's Contract Manager to ensure additional staff meets the Mandatory Staffing Qualifications in RFQ# 000. The Project's Contract Manager will review the forms received, may interview the additional staff, and if their addition is approved, will sign the Additional/Substitute Staff Request Form. The Project's Contract Manager will return the form to the Supplier as formal approval. Upon notification from the Project's Contract Manager and receipt of the approved Additional/Substitute Staff Request Form, the additional staff may begin work.

The cost of additional staff must not exceed the maximum amount allotted for this PO/Contract.

7.3 Requirement to Sign a Confidentiality and Non-Disclosure Agreement and Conflict of Interest Certification and Agreement

The Supplier, subcontractor, and staff are required to sign the Confidentiality and Non-Disclosure Agreement, and the Conflict of Interest Certification and Agreement (provided as Exhibits I and II) prior to commencing work identified in this PO/Contract.

7.4 (Confirm with Project Legal Counsel whether this requirement is necessary based on the type of services and length of contract) Requirement to File a Statement of Economic Interests

Staff engaged in performing the consulting tasks described in this PO/Contract must complete a Statement of Economic Interests (Form 700), unless otherwise provided by Government Code section 81000 et seq. The completed Form 700 must be submitted prior to beginning work and annually thereafter. The Form 700 is reviewed prior to the Supplier beginning work to determine if there is a conflict of interest. The annual renewal Form 700 must be received before the expiration of the previously submitted Form 700. Noncompliance may be cause for termination of this PO/Contract.

7.5 (Only include Requirement to File a Statement of Economic Interests Requirement is included in SOW) Requirement to

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Complete Ethics Training Certification

Staff engaged in performing the consulting tasks described in this PO/Contract must complete the Ethics Training Course for State Officials, provided on the State of California Office of the Attorney General website at <http://ag.ca.gov/ethics/index.htm>. The certifications for the staff, provided at the end of this training must be submitted to the Project's Contract Manager no later than thirty (30) days after work starts on the PO/Contract.

8. Document Format

Unless explicitly stated otherwise in this SOW, all tasks/reports must be provided in a format compatible with the Project's standard applications (i.e., MS Office) at the time of PO/Contract award. For all tasks/reports identified in the table above, the format and content must be pre-approved by the State.

Electronic versions must be stored in a Project-designated central repository and remain the sole property of the Project. The delivery media must be compatible with the Project storage devices.

9. Tasks/Deliverables Review and Acceptance Criteria

It shall be the State's sole determination as to whether a task/deliverable has been successfully completed and is acceptable to the State.

9.1 Tasks/Deliverables Process

- One hard copy and one soft copy of each task/deliverable shall be delivered to the Project's Contract Manager with the associated DED by the agreed upon date for review. This procedure may change with the full implementation of the Project's electronic document management application.
- Unless agreed otherwise, the Project Contract Manager's review time of the task/deliverable shall not be more than five State business days. The Project's Contract Manager, in agreement with the Supplier, may establish a longer period for review in consideration of the scope of the task/deliverable.
- Should revisions to the document be requested, the Supplier will receive written notice from the Project's Contract Manager. The Supplier will review responses, make appropriate adjustments and resubmit the task/deliverable to the Project's Contract Manager for acceptance within five State business days of receiving revisions.
- The Project's Contract Manager, at his/her discretion, may allow a period longer than the five State business days considering the scope of changes.
- Unless otherwise agreed upon, the Project Contract Manager's review time after receipt of the revised task/deliverable shall not be more than five State business days.
- The Supplier shall not change a task/deliverable that has been accepted by the Project's Contract Manager without the Project Contract Manager's approval.

9.2 Tasks/Deliverables Acceptance

The Project Contract Manager's acceptance of tasks/deliverables shall be based upon the following:

- Task/Deliverable documents must be comprehensive in level of detail and quality, which the Project's Contract Manager has established and requires of this PO/Contract.
- Task/Deliverable documents must be organized in a structured manner and be professional in presentation.
- Task/Deliverable documents must be consistent throughout in style and quality. If the document is the composite effort of two or more people within the project, the document must be edited for style and consistency.
- Final tasks/deliverables that meet contractual requirements are approved by the Project's Contract Manager.

10. Tasks/Deliverables Not Meeting Requirements

Should the work performed or work product produced by the Supplier fail to meet the minimum State conditions, requirements, or other applicable standards, specifications, or guidelines, the following resolution process is employed, except as superseded by other binding processes. Tasks/Deliverables that do not meet contractual requirements are returned to the Supplier as incomplete.

- The Project's Contract Manager shall notify the Supplier in writing, within five State business days after receipt of each task/deliverable or after completion of each phase of service, of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Supplier.
- The Supplier shall, within five State business days after initial problem notification, respond to the Project's Contract Manager by submitting a detailed explanation describing precisely how the identified services and/or products actually

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adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Supplier to respond to the Project Contract Manager's initial problem notification within the required time limits may result in immediate PO/Contract termination. In the event of such termination, the State shall pay all amounts due to the Supplier at the Project Director's direction for all work accepted and approved prior to termination.

- The Project's Contract Manager shall, within five State business days after receipt of the Supplier's detailed explanation and/or proposed corrective action plan, notify the Supplier in writing whether they accept or reject the explanation and/or plan. If the Project's Contract Manager rejects the explanation and/or plan, the Supplier will submit a revised corrective action plan within three State business days of notification of rejection. Failure by the Supplier to respond to the Project Contract Manager's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate PO/Contract termination. In the event of such termination, the State shall pay all amounts due to the Supplier at the Project Director's direction for all work accepted and approved prior to termination.
- The Project's Contract Manager shall, within five State business days of receipt of the revised corrective action plan, notify the Supplier in writing whether the revised corrective action plan proposed by the Supplier is accepted or rejected. Rejection of the revised corrective action plan may result in immediate PO/Contract termination. In the event of such termination, the State shall pay all amounts due to the Supplier at the Project Director's direction for all work accepted prior to termination.

11. Problem Escalation

Problems or issues shall normally be reported in regular status reports or in-person meetings. The parties acknowledge and agree that certain problems or issues may arise that cannot be solved at the lowest level and therefore justify escalated reporting. To this extent, the Supplier's Contract Manager shall notify the Project personnel at the first level. The first level Project personnel will review the problem or issue to determine if it may be resolved or needs to be escalated to the second level. If required, the second level Project personnel will review and resolve the problem or issue, or escalate to the third level for review and resolution. The Project personnel include, but are not limited to, the following:

- First level – FI\$Cal Project Contract Manager
- Second level – Chief of Vendor Accountability, VMO or Chief of Business Services Office
- Third level – Project Director

12. Payment

The Supplier may invoice the State for payment of Fixed Priced Deliverables and for Time and Materials upon approval and acceptance by the State.

- The Project's Contract Manager must pre-approve materials used and their itemized cost.
- The Supplier may invoice the State for periodic Status Reports in the month following delivery and acceptance at the pro-rata cost for that status report.
- The State's payment for a Fixed Priced Deliverable will not exceed the Supplier's amount for the Fixed Priced Deliverable.

All invoices for Fixed Priced Deliverables and Time and Materials will be subject to a 10 percent withhold. The Supplier may invoice the State for the 10 percent withhold at the completion and State approval of all tasks/deliverables outlined in this PO/Contract. Invoices shall include the following:

- PO/Contract Number—[14-XXXX]
- Description of approved work performed
- Name of the Supplier staff person who performed the described work
- Number of approved hours expended by the Supplier staff for each description, cost per hour worked and copies of timesheets.
- Cost of each approved material supplied, if applicable
- Name of the approved task/deliverable completed by the Supplier and accepted by the State
- Cost of each approved deliverable provided
- Total cost, including the ten percent withhold as a line item

Invoices must be submitted not more frequently than monthly in arrears to:

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Contract Number: [14-XXXX]
Financial Operations Office
2000 Evergreen Street, Suite 118
Sacramento, CA 95815

13. Prompt Payment Act

Payment for services performed under this Agreement shall be made within 45 days from receipt of an undisputed invoice in accordance with the State of California's Prompt Payment Act (Government Code §927 et seq.).

14. Points Of Contact

Supplier Contact:

Name, Title:
Address:
Phone Number:
Fax Number:
E-mail Address:

Project's Contract Manager:

Name: First Name Last Name
Address: FI\$Cal, Vendor Accountability Unit or FI\$Cal, Business Services Office
2000 Evergreen Street, Suite 116 or Suite 120
Sacramento, CA 95815
Phone Number: (916) 576-XXXX
Fax Number: (916) 576-1803
E-mail Address: firstname.lastname@fiscal.ca.gov

15. State Responsibilities

The State agrees to:

- Make available to the Supplier, staff knowledgeable in IT program areas
- Make available to the Supplier, staff knowledgeable in business program areas
- Make available to the Supplier, staff authorized to make decisions on behalf of the Project
- Provide access to State documents, teams, and subject matter experts
- Provide office space for the duration of the PO/Contract, including desk, chair, telephone, personal computer, printer access, Internet connection, and a facility to conduct any necessary meetings

The Project's Contract Manager is the contact for all Supplier communications and has the authority to act on all aspects of the services. This person will review the PO/Contract and associated documents with the Supplier to ensure understanding of the responsibilities of both parties.

The Project's Contract Manager oversees the Supplier's work on a day to day basis to ensure the tasks and deliverables of the PO/Contract are completed according to PO/Contract requirements.

16. Supplier Responsibilities

- The Supplier shall designate a contact to whom all project communications are addressed and who has the authority to act on all aspects of the services. This person will review the PO/Contract and associated PO/Contract documents with the Project's Contract Manager to ensure understanding of the responsibilities of both parties.
- The Supplier shall comply with all applicable Project policies and procedures.
- The Supplier shall retain independence and avoid undue influence by any internal or external entity while advising the Project staff.
- Prior to termination of the PO/Contract, the Supplier shall return all Project property, including security badges.
- The Supplier should expect to provide draft results and to incorporate, as appropriate, comments provided by the Project's Contract Manager. The Supplier should expect to conduct walkthroughs to discuss preliminary and draft results of their

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work.

17. Subcontractors

The Supplier may, with the approval of the Project Director, enter into subcontracts with third parties for the performance of any part of the Supplier's duties and obligations. Any such Project approval may be rescinded for reasonable cause. The Supplier is responsible and liable for the proper performance of, and the quality of any work performed by any and all subcontractors. The Project reserves the right to reject or refuse admission to any subcontractor personnel whose workmanship, in the reasonable judgment of the Project, is deemed to be substandard. In no event shall the existence of a subcontract operate to release or reduce the liability of the Supplier to the Project for any breach in performance of the Supplier's duties.

The Supplier warrants and agrees that any subcontract resulting from its performance under the terms and conditions of the PO/Contract and associated [Non-IT/IT- CMAS] shall include a provision that the subcontractor shall abide by the terms and conditions of the PO/Contract and associated [Non-IT/IT- CMAS], as well as all other applicable federal and state laws, rules, and regulations pertinent hereto that have been or may hereafter be established. Also, the Supplier warrants and agrees that all subcontracts shall include a provision that the subcontractor shall indemnify and hold harmless the Project to the same extent as provided in the [Non-IT/IT- CMAS]. Any agreement between the Supplier and its subcontractors shall require the subcontractors to adhere to the same performance standards and other standards required of the Supplier.

The Supplier shall not change subcontracted companies if such change conflicts with the work to be performed under the PO/Contract. The Project recognizes that changes to Subcontractor(s) may be necessary and in the best interest of the Project; however, advance notification of a contemplated change and the reasons for such change shall be made to the Project no less than ten (10) State business days prior to the existing Subcontractor's termination. If this should occur, the Supplier will be required to submit a revised GSPD 05-105 published at <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf> and should be aware that the Project's Contract Manager shall approve any changes to the Subcontractor(s) in writing prior to the termination of the existing Subcontractor(s) and hire of the new subcontractor(s). This also includes any changes made between submittal of the quote and actual start of the PO/Contract.

18. Travel

Travel expenses are not reimbursable under this PO/Contract.

(If travel is allowed use the following language here. Work with the VMO to determine what types of travel the Project is willing to reimburse [i.e., mileage, hotel, per diem, etc.])

Travel must be authorized by FI\$Cal prior to the date the travel is to take place. The Supplier shall submit copies of the Travel Expense Claims and Travel Expense Receipts, reimbursed to their personnel when invoicing for travel required in this PO/Contract. Travel detail shall be included in the invoices separate from other expenses. The Supplier's personnel are eligible for long-term travel per diem and short-term travel allowances. Reimbursement for mileage, lodging, per diem, and conferences shall be in accordance with the provisions of the Department of Personnel Administration (DPA), Regulation 599.619 as it applies to "excluded" employees and limited to actual costs incurred. Reimbursement for transportation by privately owned automobile shall be in accordance with DPA Regulation 599.631 as it applies to "excluded" employees.

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[Name of RFQ] Quote Cost Table

Insert table here

[Name of RFQ] Unanticipated Task Hourly Rate Table

Insert table here

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Exhibit I



Confidentiality and Non-Disclosure Agreement

1. I will keep all project information, including information concerning the planning, processes, development or procedures of the Project, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless (1) that person has also signed a Confidentiality and Non-Disclosure Agreement, (2) such disclosure is authorized by the Project Director, or (3) such disclosure is between FI\$Cal Steering Committee members and their directorate.
2. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, contractual terms and conditions, concepts, discussions and written or electronic material, unless such information is lawfully obtainable by the general public.
3. I will appropriately store all confidential documents and working papers to protect their confidentiality and ensure they are shredded if no longer needed.
4. I will follow any instructions provided by the Project relating to the confidentiality of Project information.
5. I will notify the Project Director or his/her assistant immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has made or intends to make an unauthorized disclosure of such information.
6. I understand that any unauthorized disclosure I make may be a basis for disciplinary action, civil or criminal penalties, or termination of contract.
7. I understand that if I leave this Project, I must still keep all Project information confidential unless it is publicly available.
8. I understand all confidential information is and shall remain the property of the FI\$Cal Project.

Signature _____ Date _____

Printed Name _____

Agency/Department/Company _____

Position/Title _____

Telephone _____

E-Mail Address _____

Request for Quotation # 000 Addendum # 0

IT Services [Competitive] or [SB/DVBE Option]

Exhibit II

All FI\$Cal Staff

Conflict of Interest/Incompatible Activities Certification and Agreement

1. I have no actual or potential economic interest incompatible with my involvement in FI\$Cal. Neither my spouse, registered domestic partner, nor dependent child(ren), if any, have an actual or potential economic interest which would be incompatible with my involvement in FI\$Cal. An economic interest may include:
 - direct or indirect investments in a business entity
 - sources of income received in the 12 months preceding a government decision
 - interests in real property
 - paid or unpaid business positions (e.g., officer, director, employee)
 - gifts or gratuities received in the 12 months preceding a government decision
2. I have not entered and will not enter into any arrangement, agreement or understanding with any business entity, individual, or representative thereof, that might benefit from my involvement in FI\$Cal.
3. I will notify my supervisor if there is any change in any of these certifications.
4. I will not accept any gift, benefit, gratuity or consideration, or establish an economic interest with any business entity, individual or representative thereof, that might benefit from my involvement in FI\$Cal.
5. FOR STATE EMPLOYEES ONLY: [Gov. Code § 19990] I will not engage in any employment, activity or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to my duties as a state officer or employee, including, but not limited to:
 - using the prestige or influence of the State for the private gain or advantage of me or another,
 - using State time, facilities, equipment or supplies for private gain or advantage,
 - using or having access to confidential information available by virtue of state employment for private gain or advantage or providing confidential information to persons unauthorized to receive it,
 - receiving or accepting money or any other consideration from anyone other than the State for the performance of my duties as a state officer or employee,
 - performing private activities which may be subject to control, review, inspection, audit or enforcement by me in my job,
 - receiving or accepting, directly or indirectly, any gift, including a service, money, gratuity, favor, entertainment, hospitality, loan or any other thing of value from anyone who is doing or seeking to do business of any kind with FI\$Cal or whose activities are regulated or controlled by FI\$Cal under circumstances from which it reasonably could be substantiated that the gift was intended to influence me in my official duties or reward my official actions, and
 - subject to any other applicable laws, rules or regulations, not devoting my full time, attention and efforts to my state office or employment during my hours of duty.
6. I understand that a violation of these conflict of interest laws and regulations may result in criminal charges, fines and penalties, and/or disciplinary action up to and including termination.

Mark one: Contractor Staff State Staff

Signature _____ Date _____

Printed Name _____

Agency/Department/Company _____

Position/Title _____ Telephone _____

E-Mail _____

APPENDIX L – INVITATION FOR BID/REQUEST FOR PROPOSAL TEMPLATE

See next page.

The information that follows is intended to represent a model Invitation for Bid (IFB) and Request for Proposal (IFB/RFP) document for use in acquiring information technology (IT) equipment, software and services, as applicable. Generally, the IFB document is used when it is known exactly what goods are needed to meet the needs of the Project and thus requests a "bid". IFB's for goods may be evaluated on lowest cost. An RFP is used when the Project only knows what solution is expected and asks suppliers to "propose" solutions that meet their needs. RFP's generally include integrated system solutions with hardware and software, including services and must be evaluated on a value effective methodology. Standard and suggested language is in normal type. Instructional or notational information is in red and/or in brackets and must be deleted when tailoring the document for a specific acquisition.

This model is set up for proposals that are awarded based on methodology(s) **other** than cost alone (point award).

IMPORTANT NOTICE TO ALL BIDDERS

Financial Information System for California Project

[Title of IFB/RFP]

Invitation for Bid/Request for Proposal [Enter number]

This solicitation is being conducted under Public Contract Code § 12125, et seq., the Alternative Protest Process.

Submission of a Bid constitutes consent of the Bidder for participation in the Alternative Protest Process.

Any protests filed in relation to the proposed contract award shall be conducted under the procedures in this document for the Alternative Protest Process.

Any Bidder wishing to protest the proposed award of this solicitation must submit a written Notice of Intent to Protest (facsimile acceptable) to the Alternative Protest Process Coordinator before the close of business on the last day of the protest period, which will be established in the Notice of Intent to Award. Failure to submit a timely, written Notice of Intent to Protest waives the Bidder's right to protest.

Alternative Protest Process Coordinator/Dispute Resolution
Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Voice: 916 / 375-4587
Fax: 916 / 375-4611

INVITATION FOR BID/REQUEST FOR PROPOSAL

[Title of IFB/RFP]



**IFB/RFP [Enter number]
[Addendum #]**

**Department of General Services
Procurement Division
707 3rd Street, 2nd Floor
West Sacramento, California 95605**

[Date]

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I. INTRODUCTION AND OVERVIEW OF REQUIREMENTS

I.1. PURPOSE OF THIS INVITATION FOR BID/REQUEST FOR PROPOSAL (IFB/RFP)

[Begin narrative.]

I.1.A Overview of the FI\$Cal Project

[Update this section at time of IFB/RFP development.] The FI\$Cal Project is a major effort to modernize and reengineer the financial business operations of California on an enterprise-wide basis. It is a business transformation project for state government and will prepare the State systems and workforce to function in an integrated financial management environment through the implementation of ERP software. The Project is a partnership of the Department of Finance (Finance), State Controller's Office (SCO), State Treasurer's Office (STO), and Department of General Services (DGS), collectively called the Partner Agencies. Bidders may visit the FI\$Cal website at www.fiscal.ca.gov for information about the FI\$Cal Project. All information found on the FI\$Cal website is for informational purposes only and is not intended to be made part of this solicitation.

The System Integrator (SI) contract was awarded to Accenture, LLP in June 2012. Accenture proposed Oracle's PeopleSoft ERP software to meet the system requirements. The implementation timeframe includes statewide functionality deployment over four waves spanning approximately 4.5 years. The FI\$Cal business solution consists of configurable components that will be united on a common Oracle platform and will provide a flexible, scalable solution to meet FI\$Cal's business requirements. Accenture's solution includes the following Oracle applications to address the core capabilities defined in the system requirements matrix. See the Bidder Library to review the entire bid package that includes the full list of software.

- **Oracle PeopleSoft Financials and Supply Chain Management** cover a broad array of functionality currently in the accounting and procurement categories of the requirements matrix
- **Oracle's Hyperion** software is proposed to meet planning and budgeting requirements
- **Oracle's Business Intelligence** product for business intelligence and analytics requirements
- **Oracle Governance Risk and Compliance (GRC)** for access control and claims audit requirements
- **Other Oracle applications such as:**
 - **Oracle Crystal Ball** for cash forecasting requirements
 - **Oracle Document Capture** for scanning and imaging of claims
 - **Oracle Primavera** for enhanced project management and reporting requirements
 - **Oracle User Productivity Kit** for training development

I.2. SCOPE OF THE IFB/RFP AND BIDDER ADMONISHMENT

This IFB/RFP is being conducted under the policies and procedures developed by the Department of General Services as provided under Public Contract Code (PCC) Section 12100, et seq, with the protest process under PCC Section 12125, et seq. This IFB/RFP contains the instructions governing the requirements for a firm quotation to be submitted by interested

bidders. The format that bid information is to be submitted and the material to be included therein follows. This IFB/RFP also addresses the requirements that bidders must meet to be eligible for consideration.

IF A BIDDER EXPECTS TO BE AFFORDED THE BENEFITS OF THE STEPS INCLUDED IN THIS IFB/RFP, THE BIDDER MUST TAKE THE RESPONSIBILITY TO:

- CAREFULLY READ THE ENTIRE IFB/RFP;
 - IF CLARIFICATION IS NECESSARY, ASK APPROPRIATE QUESTIONS IN A TIMELY MANNER
 - SUBMIT ALL REQUIRED RESPONSES, COMPLETE TO THE BEST OF BIDDERS ABILITY, BY THE REQUIRED DATES AND TIMES;
 - MAKE SURE THAT ALL PROCEDURES AND REQUIREMENTS OF THE IFB/RFP ARE ACCURATELY FOLLOWED AND APPROPRIATELY ADDRESSED; AND
 - CAREFULLY REREAD THE ENTIRE IFB/RFP BEFORE SUBMITTING EACH BID.
-

I.3. AVAILABILITY

The selected contractor must meet the requirements of this IFB/RFP and be available to start work on the Begin Work date specified in Section I.7, KEY ACTION DATES.

I.4. PERIOD OF PERFORMANCE

Service shall begin after all approvals have been obtained and the agreement is fully executed, and will continue through [date]. All performance under the agreement shall be completed on or before the term end date of the agreement.

I.5. PROCUREMENT OFFICIAL

[Enter at time of IFB/RFP development.]

I.6. QUESTIONS

Questions regarding this IFB/RFP must be submitted in writing no later than the date and time stated in Section I.7, KEY ACTION DATES. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum.

I.7. KEY ACTION DATES

Listed below are the important actions, dates and times by which the actions must be taken or completed. If the State finds it necessary to change any of these dates, it will be accomplished via an addendum to this IFB/RFP. All dates after the Submission of Bids deadline are approximate and may be adjusted as conditions dictate, without an addendum to this IFB/RFP.

	ACTION	DATE/TIME
1.	Release of IFB/RFP	
2.	Letter of Intent to Bid	
3.	Last day to submit Bidder's Conference Agenda Discussion Items	
4.	Bidder's Conference	
5.	Last day to submit questions for clarification of IFB/RFP and request to change IFB/RFP requirements	
6.	State issues responses to Bidder questions and Bidder requests to change IFB/RFP Requirements	
7.	Draft Bids Due	
8.	Confidential Discussions	
9.	Last day to protest the IFB/RFP requirements	
10.	Release of Addendum [Number]	
12.	Last day to protest requirement changes and questions due on Addendum [Number] Release	
13.	State issues responses to Bidder requests to change IFB/RFP Requirements and Bidder questions	
14.	Release of Addendum [Number]	
15.	Bidders' Workshop FI\$Cal Jade Auditorium 2000 Evergreen Street, Sacramento 95815	
16.	Submission of Final Bids	
17.	Engagement Methodology Presentations and Interviews	
18.	Public Cost Opening	
19.	Notification of Intent to Award	
20.	Last Day to Protest Selection	
21.	Contract Award and Execution	
22.	Begin Work	

I.8. INTENTION TO BID

Bidders that want to participate in the IFB/RFP steps are encouraged to submit a Letter of Intent to Bid on this procurement in accordance with Section II, Paragraph B.6, BIDDER'S LETTER OF INTENT TO SUBMIT A BID, to receive additional information. Only those Bidders acknowledging interest in this IFB/RFP will continue to receive additional correspondence throughout this procurement. The letter should identify the contact person for the solicitation process, plus include an email address and a phone and fax number. See EXHIBIT I-A BIDDER'S LETTER OF INTENT. The State is responsible for notifying one contact person per Bidder. Information related to a Bidder will be given to the designated contact person. It shall be the Bidder's responsibility to immediately notify the Procurement Official identified in Section I.5,

PROCUREMENT OFFICIAL, in writing, regarding any revision to the information. The State shall not be responsible for proposal correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, about any change pertaining to the designated contact person.

I.9. CONFIDENTIALITY

To preserve the integrity of the security and confidentiality measures integrated into the State's automated information systems, each Bidder is required to sign EXHIBIT I-B CONFIDENTIALITY STATEMENT and submit it with the EXHIBIT I-A.

Similarly, any contractor engaging in IT services to the State, requiring them to come into contact with confidential State information will be required to exercise security precautions for such data that is made available.

I.10. Bidders' Conference

A Bidders' Conference will be held on the date and time specified in subsection I.7, Key Action Dates. Bidders are encouraged to attend the Bidders' Conference to meet with FI\$Cal personnel and discuss the content of the IFB/RFP and the procurement process. Bidders are encouraged to submit discussion items or questions to the Procurement Official to add to the agenda for the Bidder's Conference. The last day to submit agenda discussion items or questions to the Procurement Official is specified in subsection I.7, Key Action Dates.

FI\$Cal will accept oral questions during the conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. **ORAL ANSWERS SHALL NOT BE BINDING ON THE STATE.** The Question and Answer sets will be posted to BidSync in accordance with subsection II.2.4, Questions Regarding the IFB/RFP. If a bidders question is not fully addressed during the Bidder's Conference, bidders can resubmit their questions through the Question and Answer period as specified in subsection I.7, Key Action Dates.

I.11. Bidders' Workshop

A Bidders' Workshop will be held on the date and time specified in subsection I.7, Key Action Dates. Bidders are encouraged to attend the Bidders' Workshop to meet with FI\$Cal personnel and discuss the IFB/RFP content.

FI\$Cal will accept oral questions during the workshop and will make a reasonable attempt to provide answers prior to the conclusion of the workshop. **ORAL ANSWERS SHALL NOT BE BINDING ON THE STATE.**

I.12. AMERICANS WITH DISABILITIES ACT (ADA)

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

For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the Procurement Official identified in Section I.5, PROCUREMENT OFFICIAL. You may also contact the State at the numbers listed below.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST FOR REASONABLE MODIFICATION AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922 or
1-888-877-5379

TTY: 1-800-735-2929 or
1-888-877-5378

Speech to Speech: 1-800-854-7784

I.13. Bidder Library

The Bidder Library contains reference materials and other documents supporting this IFB/RFP. All Bidders are strongly advised to review the information in the Bidder Library.

To access the Bidder Library, the Bidder must request a User Identification (User ID) and password from the Procurement Official. The Bidder will then be provided with their User ID, password, and instructions to access the Bidder Library via the internet.

Note: Items in the Bidder Library may be updated at any time. Therefore, it is the Bidder's responsibility to regularly check the Bidder Library for updates. The State is not required to issue an addendum to the IFB/RFP in order to update items in the Bidder Library.

Any questions concerning the Bidder Library must be directed to the Procurement Official.

BIDDERS' LIBRARY ACCESS AUTHORIZATION FORM

The following information, along with a completed Confidentiality Statement (Exhibit I-C), must be provided in order to receive authorization to access the FI\$Cal Bidders' Library. Upon receipt of this form, an email will be generated providing a user id *and password, along with Bidders' Library access instructions.*

The Bidders' Library is provided to help Bidders understand the IFB/RFP requirements and prepare a proposal response. [The content of the Bidders' Library includes...]. The State does not guarantee the accuracy or the relevancy of the supplemental information and any of the supplemental information relied upon is at the Bidder's risk.

Bidder Information (Business Contact):

Name		Title	
------	--	-------	--

Company

Street Address	City	State	Zip
()		()	

Phone		Fax	
-------	--	-----	--

Email Address

Bidder Information (Technical Contact):

Name		Title	
------	--	-------	--

Company

Street Address	City	State	Zip
()		()	

Phone		Fax	
-------	--	-----	--

Email Address

EXHIBIT I-B BIDDER'S LETTER OF INTENT

[Update the Procurement Official Name and address to this section at time of IFB/RFP development.]

Reference: IFB/RFP [Enter number, Name of IFB/RFP]

This is to notify you that it is our present intent to **{submit/not submit}** information in response to the above referenced IFB/RFP. The individual to whom all information regarding this IFB/RFP should be transmitted is:

Name:
Address:
City, State, & Zip
Phone Number:
Fax Number:
Email address:

We are enclosing, as requested, the signed EXHIBIT I-C CONFIDENTIALITY STATEMENT.

Please indicate which statement below represents your intention regarding this IFB/RFP:

- We **intend** to submit a bid.
- We **do not intend** to submit a bid for the reason(s) stated below.

_____ Name (Signature)	_____ Company
_____ Typed Name and Title	_____ Phone Number
_____ Email Address	

EXHIBIT I-C CONFIDENTIALITY STATEMENT

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees will not disclose any documents, diagrams, information and information storage media made available to us by the State for the purpose of responding to IFB/RFP [Enter number] or in conjunction with any contract arising therefrom. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the State will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the State and third parties. I authorize the State to inspect and verify the above.

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

Signature of Representative _____ Date _____

Typed Name of Representative _____

Typed Name of Company _____

EXHIBIT I-D BID CHECKLIST

	Description	IFB/RFP Section(s)
1.	Cover Letter	V.2.
2.	Executive Summary	V.3.
3.	Exhibit V-A Bidder Certification Sheet	V.4.
4.	Exhibit V-B Darfur Act Compliance Certification (if applicable)	V.6.
5.	Bidder Declaration Form GSPD-05-105	V.7., V.12.B.
6.	DVBE Declarations STD. 843	V.7.
7.	Target Area Contract Preference Act STD. 830 (if applicable)	V.8.
8.	Exhibit V-C California Certified Small Business Preference (if applicable)	V.11.
9.	Payee Data Record Form STD. 204	V.13.
10.	Certification to Do Business in the State of California	V.14.
11.	Exhibit V-D Iran Contracting Act Certification	V.15.
12.	Exhibits VI.A1 through A9 Staff Experience Summary Forms	VI.2. and VI.3
13.	Exhibit VI-B Staff Reference Form	VI.4.
14.	Exhibit VI-C Mandatory Company Qualification Form	VI.5
15.	Exhibit VI-D Engagement Methodology	VI.6
16.	Exhibit VII-A Cost Bid Table	VII
17.	Volume I and II - Sealed Volume I consists of one (1) Master, three (3) hard copies, one (1) CD Volume II consists of one (1) Master, one (1) CD	VIII.1.
18.	Volume III – Sealed Separately One (1) Master, one (1) CD	VIII.1.

BIDDERS: THE STATE MAKES NO WARRANTY THAT THE CHECKLIST IS A FULL COMPREHENSIVE LISTING OF EVERY REQUIREMENT SPECIFIED IN THE SOLICITATION. 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 BID RESPONSE. BIDDERS ARE ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION. THE NEED TO VERIFY ALL DOCUMENTATION AND RESPONSES PRIOR TO THE SUBMISSION OF BIDS CANNOT BE OVER EMPHASIZED.

II. RULES GOVERNING COMPETITION

[At the time of IFB/RFP development, request the most recent version of Section II from the Procurement Official and insert here.]

III. CURRENT SERVICES AND PROJECT BACKGROUND

III.1. Introduction

[Begin narrative.]

III.2. Current Services

[Begin narrative.]

IV. PROPOSED SERVICES

IV.1. Introduction

[Begin narrative.]

IV.2. Overview of Services

[Begin narrative.]

V. ADMINISTRATIVE REQUIREMENTS

V.1. INTRODUCTION

In addition to meeting the technical requirements of this IFB/RFP, Bidders must adhere to all the Administrative Requirements of this IFB/RFP to be responsive. These include the rules in Section II, RULES GOVERNING COMPETITION, the schedule and other requirements specified in Section I, the format specified in the Section VIII, BID FORMAT, the completion of cost sheets specified in Section VII, COST, and the administrative requirements of this section.

V.2. COVER LETTER

The bid must contain a signed cover letter on the Bidder's official business letterhead stationery in accordance with Section II.F.9, SIGNATURE OF BID. The cover letter must contain a statement that substantiates that the person who signs the letter is authorized to bind the Bidder's firm contractually. Signature on the cover letter must indicate the title or position that the signer holds in the firm. The letter must identify the Bidder's point of contact for this bid. The Cover letter must not include any cost information.

The cover letter must also include a statement that the Bidder agrees to comply with all of the requirements and terms and conditions of IFB/RFP [Enter number, Name of IFB/RFP].

V.3. EXECUTIVE SUMMARY

The Bidder must describe the most important features of the bid. It must contain an overview of the Bidder's company background and qualifications, must condense and highlight the contents of the bid to provide a broad understanding of the entire bid and facilitate the evaluation of the bid by the State, and must include a statement agreeing to perform a criminal background check within 15 business days of contract award or immediately following the addition of new staff if the Bidder is the selected Contractor. Bidders should take care not to attach any conditions to these conclusions and recommendations lest they render the entire bid subject to rejection. Pricing information must not be included in the Executive Summary.

V.4. BIDDER CERTIFICATION SHEET

EXHIBIT V-A Bidder Certification Sheet must be signed and returned as part of the bid.

V.5. INSURANCE REQUIREMENTS

Prior to Contract execution, the awarded Contractor will be required to furnish to the State certificates of insurances as specified in Appendix A Contract Attachment 1 Statement of Work, Section 13 Insurance Requirements, that is acceptable to the State.

V.6. DARFUR CONTRACTING ACT OF 2008

Effective January 1, 2009, all solicitations for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Refer to Public Contract Code §10475, et seq.; Stats. 2008, Ch. 272.) The Act was passed by the California Legislature and signed into law to preclude state agencies from contracting with SCRUTINIZED companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code §10475.

A SCRUTINIZED company is a company doing business in Sudan as defined in Public Contract Code §10475. SCRUTINIZED companies are ineligible to, and cannot, bid on or submit a

proposal for a contract with a state agency for good or services. (Refer to Public Contract Code §10477(a).)

Therefore, Public Contract Code §10478(a) requires a company that currently has (or within the previous three [3] years has had) business activities or other operations outside of the United States to certify that it is not a SCRUTINIZED company when it submits a bid to a state agency.

However, a SCRUTINIZED company may still submit a bid for a contract with a state agency for goods or services if the company first obtains permission from the DGS according to the criteria set forth in Public Contract Code §10477(b).

If applicable, Bidders must complete and return EXHIBIT V-B DARFUR CONTRACTING ACT CERTIFICATION form with submittal of their respective bid.

V.7. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION AND INCENTIVE PROGRAM REQUIREMENTS

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts are established in Public Contract Code (PCC), Section 10115 et seq., Military and Veterans Code (MVC), Section 999 et seq., and California Code of Regulations (CCR), Title 2, Section 1896.60 et seq.

PLEASE READ THESE REQUIREMENTS CAREFULLY. FAILURE TO COMPLY WITH THE MINIMUM DVBE PARTICIPATION REQUIREMENT WILL CAUSE YOUR SOLICITATION RESPONSE TO BE DEEMED NONRESPONSIVE AND YOUR FIRM INELIGIBLE FOR AWARD OF THE PROPOSED CONTRACT.

V.7.A DVBE Participation (Mandatory)

Bidders must fully comply with DVBE Participation Program requirements in the Draft Proposal and Final Proposal. Failure to submit a complete response will result in a non-responsive determination, in which case the Final Proposal will be rejected. The minimum DVBE participation goal is three percent (3%) for this solicitation. The DVBE Program requirements information may be viewed at:

www.documents.dgs.ca.gov/pd/poliproc/Master-DVBEReqPack-GoodsITFinalVersion090909.pdf

The Bidder must complete and submit the GSPD-05-105 Bidder Declaration. This form and its completion instructions may be accessed at:

www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf

The Bidder who has been certified by California as a DVBE (or who has obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) STD.843 Disabled Veteran Business Declarations. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The STD.843 Disabled Veteran Business Declarations form may be accessed at:

www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf

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

Office of Small Business and DVBE Services
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95606
www.pd.dgs.ca.gov/smbus
Receptionist: (916) 375-4940 Fax (916) 375-4650

V.7.B DVBE Participation Incentive

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to Bidders who exceed the three percent (3%) DVBE mandatory participation. For Contract Award evaluation purposes only, the State shall apply the incentive amount based on the amount of DVBE participation obtained above the three percent (3%) requirement. The incentive is only given to those Bidders who are responsive to the DVBE Program Requirement and propose DVBE participation in the resulting Contract that exceeds the mandatory three percent (3%) requirement. See Section XI – Evaluation, for details on the amount and application of the incentive during proposal evaluation.

V.8. TARGET AREA CONTRACT PREFERENCE (TACPA)

Preference will be granted to California-based Contractors in accordance with Government Code Section 4530 whenever contract for goods and services are in excess of \$100,000 and the Contractor meets certain requirements as defined in the California Code (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide the services being procured.

Bidders desiring to claim Target Area Contract Preferences Act shall **complete STD. 830 and submit it with the Bid**. Refer to the following website link to obtain the appropriate form:

www.documents.dgs.ca.gov/osp/pdf/std830.pdf

V.9. CONTRACT AMENDMENTS

The contract executed as a result of this IFB/RFP must be able to be amended by mutual consent of the State and the Contractor.

V.10. SUBCONTRACTOR

The award, if made, will be to a single Contractor. Bidders must complete the Bidder's Declaration GSPD-05-105, listing all subcontractors that will be used to provide the services required in this IFB/RFP. The selected prime Contractor will be responsible for successful performance of all subcontractors and support services offered in its bid. Furthermore, the State will consider the prime Contractor to be the sole point of contact regarding contractual matters for the term of the contract. The Contractor shall not assign responsibility to a third party without prior written approval by the DGS.

Using subcontractors to provide services required by the IFB/RFP enables Bidders to expand their ability to meet the needs of the State. However, use of subcontractors does not relieve the Bidder from any responsibility to the State under the Agreement or this IFB/RFP.

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

The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Prime Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

V.10.A Notice to Subcontractors

Upon award to a Contractor, notice shall be given by the State to the subcontractors listed on Bidder's Declaration GSPD-05-105, of their participation in the Agreement. Notification to the subcontractors by the prime Contractor is encouraged immediately after award of the Agreement.

V.10.B Commercially Useful Function (CUF)

Suppliers, whether the bidder or a subcontractor, who have a California certification for one or more of the socio-economic programs (e.g., small business or DVBE), must perform a commercially useful function (CUF) in the resulting contract. CUF is defined in the Military and Veterans Code Section 999(b)(5)(B) for DVBEs and in the Government Code Section 14837(d)(4)(A) for small business. Describe CUF compliance and complete a Bidder Declaration, GSPD-05-105. At the State's option, Bidders may be required to submit additional written clarifying information regarding CUF. Failure to submit the requested written information as specified may be grounds for bid rejection.

V.11. SMALL BUSINESS PREFERENCE

Section 14835 et seq. of the California Government Code requires that a five (5) percent preference be given to Bidders who qualify as a small business or Bidders who qualify as a non-small business claiming at least 25 percent California certified small business subcontractor participation. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, Section 1896 et seq. The definition of nonprofit veteran service agencies qualifying as a small business is contained in Section 999.50 et seq. of the Military and Veterans Code. Bidders claiming the preference must complete EXHIBIT V-C CALIFORNIA CERTIFIED SMALL BUSINESS PREFERENCE.

V.12. NON-SMALL BUSINESS PREFERENCE

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

The required list of California-certified small business subcontractors must be attached to the Bid response and must include the following: 1) the subcontractor's name, 2) address, 3)

telephone number, 4) a description of the work to be performed and/or products supplied, and 5) the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

Bidders claiming the five (5) percent preference must commit to subcontract at least 25 percent 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 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.

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

V.13. PAYEE DATA RECORD, STD. 204

The Payee Data Record (STD. 204) indicates the Bidder is subject to state income tax withholdings pursuant to California Revenue and Taxation Code §18662 and §26131. The following form must be completed and submitted in the Bid.

This form is located at the following website:

<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

V.14. CERTIFICATION TO DO BUSINESS IN THE STATE OF CALIFORNIA

The Contractor and all Subcontractors proposed which are to receive ten percent or more of the total contract amount must be qualified to do business and in good standing in California, and for such firms, the Bid must contain California business qualification(s) for those firms established as a corporation or Limited Liability Company (LLC). For more information on how to obtain qualification to do business in California, or to obtain copies of such certification, see the California Secretary of State Business Portal at their website:

<http://www.sos.ca.gov/business/business.htm>

V.15. IRAN CONTRACTING ACT COMPLIANCE CERTIFICATION

Prior to bidding on, submitting a Bid, or executing a contract or renewal for a State of California contract for goods or services of one million dollars (\$1,000,000) or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the DGS pursuant to Public Contract Code §2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS, or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code §2203(c) or (d).

Refer to EXHIBIT V-D IRAN CONTRACTING ACT CERTIFICATION.

EXHIBIT V-A BIDDER CERTIFICATION SHEET

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

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. 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.
5	Check if your firm is a partnership. 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.
6	Check if your firm is a corporation. 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.
7	Enter your federal employee identification number (FEIN).
8	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.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	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 OSDS.

This Bidder Certification Sheet must be signed and returned along with all required attachments as an entire package with original signatures and submitted with the Bid. The Bid must be transmitted in a sealed envelope in accordance with IFB/RFP instructions.

EXHIBIT V-A BIDDER CERTIFICATION SHEET (continued)

An Unsigned Bidder Certification May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. _____ Sole Proprietorship	5. _____ Partnership	6. _____ Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSDS) as:		
a. California Small Business _____ Yes _____ No If yes, enter certification number below: _____	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 marked "Yes".		
Date application was submitted to OSDS, if an application is pending: _____		

- A. Place all required attachments behind this certification sheet.
- B. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this Bid document. The signature below authorizes the verification of this certification.

Signature _____

EXHIBIT V-B DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code §§10475 -10481 applies to any company that currently or within the previous three (3) 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 (DGS) to submit a proposal.

If your company has not, within the previous three (3) 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 (3) 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 Bidder named below is not a scrutinized company per Public Contract Code §10476; and b) I am duly authorized to legally bind the prospective Bidder named below. This certification is made under the laws of the State of California.

<i>Company/Bidder Name (Printed)</i>		<i>Federal Employee ID No.</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 §10477(b), the Director of the DGS 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 §10476, but we have received written permission from the DGS to submit a bid or proposal pursuant to Public Contract Code §10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Bidder Name (Printed)</i>		<i>Federal Employee ID No.</i>
<i>Initials of Submitter</i>		
<i>Printed Name and Title of Person Initialing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

EXHIBIT V-C CALIFORNIA CERTIFIED SMALL BUSINESS PREFERENCE

PLEASE CHECK THE APPROPRIATE LINE BELOW:

- I am a California Certified small business and/or micro business and the California Certified Small Business Preference is applicable to this Bid. A copy of my certification form from the Office of Small Business and Disabled Veteran Business Enterprise Services is attached.
- I have recently filed for **California Certified** Small Business and/or micro business preference but have not yet received certification.
- I am not a California Certified Small Business but will be subcontracting at least 25 percent of the total bid amount value to a certified Small Business. I am using a California Certified Small Business and/or micro business as a Subcontractor(s).
- I am not a California Certified small business and I am not claiming the **California Certified** Small Business Preference.

Name of Bidder: _____

Signature: _____

EXHIBIT V-D IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2008)

Prior to bidding on, submitting a proposal, or executing a contract or renewal for a State of California contract for goods or services of one million dollars (\$1,000,000) or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California DGS pursuant to Public Contract Code §2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS, or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code §2203(c) or (d).

To comply with this requirement, the vendor must insert its financial institution name and Federal Identification Number (if available) and complete one of the options below. Please note: California law established penalties for providing false certifications, including civil penalties equal to the greater of two hundred and fifty thousand dollars (\$250,000) or twice the amount of the contract for which the false certification was made, contract termination, and three(3)-year ineligibility to bid on contracts (Public Contract Code §2205).

OPTION 1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for forty-five (45) days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by the DGS.

<i>Bidder Name/Financial Institution (Printed)</i>		<i>Federal Employee ID No. or (N/A)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION 2 – EXEMPTION

Pursuant to Public Contract Code §2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If a vendor has obtained an exemption from the certification requirement under the Iran Contracting Act, fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>		<i>Federal Employee ID No. or (N/A)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>

VI. TECHNICAL REQUIREMENTS

This section contains the detailed, technical requirements pertaining to the required services, as described in Section IV, PROPOSED SERVICES of this IFB/RFP and the Statement of Work. In addition to meeting the Administrative Requirements included in Section V, ADMINISTRATIVE REQUIREMENTS of this IFB/RFP, Bidders must meet and adhere to all of the Section VI, TECHNICAL REQUIREMENTS included in this section of the IFB/RFP. Failure to meet the minimum qualification for any requirement may result in a bid being deemed non-responsive and, therefore disqualified. Bids will be scored in accordance with the evaluation methodology prescribed in Section IX, EVALUATION. Bids must contain all information requested and must conform to the format described in Section VIII, BID FORMAT and Section VIII.I, BIDS.

VI.1. DEFINITION

[Begin narrative.] A “large-scale software project” is a software project implementation valued over \$20 million (defined as the total system development cost including planning, design, development and implementation).

VI.2. MANDATORY STAFFING QUALIFICATIONS

[Begin narrative.] This subsection addresses the detailed requirements regarding the skills and experience of the proposed staff. The State expects the Bidder to propose their best highly-experienced team. If selected as the Contractor, the State also expects the staff proposed will be the same staff that will begin work on the Contract.

The Bidder shall propose [number] (#) staff per Mandatory Staffing Qualification, for a total of [number] (#) proposed staff, as shown in Table VI.1. [Each proposed staff must meet the corresponding Mandatory Staffing Qualification in Table VI.1. The Bidder must propose different individuals for each Mandatory Staffing Qualification.] All experience obtained to meet these Mandatory Qualifications must have been obtained in the past [number] (#) years from the Bid submission date for this IFB.

The Bidder shall complete and submit EXHIBIT VI-A1 through A[#] STAFF EXPERIENCE SUMMARY FORMS providing the specific information of how each of the proposed staff meets each of the required qualifications. The Bidder must provide complete information to confirm that the proposed staff possesses the skills and experience that meet the Mandatory Staffing Qualifications. Dates may overlap if the proposed staff work on multiple projects. However, if the Staff Experience Summary Forms indicate overlapping dates that exceed 100% of time on that project, credit will only be given for one of the indicated experiences.

Client contacts listed on Staff Experience Summary Forms may be contacted to verify the information provided between [Enter date(s) and time(s)]. The Evaluation Team may make two (2) attempts via phone and/or email to validate the information on the Experience Summary Forms. If the State Evaluation Team has not received a response from the Bidder Reference Contact after the first attempt, a second attempt will be made. If no response is received after the second attempt, the State Evaluation Team will contact the Bidder and request the Bidder to assist in having the reference respond. If the Bidder is not able to provide a reference response during the evaluation period, the State will determine if the deviation is material. If a deviation is determined to be material, the bid will be considered non-responsive.

Table VI.1

Mandatory Staffing Qualifications		
	Title	Qualification
1.		[Enter the Mandatory Staffing Qualifications and insert the necessary number of STAFF EXPERIENCE SUMMARY FORMS needed to correspond to the Mandatory Staffing Qualifications]
2.		
3.		
4.		
5.		

VI.3. MANDATORY COMPANY QUALIFICATION

As a prime contractor, the Bidder must have completed at least two (2) engagements performing [Enter services] within the past [XX] ([X]) years. The Bidder shall submit two (2) completed EXHIBIT VI-C MANDATORY COMPANY QUALIFICATION forms.

The client contact provided by the Bidder may be contacted by the State evaluation team during the course of the evaluation to validate the information provided on the form. Bidders should ensure that references are available for validation during the evaluation period. References may be contacted between [Enter times]. The Evaluation Team may make two (2) attempts via phone and/or email to validate the information on the Experience Summary Forms. If the State Evaluation Team has not received a response from the Bidder Reference Contact after the first attempt, a second attempt will be made. If no response is received after the second attempt, the State Evaluation Team will contact the Bidder and request the Bidder to assist in having the reference respond. If the Bidder is not able to provide a reference response during the evaluation period, the State will determine if the deviation is material. If a deviation is determined to be material, the bid will be considered non-responsive.

VI.4. DESIRABLE STAFFING QUALIFICATIONS

Points will be awarded for those Desirable Staffing Qualifications that are met. To be considered, Bidders shall complete and submit the EXHIBIT VI-A1 through VI-A[X] STAFF EXPERIENCE SUMMARY FORMS providing the specific information of how each of the proposed staff exceeds the minimum number of years for the Mandatory Staffing Qualification experience by additional months to earn the Desirable Staffing Qualifications points shown in IFB/RFP Table IX.4. The Bidder must provide complete information to confirm that the proposed staff possesses the skills and experience that meet the Desirable Staffing Qualifications. The same proposed staff meeting the Mandatory Staffing Qualification shall be the same proposed staff member who is being submitted to meet the corresponding Desirable Staffing Qualification.

All experience obtained to meet desirable qualifications must have been obtained in the past [X] years from the Bid submission date for this IFB/RFP. If the Staff Experience Summary Forms

indicate overlapping dates, credit will only be given for the indicated experience which is awarded the most points. Client contacts listed may be contacted to verify the information provided.

The Client Contact listed on the Experience Summary Forms may be contacted to verify the information provided between [Enter date(s) and time(s)]. The Evaluation Team may make two (2) attempts via phone and/or email to validate the information on the Experience Summary Forms. If the State Evaluation Team has not received a response from the Bidder Reference Contact after the first attempt, a second attempt will be made. If no response is received after the second attempt, the State Evaluation Team will contact the Bidder and request the Bidder to assist in having the reference respond. If the Bidder is not able to provide a reference response during the evaluation period, the reference will not be scored and the bidder will receive a zero score for the non-responsive reference.

VI.5. STAFF REFERENCES

The Bidder shall solicit the client contacts named on the Mandatory Staffing Qualification forms to complete and submit a single EXHIBIT VI-B STAFF REFERENCE FORM for each of the [number] (#) proposed staff for each of the project(s) used to meet the Mandatory Staffing Qualification experience on the EXHIBIT VI-A STAFF EXPERIENCE SUMMARY FORM. The client contact named on the EXHIBIT VI-A forms must be the person who completes EXHIBIT VI-B. After completing EXHIBIT VI-B, the Client contact shall submit the completed form back to the requesting Bidder. The completed forms must be received in time for the bidder to submit the Staff References to be included in the [Include in Draft Bids if the IFB/RFP calls for Draft Bids] and Final Bids.

Note: EXHIBIT VI-B must be signed and dated by each of the client contacts providing the references. A copy, including PDF, will be an acceptable submission as long as the form, response, and signature are legible. Email submissions will not be accepted.

No references may be requested nor submitted from FI\$Cal Project [IFB/RFP 0000] evaluation team members. If such references are submitted, the State may consider the bid to be non-responsive.

No information corrections or changes may be made on the reference form by the Bidder. Forms with alterations or changes to the entered information may be rejected.

All staff references may be contacted by the State evaluation team during the course of the evaluation to validate the information provided on the forms. Bidders should ensure that references are available for validation during the evaluation period. References may be contacted between [Enter times.]. The Evaluation Team will make two (2) attempts via phone and/or email to validate the information on the Experience Summary Forms. If the State Evaluation Team has not received a response from the Bidder Reference Contact after the first attempt, a second attempt will be made. If no response is received after the second attempt, the State Evaluation Team will contact the Bidder and request the Bidder to assist in having the reference respond. If the Bidder is not able to provide a reference response during the evaluation period, the reference will not be scored and the Bidder may receive a zero score.

VI.6. ENGAGEMENT METHODOLOGY

The Bidder shall provide the following in response to the Engagement Methodology and an in-person presentation of their submission.

For Engagement Methodology 1 below, the Bidder shall complete EXHIBIT VI-D ENGAGEMENT METHODOLOGY FORM for Task Group 1 through 5. The entire response to this item shall not exceed [XX] pages in length.

The responses to the Engagement Methodology 2, and 3 below are to be provided in a narrative format noting the specific item number (i.e., 2, 3) for each response and shall not be longer than [XX] pages each. The response to Engagement Methodologies 2 and 3 shall not exceed [XX] pages in length.

For Engagement Methodology 4, provide a proposed Contract team organization chart.

For Engagement Methodology 5, provide the top three (3) risks for only Task Groups 1 through 4, separately, and their mitigation strategies. Also, separately list three (3) assumptions and three (3) constraints that would affect the completion of Task Groups 1 through 4. The response to this Methodology shall not exceed [XX] pages in length.

The DGS Procurement Official will contact Bidders who were responsive to the Administrative Requirements, Mandatory Staffing Qualifications, and Mandatory Company Qualifications requirements to schedule the presentation. Each Bidder will be allotted the same amount of time to present the material. All Bidder's proposed staff must attend in-person and participate in the Engagement Methodology presentation (other staff from the Bidder's company may also attend).

Table VI.2

Engagement Methodology	
1.	The Bidder shall provide the Bidder's methodology to complete Task Group IDs [X] through [X], as shown in in Appendix A Contract, Attachment 1 Statement of Work Section 6, including specific industry standards and best practices that will be followed. The Bidder shall complete EXHIBIT VI-D.
2.	Describe how the Bidder plans to interact with the FI\$Cal stakeholders and statewide departments.
3.	Provide a description of how the proposed Bidder's staff will be managed throughout the Contract.
4.	Provide a proposed Contract team organization chart.
5.	List three (3) risks and their mitigation strategies for each Task Group [X] through [X] separately. List three (3) assumptions and three (3) constraints for each Task Group [X] through [X] separately. This item must not exceed [XX] pages.

VI.7. INTERVIEW

The DGS Procurement Official will contact Bidders who were responsive to the Administrative Requirements, Mandatory Staffing Qualifications and Mandatory Company Qualifications requirements to schedule an interview. The State Evaluation Team will conduct interviews after the Engagement Methodology presentation. Each Bidder will be allotted the same amount of

interview time and be asked the same questions. All Bidder's proposed staff must attend in-person and answer interview question(s).

Table VI.3

	Interview Questions
1	[Enter the Interview Questions and state whether a specific role must respond to the question, if applicable. Refer to the Mandatory Staffing Qualifications table.]
2	
3	
4	
5	

EXHIBIT VI-A[X] STAFF EXPERIENCE SUMMARY FORM

[Insert a Staff Experience Summary Form for each Mandatory Staffing Qualification.]

Mandatory Staffing Qualification [X]

The Bidder must complete this exhibit in accordance with the instructions provided below.

One form must be completed for each separate Project.

All dates must be in MM/DD/YYYY format.

All experience must have been obtained in the past ten (10) years from the Bid submission due date for this IFB/RFP.

All information submitted will be evaluated in determining staff qualifications. Any narrative description should be clear and apply directly to the relevant requirement; the narrative description may be used to validate other information. Any conflicting information may result in the bid being deemed non-responsive and may result in the bid being disqualified.

Bidder Name: Provide the name of the company submitting the bid to this IFB/RFP.

Proposed Staff Name: Provide the name of the proposed individual.

Project Name, Client Company Name, Client Contact Information: Provide the project name and the client's name, contact person, and the contact person's email address and phone number.

Staff Start Date and End Date: Provide start and end date for the staff member.

Percent of Time on the Project: Enter the percentage of time worked during the years/and or months of experience being claimed.

Total Project Cost: Mark the box if the total project cost (defined as the total system development cost including planning, design, development and implementation) was equal to or greater than \$20 million dollars.

Proposed Staff's Duties and Responsibilities: Describe the duties and responsibilities performed by the individual.

Mandatory Staffing Qualification [X]

Complete the table below for each separate Project to meet the qualification. If needed, replicate the table for multiple Projects and insert as a separate form.

M1: [Enter Mandatory Staffing Qualification statement.]

Bidder Name:			
Proposed Staff Name:			
Project Name:			
Client Company Name:			
Client Contact Name:			
Client Contact Email:		Client Contact Telephone:	
Staff Start Date (mm/dd/yyyy):		Staff End Date (mm/dd/yyyy):	
Percent of Time on the Project :		Total Project Cost = or > \$20M:	<input type="checkbox"/>
Proposed Staff's Duties and Responsibilities:			

Desirable Staffing Qualification	
<p>By marking a box to the right, the Bidder indicates the proposed staff person named above exceeds the minimum number of years' experience for the Mandatory Staffing Qualification [X] to earn Desirable Staffing Qualification points. Experience to earn Desirable Staffing Qualification points must have been obtained in the past [X] years from the Bid submission due date for this IFB/RFP.</p>	<p><input type="checkbox"/> 8 years = 5 pts <input type="checkbox"/> 9 years = 10 pts <input type="checkbox"/> 10 years or more = 15 pts</p>

EXHIBIT VI-B STAFF REFERENCE FORM

Instructions to Bidder: Provide this form to the Client Contact for each project described on a completed EXHIBIT VI-A along with the corresponding Exhibit VI-A. The client information below must be the same as on the corresponding EXHIBIT VI-A.

Note to Client: Please rate your satisfaction with the services provided by the individual who performed the services described on EXHIBIT VI-A, sign and submit it back to the Bidder.

Email submissions will not be accepted. You may be contacted [Enter dates and times] to validate the information provided. If you are not available, notify the Bidder and return this form to them incomplete.

Name of individual that provided services and the Mandatory Staffing Qualification Title described in EXHIBIT VI-A:		Name of Project:	
Client Company Name:		Client Contact Name:	
Client Contact Email:		Client Contact Phone Number:	

Client Satisfaction Ratings

Using the following scale: 1 = poor, 2 = satisfactory, 3 = excellent, please rate your satisfaction with the company who provided the services described in EXHIBIT VI-A. Circle only one number for each question.

1. How would you rate the individual's overall performance?	1	2	3
2. How would you rate the individual's ability to communicate (orally and in written communications) with project members and stakeholders?	1	2	3
3. How would you rate the individual's ability to work with project staff and stakeholders?	1	2	3
4. How would you rate the individual's ability to deal with conflicting priorities?	1	2	3
5. How would you rate the individual's knowledge in their area of expertise—the title of the position for which they are being proposed?	1	2	3

By signing below, I declare that I have reviewed the information contained in EXHIBIT VI-A and that the information on both EXHIBIT VI-A and this form is true and correct.

Client Contact Reference Signature:

Date:

Printed Name:

EXHIBIT VI-C MANDATORY COMPANY QUALIFICATION

The Bidder must complete this exhibit in accordance with the instructions provided below.

One form must be completed.

All dates must be in MM/DD/YYYY format.

All experience must have been obtained in the past [X] years from the Bid submission due date for this IFB/RFP.

All information submitted will be evaluated in determining the company qualification. Any narrative description should be clear and apply directly to the relevant requirement; the narrative description may be used to validate other information. Any conflicting information may result in the bid being deemed non-responsive and may result in the bid being disqualified.

Bidder Name: Provide the name of the company submitting the bid to this IFB/RFP.

Project Name, Client Company Name, Client Contact Information: Provide the project name and the client's name, contact person, and the contact person's email address and phone number.

Staff Start Date and End Date: Provide start and end date for the tasks being performed.

Total Project Cost: Mark the box if the total project cost (defined as the total system development cost including planning, design, development and implementation) was equal to or greater than \$20 million dollars.

Description of Tasks Performed: Describe the tasks performed by the Bidder.

EXHIBIT VI-C MANDATORY COMPANY QUALIFICATION

Complete the table below to meet the Mandatory Company Qualification. Replicate the table as needed. The Bidder shall submit two (2) completed EXHIBIT VI-C MANDATORY COMPANY QUALIFICATION forms.

Mandatory Company Qualification: [Enter Mandatory Company Qualification requirement.]

Bidder Name:			
Project Name:			
Client Company Name:			
Client Contact Name:			
Client Contact Email:		Client Contact Telephone:	
Staff Start Date (mm/dd/yyyy):		Staff End Date (mm/dd/yyyy):	
Total Project Cost = or > \$20M:	<input type="checkbox"/>		
Description of Tasks Performed:			

EXHIBIT VI-D ENGAGEMENT METHODOLOGY FORM

To complete this attachment, use the information in Appendix A Contract, Attachment I Statement of Work, Section [Number] **Tasks and Deliverables**. Organized by Task Group ID, Section [Number] provides the tasks and deliverables for the resulting contract.

To complete this form, address Task Group IDs 1 through 5 only.

For each Task Group IDs [Number] through [Number] and the associated information, prepare a single EXHIBIT VI-D ENGAGEMENT METHODOLOGY FORM. Respond to the items on this page, numbered 1 through 4.

Enter the Task Group ID:

1. Task/Deliverable Description

[Describe the scope and objectives of the tasks and deliverables. Discuss the level of detail you intend to provide the State. Discuss the intended audience. If completing the tasks and deliverables requires specific knowledge, list the key concepts that the contractor must understand. Be specific. For example, instead of indicating *a basic knowledge about system administration*, indicate *introducing and integrating new technologies into existing environments* or *system performance tuning*.]

2. Applicable Standards

[List the specific industry and/or government standards that you will use to complete the tasks and deliverables. Describe how you will incorporate the standards in to the work. Describe how you will use the standards to improve the quality of this engagement.]

3. Technical Approach for Task Group

[Provide the systematic methodology to complete each task and deliverable. Include the Best Practices that you will use to accomplish project goals. Include the specific process/artifact assessment tools and techniques, high-level procedures, and communication strategies that you will use to ensure that you complete tasks and deliverables successfully. Identify the depth of analyses that you will use to record, report, prepare, and present information. Your response will demonstrate whether you understand the scope of this engagement and its requirements.]

4. Deliverable Acceptance Criteria

[List the specific acceptance criteria that FI\$Cal might use to ensure that you complete the tasks and deliverables for this project successfully.] For example,

- Did the contractor meet all the requirements?
- Did the task and deliverable comply with the applicable standards specified in the Statement of Work?
- Did the contractor use the best practices and industry standards specified in the Engagement Methodology?

VII. COST

VII.1. INTRODUCTION

Evaluation in this category will be based on [XX], as calculated according to the methodology in IFB/RFP Section IX.1.D. This section contains the instructions and cost table format the Bidder must submit with their Bids. For the Bid, all cost information must be separately sealed and identified as indicated in Section VIII, BID FORMAT.

VII.2. COST DETAIL FORMAT AND REQUIREMENTS

The Bidder must complete EXHIBIT VII-A COST BID TABLE, and submit it in a separately sealed envelope and clearly identified as "Cost Data" for IFB/RFP [Number]. Only technical and administrative bids deemed responsive will have their cost bids opened.

VII.3. COST OPENING

A public cost opening will occur on the date stated in Section 1.7, KEY ACTION DATES and will be conducted for all Bids which met all administrative and technical requirements. If, during evaluation of a Bidder's administrative and technical response, a Bid has been deemed non-responsive, the Bidder's cost will not be opened. Sealed cost information will not be opened until the State evaluation team has completed all the evaluation steps not requiring information in the cost bid.

VII.4. COST EVALUATION

The opened cost bids will be evaluated and scored; the scores will then be combined with their respective administrative and technical results in accordance with the process set forth in Section IX, EVALUATION, to achieve a final score for each responsive Bidder.

VII.5. COST BID TABLE

[Begin narrative. Develop the Cost Bid Table based on fixed price deliverables or time and materials.]

EXHIBIT VII-A COST BID TABLE

Attached as a separate MicroSoft (MS) Excel file.

VIII. BID FORMAT

These instructions prescribe the mandatory Bid format and the approach for the development and presentation of bids. Format instructions must be followed, all requirements and questions in the IFB/RFP must be answered and all requested data must be supplied. The Bidder shall carefully examine the IFB/RFP and be satisfied with the compliance conditions prior to submitting a bid.

The State will not be liable for any costs incurred by any Bidder in responding to this IFB/RFP, regardless of whether the State awards the contract through this process, decides not to move forward with the Project, cancels this IFB/RFP for any reason, or contracts for the Project through other processes or by issuing another IFB/RFP.

It is the responsibility of the Bidder to ensure that the bids are received by the Procurement Official in Section I.5, PROCUREMENT OFFICIAL at the Department of General Services (DGS) by the date and time specified in Section I.7, KEY ACTION DATES.

VIII.1. Bids

The Bid must address the Administrative Requirements, Technical Requirements and Cost sections of this IFB/RFP.

It is the Bidder's responsibility to ensure its Bid is submitted in a manner that enables the Evaluation Team to easily locate all response descriptions and exhibits for each requirement of this IFB/RFP. Page numbers should be located in the same page position throughout the Bid. Each page should be numbered with the section reference (e.g., Section II, Page 3 of 21) to make easy reference possible. Figures, tables, charts, etc., should be assigned index numbers and should be referenced by these numbers in the text and in the Table of Contents. Figures, tables, charts, etc., should be placed as close to text references as possible. The Bid should be tabbed, at least, to identify the volume and section.

Printed copies must be on standard 8 ½ x 11 paper, except charts, diagrams, etc., which may be printed on legal paper (8 ½ x 14). If legal paper is used, the folded size must fit within the 8 ½ x 11 format. Foldouts should be limited to a paper size no larger than 11 inches by 17 inches. Double-sided printing is preferred. The following must be shown on each page of the Bid:

- IFB/RFP [Number]
- Name of Bidder
- Bid Volume Number
- Bid Part or Exhibit Number
- Page number (Page X of XX)

The bids must be completely sealed and must be submitted by the time and dates identified in Section I.7, KEY ACTION DATES. Mail or deliver bids to the State Procurement Official at the DGS.

One (1) master hard copy and three (3) hard copies of all required volumes shall be submitted and separate sealed, except for Volume III Cost. The master copy shall be clearly marked "MASTER COPY." One (1) soft copy of the entire bid in Adobe PDF shall be submitted on a non-rewriteable Compact Disc (CD) with the exception of Volume III, Costs.

One (1) master hard copy and one (1) soft copy of non-rewriteable CD of the Bidder's response to Cost as Volume III, shall be submitted separately and sealed.

All CDs must be labeled with the following information:

- IFB/RFP [Number]
- Name of Bidder
- Bid Volume Number
- Bid Part or Exhibit Number

All bid submissions must be clearly labeled "IFB/RFP [Number]." Submissions must be identified as the Bid, and Cost. Cost must be in a sealed envelope and submitted separately from the Bid and include the Bidder's name, return address, and labeled "Volume III, Cost."

Bidders should be sure that no pricing information of any type is shown in their Bid response, except in the sealed "Cost" envelope of the Bid. The inclusion of pricing in any fashion or format in any other place in the Bid, except for the sealed Cost Data in the Bid, may result in immediate rejection of the bid. For DVBE forms, include percentages, not actual costs.

Each Volume of the Bid must be provided separately in a three-ring binder, submitted in the number of hard copies indicated in this section, and must be structured in the following manner:

Volume I: Response to Requirements - One Master, Three Copies, and One CD

- Cover Letter
- Table of Contents
This section must contain a Table of Contents. All major parts of the Bid, including forms, must be identified by volume and page number. The Table of Contents must identify all figures, charts, graphs, etc.
- Part 1: Executive Summary
- Part 2: Response to Administrative Requirements
- Part 3: Response to Technical Requirements

Volume II: Contract – One Master, and One CD

This volume must contain the complete contract terms and conditions and all attachments, complete in every detail. The Standard Form 213 IT must be signed.

Volume III: Cost – One Master, and One CD

This volume must be in a separately sealed, marked envelope or container containing:

- EXHIBIT VII-A Cost Bid Table

IX. EVALUATION

Upon receipt, a DGS Procurement representative will date and time mark every bid and verify that all responses are submitted under an appropriate cover, sealed, and properly identified. Bids will remain sealed until the designated time for opening.

At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB/RFP.

Bids that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. Consensus scoring will be used throughout the evaluation process. The Bidder must have provided a response and participate in each of the following criteria. If not, the bid may be rejected. Award, if made, will be to the highest scored responsible bid after application of preferences.

Final selection will be on the basis of compliance with all requirements, [X] percent scored technical mandatory qualifications requirements and Desirable staffing qualifications, and [X] percent cost among the bids that are responsive to the IFB/RFP requirements. Responsiveness is comprised of meeting all Administrative, Technical and Cost requirements, and conforming to the Rules Governing Competition in Section II of the IFB/RFP. Bids that do not comply with the mandatory components stipulated in the IFB/RFP may be deemed non-responsive and excluded from further consideration by the State. The State reserves the right to cancel this procurement at any time.

The maximum points that may be awarded are shown in Table IX.1. Final points will be assigned according to the following evaluation criteria:

Table IX.1

Selection Criteria	Maximum Score
Administrative Requirements	Pass or Fail
Technical Requirements:	
Mandatory Staffing Qualifications	Pass or Fail
Mandatory Company Qualifications	Pass or Fail
Desirable Staffing Qualifications	[Number] points
Staff References	[Number] points
Engagement Methodology	[Number] points
Interview	[Number] points
Cost	[Number] points
Total	1,000 points

IX.1. EVALUATION METHODOLOGY

Submitted Bids will be evaluated and points assigned according to the following methodology.

Step 1 - The State will evaluate the Administrative Requirements, evaluate the Mandatory Staffing Qualifications and evaluate the Mandatory Company Qualifications, only those that pass all Administrative requirements, Mandatory Staffing Qualifications, and Mandatory Company Qualifications will move to Step 2.

- Step 2 - The State will evaluate and score the Desirable Staff Qualifications.
- Step 3 - The State may verify and will score Staff References.
- Step 4 - The State will conduct, evaluate and score the Engagement Methodology and Interviews.
- Step 5 - The State will calculate and score Cost. The Technical Requirements and Cost scores will be summed.
- Step 6 - The State will score the DVBE Incentive and Preference Programs.
- Step 7 - The scores from Steps 5 and 6 will be summed. The summed highest total score will be deemed the Best Value Bid for contract award. In the event of a tie score among the highest scoring responsive bidders, the State will award the contract to the Bidder with the highest Staff References score. In the event the highest scoring responsive bidders are also tied for highest Staff References score, the State will award the contract to the responsive bidder with the lowest cost as identified in Exhibit VII-A. In the event of a further tie at this point, the State will award the contract via coin toss.

IX.1.A. Administrative Requirements (AR)

Each submitted bid is evaluated for compliance with the requirements specified in Section V, ADMINISTRATIVE REQUIREMENTS. If a Bid fails to meet any of the requirements specified in Section V, ADMINISTRATIVE REQUIREMENTS, the State Evaluation Team will determine if the deviation is material. If the deviation is determined to be material, the Bid will be deemed non-responsive. Table IX.2 contains a description of the Administrative Requirements.

Table IX.2

	Description of Administrative Requirement (AR)	Score
AR1	Cover Letter	Pass or Fail
AR2	Executive Summary	Pass or Fail
AR3	Exhibit V-A Bidder Certification Sheet	Pass or Fail
AR4	Exhibit V-B Darfur Act Compliance Certification	Mandatory, if applicable or N/A
AR5	Bidder Declaration Form GSPD-05-105	Pass or Fail
AR6	DVBE Declarations STD. 843	Pass or Fail
AR7	Target Area Contract Preference Act STD. 830 (if applicable)	Optional
AR8	Exhibit V-C California Certified Small Business Preference (if applicable)	Optional
AR9	Payee Data Record Form STD. 204	Pass or Fail
AR10	Certification to Do Business in the State of California	Pass or Fail
AR11	Exhibit V-D Iran Contracting Act Certification	Pass or Fail

IX.1.B. Technical Requirements Evaluation

The State Evaluation Team will review each bid to determine its compliance with all of the requirements set forth in Section VI, TECHNICAL REQUIREMENTS.

Each submitted Bid will be evaluated for compliance with the requirements designated in Section VI. If a Final Bid fails to meet any of the requirements specified in Section VI, the State Evaluation Team will determine if the deviation is material.

IX.1.B.i. Mandatory Staffing Qualifications

The State Evaluation Team will evaluate the Bidder’s staff experience using the information provided in EXHIBITS VI-A1 through A9 STAFF EXPERIENCE SUMMARY FORM and score pass or fail.

Each submitted form will be evaluated for compliance with the requirements specified in Section VI.2, MANDATORY STAFFING QUALIFICATIONS and Table IX.3. If any form fails to meet any of the requirements, the State will determine if the deviation is material. If the deviation is determined to be material, the Bid will be considered non-responsive.

Table IX.3

Mandatory Staffing Qualifications			
	Title	Qualification	Pass/Fail
1.		[Enter Mandatory Staffing Qualifications from Section VI.2.]	
2.			
3.			
4.			
5.			

IX.1.B.ii. Mandatory Company Qualifications

The Bidder’s response will be evaluated for compliance with the requirement set forth in Section VI.5, MANDATORY COMPANY QUALIFICATION. The State Evaluation Team will evaluate the Bidder’s response using the information provided in EXHIBIT VI-C MANDATORY COMPANY QUALIFICATION and score a pass or fail.

The client contact provided by the Bidder may be contacted by the State evaluation team during the course of the evaluation to validate the information provided on the form. Bidders should ensure that references are available for validation during the evaluation period. References may be contacted between [Enter dates and times]. The Evaluation Team may make two (2) attempts via phone and/or email to validate the information on Exhibit VI-C. If the State Evaluation Team has not received a response from the Bidder Reference Contact after the first attempt, a second attempt will be made. If no response is received after the second attempt,

the State Evaluation Team will contact the Bidder and request the Bidder to assist in having the reference respond. If the Bidder is not able to provide a reference response during the evaluation period or any form fails to meet any of the requirements, the State will determine if the deviation is material. If a deviation is determined to be material, the bid will be considered non-responsive.

IX.1.B.iii. Desirable Staffing Qualifications

The State Evaluation Team will evaluate the Bidder’s staff experience using the information provided in EXHIBITS VI-A[X] through A[X] STAFF EXPERIENCE SUMMARY FORM and score points. Bidders may elect to mark a box in the Desirable Staffing Qualification table to earn Desirable Staffing Qualification points. If no box is marked, no points will be awarded. If Bidders mark the incorrect box, the State Evaluation Team will evaluate the additional experience and score points.

A total of [Number] points are available for Desirable Staffing Qualifications.

For each Desirable Qualification:

- The same proposed staff meeting the Mandatory Staffing Qualification shall be the same proposed staff member who is being submitted to meet the corresponding Desirable Staffing Qualification.
- Up to [X] Desirable Staffing Qualification points may be awarded for additional months of experience exceeding the Mandatory Staffing Qualification minimum number of years of experience. The additional experience applies to the Mandatory Staffing Qualifications 1-[X] as listed in Table IX.4 below. Each submitted form will be evaluated for compliance with the requirements specified in Section VI.4, DESIRABLE STAFFING QUALIFICATIONS and Table IX.4 below. If any form fails to meet any of the requirements, the State will determine if the deviation is material. If the deviation is determined to be material, the staff will not be scored and the bidder will receive a zero score.

Table IX.4

Desirable Staffing Qualifications				
	Title	Qualification	Possible Points	
1.		[Enter Desirable Staffing Qualifications from Section VI.3.]	8 years = 5 pts 9 years = 10 pts 10 years or more = 15 pts	

IX.1.B.iv. Staff References

All Exhibit VI-B STAFF REFERENCE FORMS will be evaluated for compliance with the requirements set forth in Section VI.5, STAFF REFERENCES. Additionally, each of the Client Satisfaction questions on Exhibit VI-B STAFF REFERENCE FORM, on a single form is worth a maximum of [X] points for a total of [X] points per form.

All references may be contacted by the State Evaluation Team during the course of the evaluation to validate the information provided on the forms. Bidders should ensure that references are available for validation during the evaluation period. References may be contacted between [Enter dates and times].

The State Evaluation Team may make two (2) attempts via phone and/or email to validate the information on the Experience Summary Forms. If the State Evaluation Team has not received a response from the Bidder Reference Contact after the first attempt, a second attempt will be made. If no response is received after the second attempt, the State Evaluation Team will contact the Bidder and request the Bidder to assist in having the reference respond. If the Bidder is not able to provide a reference response during the evaluation period, the reference will not be scored and the bidder will receive a zero score.

Questions without a circled response will be given zero points for that question. Questions where two numbers are circled will be counted as the lower of the two circled numbers. Questions where a circle is placed between two numbers, without circling either number, will be counted as the lower number of the two.

The total points received are divided into the total points possible to calculate a percentage. This percentage is multiplied by the maximum Staff Reference points, [X] points, to calculate the points scored (rounded up to the nearest whole number) as shown in the table below.

Table IX.5 [Sample table below. Adjust as necessary.]

Number of Staff Reference Forms Submitted	Total Points Possible (15 Points per Staff Reference Form)	Total Points Received	Ratio of Total Points Received to Total Points Possible	Percent of Maximum Points	Points Scored
35	525	516	516/525	.98	.98 x 90 = 88
27	405	358	358/405	.88	.88 x 90 = 79

IX.1.B.v. Engagement Methodology

A total of [Number] points are available for Engagement Methodology.

The Bidder’s response and presentation will be evaluated for compliance with the requirement set forth in Section VI.6, ENGAGEMENT METHODOLOGY and Table IX.6 below. The State Evaluation Team will evaluate the Bidder’s response using the information in its bid and the presentation given. The criteria stated in Table IX.7 will be applied. The corresponding percentage will be multiplied by the points allowed for each Engagement Methodology resulting in a score. Points awarded for Engagement Methodology 1 through 5 will be summed to arrive at the total score.

Table IX.6

Engagement Methodology		Points Allowed
1.	<p>Provide the Bidder's methodology to complete Task Group IDs [X] through [X], including specific industry standards and best practices that will be followed.</p> <ul style="list-style-type: none"> ⇒ Methodologies are described for each Task Group separately on the form provided in EXHIBIT VI-D. The entire response to this item may not exceed [X] pages in length. ⇒ Methodology uses proven and appropriate industry standards, technologies and best practices as the basis for work performed. Specifically, the Bidder and staff have used standards from IEEE and State standards from the California Technology Agency (Technology Agency) and these standards are included in the methodology proposed. ⇒ Methodology completely describes the technical approach for each task. ⇒ Methodology demonstrates the Bidder understands the scope of the engagement. 	
2.	<p>Describe how the Bidder plans to interact with the client and stakeholders.</p> <ul style="list-style-type: none"> ⇒ The Bid specifically outlines expectations the Bidder has of the client and stakeholders in order to ensure a constructive working relationship and successful Contract outcome. ⇒ The Bid specifically outlines how the Bidder will utilize state staff to gain the appropriate level of understanding and depth of knowledge to successfully complete Contract tasks. 	
3.	<p>Provide a description of how the proposed Bidder's staff will be managed throughout the Contract.</p> <ul style="list-style-type: none"> ⇒ Methodology for managing proposed Bidder's staff ensures continuity and availability of qualified individuals. Methodology for providing oversight of team members to ensure schedule driven progress is maintained on Contract tasks and deliverables and that quality standards are met. 	
4.	<p>Provide a proposed Contract team organization chart.</p> <ul style="list-style-type: none"> ⇒ A Contract team organization chart is provided with roles and responsibilities for all proposed staff and any other staff of the Bidder's organization. The reporting hierarchy and oversight responsibilities are clear for each staff member. 	
5.	<p>List three (3) risks and their mitigation strategies for each Task Group [X] through [X] separately. List three (3) assumptions and three (3) constraints for each Task Group [X] through [X] separately. This item must not exceed ten (10) pages.</p> <ul style="list-style-type: none"> ⇒ At least three (3) risks and their mitigation strategies are presented for each Task Group [X] through [X]. At least three (3) assumptions and three (3) constraints are provided for each Task Group [X] through [X] separately. Responses to these items indicate an understanding of potential issues and risks that are probable for this engagement and a proactive method for mitigating them. The response to the entire item is no more than [X] pages. 	
Total Points		

Table IX.7

Criteria for Evaluating the Bidder's Responses to the Engagement Methodology	Rating	Award the Following Percentage
The vendor's response addresses all the numbered items listed in the Engagement Methodology in a high level of detail. The vendor's response relates directly to the needs of this project. The Evaluation and Selection Team has a high degree of confidence in the vendor's ability to complete all tasks successfully.	Very Good	100 %

Criteria for Evaluating the Bidder's Responses to the Engagement Methodology	Rating	Award the Following Percentage
The vendor's response addresses all the numbered items listed in the Engagement Methodology in a moderate level of detail. Responses relate generally to the needs of this project. The vendor does not address minor considerations. The Evaluation and Selection Team has a medium degree of confidence in the vendor's ability to complete all tasks successfully.	Good	70 %
The vendor's response addresses all the numbered items listed in the Engagement Methodology in general terms. The vendor does not address major considerations or responses do not address specific needs of this project. The Evaluation and Selection Team has a low degree of confidence in the vendor's ability to complete all tasks successfully.	Fair	40 %
The vendor's response does not address all the numbered items in the Engagement Methodology. The Evaluation and Selection Team has no degree of confidence in the vendor's ability to complete every task and deliverable successfully.	Poor	0 %

IX.1.C. Interviews

All Bidder's proposed staff must participate and be present in-person in the interview as a team. If a proposed staff person is not able to attend the interview during the evaluation period, the interview question(s) related to that title of the staff person not present for the in-person interview will not be scored and the bidder will receive a zero score for that question(s).

A total of [Number] maximum points are available.

The following are the interview questions.

	Interview Questions
1	[Insert Interview Questions from Section VI.]
2	
3	
4	
5	

The State Evaluation Team will evaluate the Bidder's response to the interview questions based on the criteria stated in the table below. The corresponding percentage will be multiplied by the points allowed for each interview question resulting in a score.

Criteria for Evaluating the Bidder's Responses to the Interview Questions	Rating	Award the Following Percentage
The staff person's response addresses the question in a high level of detail. The vendor's response relates directly to the needs of this project. The Evaluation and Selection Team has a high degree of confidence in the staff person's ability to complete the tasks pertinent to his/her role successfully.	Very Good	100 %
The staff person's response addresses the question in a moderate level of detail. Responses relate generally to the needs of this project. The vendor does not address minor considerations. The Evaluation and Selection Team has a medium degree of confidence in the staff person's ability to complete the tasks pertinent to his/her role successfully.	Good	70 %
The staff person's response addresses the question in general terms. The vendor does not address major considerations or responses do not address specific needs of this project. The Evaluation and Selection Team has a low degree of confidence in the vendor's ability to complete the tasks pertinent to his/her role successfully.	Fair	40 %
The staff person's response does not address the question. The Evaluation and Selection Team has no degree of confidence in the vendor's ability to complete the tasks pertinent to his/her role successfully.	Poor	0 %

IX.1.D. Cost

[Begin narrative. Adjust narrative based on fixed price deliverables or time and materials as identified in EXHIBIT VII-A COST BID TABLE.]The State will review EXHIBIT VII-A COST BID TABLE for mathematical accuracy and completeness.

A total of [Number] maximum points are available.

The State Evaluation Team will use the table below to score the Cost by entering the Weighted Hourly Rate sum. The Weighted Hourly Rate sum will be used for evaluation purposes only.

The Bidder with the lowest Weighted Hourly Rate sum will receive the maximum number of points. For all other bids, their Weighted Hourly Rate sum is divided into the lowest Weighted Hourly Rate sum to calculate a percentage. This percentage is multiplied by the maximum cost points to calculate the points scored (rounded up to the nearest whole number) as shown in the example below.

Bidder	Sum of Weighted Hourly Rate	Ratio of Lowest Weighted Hourly Rate Sum to Weighted Hourly Rate Sum	Percent of Maximum Points	Points Scored
A	\$180	180/180	1.0	1.0 x 300 = 300
B	\$230	180/230	.78	0.78 x 300 = 234

IX.1.E. Application of Preferences and Incentives

IX.1.F.i. Optional Preference Programs

Preference calculation for TACPA, if claimed, will be performed after the cost assessment.

IX.1.F.ii. Small Business Preference

Per Government Code, Section 14835, et seq., Bidders who qualify as a small business will be given a 5 percent preference for contract evaluation purposes only. The 5 percent preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsible and responsive to the bid requirements. If after applying the small business preference a small business has the highest score, no further preferences would be applied as the small business cannot be displaced from the highest score position by application of any other preference. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services are contained in the California Code of Regulations, Title 2, Section 1896, et seq. and can be viewed online at:

<http://www.documents.dgs.ca.gov/pd/smallbus/SBRegulations.pdf>.

IX.1.F.iii. DVBE Incentive

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to Bidders who provide Disabled Veteran Business Enterprise (DVBE) participation. For contract award evaluation purposes only, the State shall apply an incentive to bids that include California certified DVBE participation. The maximum incentive for this procurement is 3 percent of the total available points. Incentive points are awarded based on the amount of DVBE participation obtained, according to the matrix below.

The following incentive points shall apply to this solicitation:

Confirmed DVBE Participation of:	Incentive Points:
5% or more	[Number] (3% of 1,000 points)
4% – 4.99%	[Number] (2% of 1,000 points)
3% – 3.99%	[Number] (1% of 1,000 points)
Less than 3%	0 points

The DVBE Incentive percentage is applied to total points available to the Bidders. The table below illustrates the incentive points available based on Bidder A's confirmed DVBE participation of 4.8, Bidder B's confirmed DVBE participation of 5.6 percent, and Bidder C's confirmed DVBE participation of 3.2 percent. Bidder A is also a California certified small business. The table below provides an example of the Bid Score calculation including application of the Small Business Preference and DVBE Incentive Points. Calculations are rounded to nearest whole dollar from scores resulting as two decimals.

BIDDER	DESIRABLE STAFFING QUAL	STAFF REFERENCES	ENGAGEMENT METHODOLOGY	INTERVIEW	COST	SUB-TOTAL	SB	DVBE INCENTIVE	BID SCORE
A	130	85	240	209	250	914	46	20	980
B	111	80	237	212	300	940	0	30	970
C	100	78	240	180	273	871	0	10	881

X. BENCHMARK/DEMONSTRATIONS OF REQUIREMENTS (IF APPLICABLE)

[Begin narrative. If not applicable, insert "This section is not applicable to this IFB/RFP."]

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

	REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER	AGREEMENT NUMBER

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

STATE AGENCY'S NAME
Department of Finance, Financial Information System for California (FI\$Cal) Project (hereafter called State)

CONTRACTOR'S NAME
(hereafter called Contractor)

2. The term of this Agreement is:

3. The maximum amount of this Agreement is: \$

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

- Attachment I – Statement of Work
- Attachment II - *General Provisions – Information Technology GSPD-401IT dated 11/27/2013 (Revised)
- Attachment III – Invitation for Bid/Request for Proposal (IFB/RFP) [Number]
- Attachment IV – Contractor’s Response to IFB/RFP [Number]

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Department of Finance, FI\$Cal Project		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jennifer Byington, Administration Deputy Director		
ADDRESS 2000 Evergreen Street, Suite 200, Sacramento, CA 95815		

ATTACHMENT I STATEMENT OF WORK

[Title of IFB/RFP]

This Statement of Work (SOW) reflects the services to be provided by <Contractor Name to Be Inserted>, hereinafter referred to as the “Contractor,” for the Financial Information System for California, and hereinafter referred to as the “Project.” This SOW is governed by and incorporates by reference the terms and conditions of Invitation for Bid/Request for Proposal (IFB/RFP) [Enter number] and the resulting approved Contract.

1. OVERVIEW

[Begin narrative.]

2. TERM

The term of this Contract is effective from date the Contract is executed through [Date].

The Contractor shall not be authorized to deliver or commence performance of services as described in the Contract until written approval has been obtained from all entities. Any delivery or performance of service commenced prior to the Contractor obtaining all written approvals shall be considered voluntary on the part of the Contractor.

If the identified tasks and/or deliverables included in this SOW are not completed within the contract term of performance and unspent funds remain in the Contract, the State may extend the term of the Contract up to 12 months in order to complete the identified tasks and/or deliverables at the cost contained herein ensuring that the total Contract cost is not exceeded.

3. WORK LOCATION

Work under the Contract shall be performed on-site Monday through Friday at the FI\$Cal Project Office location at 2000 Evergreen Street, Sacramento, CA 95815, or at the various agency/department locations unless otherwise approved in writing by the State Functional Manager (FM). Remote access will be provided to perform work on nights and weekends, if approved by the State FM.

4. CONTRACT COST

The total cost of this Contract is not to exceed \$[Enter amount].

For the purposes of the STD. 215, Agreement Summary, the total cost dollars associated with each fiscal year are approximate and may be redirected between fiscal years at the discretion of the State. No Contract amendment is necessary.

5. DESCRIPTION OF SERVICES

The State requires that all tasks be completed and delivered to the State on or before the due date listed for each task. All deliverables, standards, processes, plans, work products and applicable reference materials must be available to the State upon request.

The Contractor is **required** to provide and maintain the requisite experienced staff on the Project at all times during the Contract.

6. TASKS AND DELIVERABLES

The following table describes the Tasks and Deliverables required under the terms of this

Contract. Payments will be made on a [Fixed Priced Deliverable and/or Time and Materials] basis. The total cost of the Task Accomplishment Plan (TAP) may be invoiced after submission by the Contractor and acceptance by the State. Any revisions to the TAP will be at the Contractor's expense.

Task Group ID	Task Group Name	Task Description	Date Due

7. Unanticipated Tasks

The Contract value includes \$[Enter amount] for unanticipated tasks. These funds may be used at the State's discretion. Unanticipated tasks will be contracted for on an as-needed basis and shall be optional throughout the term of the Contract. Work for unanticipated tasks will be assigned and agreed to in writing by the Contractor and the State via a Work Authorization Form [and TAP] before the work can commence. The Work Authorization Form will be provided to the Contractor. The rates for unanticipated tasks must not exceed the original bid hourly rates and the total expenditures for unanticipated tasks shall not exceed the total amount set aside for unanticipated tasks.

8. Contractor Staff

8.1 Reassignment of Contractor Staff

The Contractor shall not reassign personnel assigned to this Contract during the term of the Contract without notification to the Project Vendor Management Office (VMO) Contract Manager and prior written approval by the State FM.

At the State's request or if a Contractor's staff becomes unable to perform duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide a suitable substitute.

All replacement staff shall meet the Mandatory and applicable Desirable Staffing Qualification listed on the Staff Experience Summary Form for the Contractor employee they are replacing. In addition, the replacement staff shall participate in an Interview. Unless agreed to otherwise with the Project VMO Contract Manager, the Contractor has a minimum of [X] State business days to submit a replacement staff. Any period longer than then [X] calendar days may be considered a

material breach of the Contract.

The Contractor must submit the following for approval to replace a staff position:

- Contractor Additional/Substitute Staff Request Form (to be provided by the Project)
- Applicable Exhibit VI-A Staff Experience Summary Form that corresponds to the staff being replaced
- [A revised TAP]

The submission will be reviewed by the Project VMO Contract Manager to ensure replacement staff meet or exceed the Mandatory and Desirable Staffing Qualification for the Contractor employee they are replacing. The State Functional Manager (FM) will review the forms received, interview the replacement staff, and if the substitution is approved, will sign the Contractor Additional/Substitute Staff Request Form. Upon approval, the Project VMO Contract Manager will return the form to the Contractor as formal approval. Approval will not be unreasonably withheld. The State reserves the right to disapprove the replacement staff. The replacement staff may begin work upon the Contractor's receipt of the approved Contractor Additional/Substitute Staff Request Form.

If the State FM rejects the proposed replacement staff, the Contractor must propose a new replacement staff and follow the same process and timeframe as stated above.

The Contractor must use the hourly rates contained in the Contractor's bid to IFB/RFP [Enter number], EXHIBIT VII-A COST BID TABLE.

8.2 Additional Contractor Staff

The Contractor may assign additional staff to the Contract with mutual agreement between the Contractor and the State, if not prohibited by other Contract documents. The Contractor must use the hourly rates contained in the Contractor's bid to IFB/RFP [X], EXHIBIT VII-A COST BID TABLE. Additional staff must possess the necessary skills and abilities to perform the tasks and deliverables of this contract. Additional staff must meet the Mandatory Staffing Qualifications. The Contractor shall submit:

- Contractor Additional/Substitute Staff Request Form (to be provided by the Project)
- Applicable Exhibit VI-A Staff Experience Summary Form that corresponds to the work to be performed
- [A revised TAP]

The submission is reviewed by the Project VMO Contract Manager to ensure additional staff meets the Mandatory Staffing Qualifications. The State FM will review the forms received and if the addition is approved, will sign the Contractor Additional/Substitute Staff Request Form. Upon approval, the Project VMO Contract Manager will return the form to the Contractor as formal approval. Approval will not be unreasonably withheld. The State reserves the right to disapprove the additional staff. The additional staff may begin work upon the Contractor's receipt of the approved Contractor Additional/Substitute Staff Request Form.

If the State FM rejects the proposed additional staff, the Contractor may propose a new additional staff and follow the same process as stated above.

8.3 Requirement to Sign a Confidentiality and Non-Disclosure Agreement and Conflict of Interest Certification and Agreement

The Contractor, subcontractor, and staff are required to sign a Confidentiality and Non-Disclosure Agreement and a Conflict of Interest Certification and Agreement (provided as Exhibits II and III) prior to commencing work identified in this Contract.

8.4 Requirement to File a Statement of Economic Interests

Staff engaged in performing the consulting tasks described in this Contract are required to complete a Statement of Economic Interests (Form 700) unless otherwise provided by Government Code Section 81000 et seq. The completed Form 700 must be submitted prior to beginning work and annually thereafter. The Form 700 is reviewed prior to the Contractor beginning work to determine if there is a conflict of interest. The annual renewal Form 700 must be received before the expiration of the previously submitted Form 700. Noncompliance may be cause for termination of this Contract.

8.5 Requirement to Complete Ethics Training Certification

Staff engaged in performing the consulting tasks described in this Contract must complete the Ethics Training Course for State Officials provided on the State of California Office of the Attorney General website at: <http://ag.ca.gov/ethics/index.htm> if required to complete a Form 700. The certifications for the staff provided at the end of this training must be submitted to the Project VMO Contract Manager no later than thirty (30) calendar days after work starts on the Contract.

8.6 Subcontractors

The Contractor 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, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services before beginning work. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid and approved DVBE substitutions will be documented by a signed contract amendment.

Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid may be cause for Contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

The Contractor understands and agrees that if award of this Contract is based in part on their commitment to use the California certified Small Business subcontractor(s) identified in their bid, a California certified Small Business subcontractor may only be replaced by another California certified Small Business subcontractor and must be approved by the State before beginning work. Changes to the scope of work that impact the California certified Small Business subcontractor(s) identified in the bid and approved California certified Small Business subcontractor substitutions will be documented by contract amendment. Failure of the Contractor to seek substitution and adhere to the Small Business participation level identified in the bid may be cause for Contract termination, and recovery of damages under rights and remedies due to the State.

8.6.1 Subcontractor Changes

The Contractor shall not change subcontractor(s), including Small Business and DVBE subcontractor(s), if such changes conflict with the work to be performed under this Agreement. For DVBE and Small Business subcontractor changes, the Contractor shall follow the replacement procedures specified in Sections 8.6.2 and 8.6.4 below. For non-DVBE and non-Small Business subcontractor changes, the Contractor shall follow the replacement procedures specified in Section 8.6.3 and 8.6.4 below.

These requirements also apply to any changes of subcontractors made between submittal of the Bid and the effective date of the Agreement.

8.6.2 DVBE and Small Business Subcontractor Changes

If a DVBE or SB subcontractor is leaving the Project, the replacement subcontractor must be qualified as a DVBE or SB participant, respectively.

If a DVBE or SB subcontractor notifies the Contractor that they will be leaving the Project, the Contractor must notify the Project VMO Contract Manager or designee and the Department of General Services, Procurement Division, within two (2) State business days after being notified by the subcontractor, with a written explanation of the reason for the substitution.

The Contractor must within ten (10) State business days from notification from the DVBE or SB subcontractor make every reasonable effort to engage qualified replacement DVBE or SB subcontractors and to provide its recommendations by submitting the following to the Project VMO Contract Manager:

- Contractor Additional/Substitute Staff Request Form (to be provided by the Project)
- Applicable Exhibit VI-A Staff Experience Summary Form that corresponds to the Title of work to be performed
- Copy of GSPD-05-105 (08/09) Bidder Declaration
- STD. 843 DVBE Declaration (if applicable)

The State reserves the right to validate DVBE compliance (including Commercially Useful Function), SB certification. The State also reserves the right to disapprove replacement DVBE or SB subcontractors. The State FM will review the forms received and if the substitution is approved, will sign the Contractor Additional/Substitute Staff Request Form. Upon approval, the Project VMO Contract Manager will return the form to the Contractor as formal approval. The Project VMO Contract Manager, or designee, has up to ten (10) State business days to approve or disapprove the replacement. Approval will not be unreasonably withheld. The State reserves the right to disapprove the replacement subcontractors. The replacement staff may begin work upon the Contractor's receipt of the approved Contractor Additional/Substitute Staff Request Form.

If the State rejects the proposed replacement staff from the replacement DVBE or SB subcontractor, the Contractor must propose a new replacement staff and follow the same process.

8.6.3 Non-DVBE and Non-Small Business Subcontractor Changes

If a non-DVBE or non-SB subcontractor notifies the Contractor that they will be leaving the Project, the Contractor must notify the Project VMO Contract Manager or designee within

two (2) State business days after being notified by the subcontractor. The Contractor must within ten (10) State business days from notification from the subcontractor make every reasonable effort to engage qualified replacement subcontractors and to provide its recommendations by submitting the following to the Project VMO Contract Manager:

- Contractor Additional/Substitute Staff Request Form (to be provided by the Project)
- Applicable Exhibit VI-A Staff Experience Summary Form that corresponds to the Title of work to be performed
- Copy of GSPD-05-105 (08/09) Bidder Declaration

The State FM will review the forms received and if the substitution is approved, will sign the Contractor Additional/Substitute Staff Request Form. The State reserves the right to disapprove the replacement subcontractors. Approval will not be unreasonably withheld. The State reserves the right to disapprove the replacement subcontractors. Upon approval, the Project VMO Contract Manager will return the form to the Contractor as formal approval. The Project VMO Contract Manager has up to ten (10) State business days to approve or disapprove the selected replacement. The replacement staff may begin work upon the Contractor's receipt of the approved Contractor Additional/Substitute Staff Request Form.

If the State rejects the proposed replacement staff, the Contractor must propose a new replacement staff and follow the same process.

8.6.4 Replacement Subcontractor Qualifications

All replacement subcontractors shall possess equal or better qualifications and reference scores than the subcontractor being replaced. If the subcontractor was used to meet a requirement in the IFB/RFP, the Contractor must provide the applicable Staff Experience Summary Forms. The reference contacts provided on Staff Experience Summary Forms must be available to the FI\$Cal Project for validating the reference information.

9. Document Format

Unless explicitly stated otherwise in this SOW, all deliverables must be provided in a format compatible with the Project's standard applications (i.e., Microsoft Office) at the time of Contract award and should the Project upgrade its standard applications during the course of the contract, the Contractor must continue to provide all deliverables in a compatible format at no additional cost to the Project. The format and content for all deliverables must be pre-approved by the State.

Electronic versions must be stored in a Project-designated central repository and remain the sole property of the Project. The delivery media must be compatible with the Project storage devices.

10. Tasks/Deliverables Review and Acceptance Criteria

It shall be the State's sole determination as to whether a Deliverable has been successfully completed and is acceptable to the State.

10.1 Tasks/Deliverables Process

- a. One (1) soft copy of each Deliverable shall be delivered to the Project VMO Contract Manager by the agreed upon date for review. If the Deliverable exceeds 20 pages, the

Contractor must also provide one (1) hard copy. The Project VMO Contract Manager will provide a copy to the FM. This procedure may change with the full implementation of the Project's electronic document management application. The Project VMO Contract Manager will notify the Contractor of any procedure changes.

- b. Unless agreed otherwise, the State FM's review time of the Deliverable shall not be more than State business days, or as mutually agreed upon in the DED. The State FM may establish a longer period for review in consideration of the scope and complexity of the Deliverable.
- c. Should revisions to the document be requested, the Contractor receives written notice from the Project VMO Contract Manager. The Contractor reviews the responses, makes appropriate adjustments and resubmits the Deliverable to the Project VMO Contract Manager for acceptance within five (5) State business days of receiving revisions, or as mutually agreed upon by the Contractor and the State.
- d. The State FM, at his/her discretion, may allow a period longer than the five (5) State business days considering the scope of changes.
- e. Unless otherwise agreed upon, the State FM's review time after receipt of the revised Deliverable shall not be more than State business days.
- f. The Contractor shall not change a Deliverable that has been accepted by the State FM without the State FM's prior written approval.

10.2 Tasks/Deliverables Acceptance

[This language must be approved for use by DGS before release.]The process below provides an overview of the Deliverable Acceptance Process. This section replaces and supersedes subsection (e) of Section 16 of the Information Technology General Provisions, "Inspection, Acceptance and Rejection."

- a. Upon delivery and receipt of a Deliverable, the State will review or perform acceptance tests, as applicable, to determine whether the Deliverable conforms to its acceptance criteria. Acceptance criteria for a Deliverable will be set forth in the DED. A Deliverable must address all components required by the Contract and the applicable DED. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in the Contract with respect to any nonconformity.

The State FM's acceptance of Deliverables shall be based, in part, upon the following:

- a. Deliverable documents must be comprehensive in level of detail and quality the State FM has established in the DED and requirements of this Contract.
- b. Deliverable documents must be organized in a structured manner and be professional in presentation.
- c. Deliverable documents must be consistent throughout in style and quality. If the document is the composite effort of two or more people within the project, the document must be edited for style and consistency.
- d. Final Deliverables that meet contractual requirements are approved by the State FM.

11. Tasks/Deliverables Not Meeting Requirements

Should the Deliverable, work performed or work products produced by the Contractor fail to meet the minimum requirements of this Contract, the following resolution process is employed, except as superseded by other binding processes. Deliverables that do not meet contractual requirements are returned to the Contractor as incomplete.

- a. The Project VMO Contract Manager shall notify the Contractor in writing, within [X] State business days after receipt of each Deliverable, or as mutually agreed upon in the DED, by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
- b. The Contractor shall, within five (5) State business days after initial problem notification, or as mutually agreed upon by the Contractor and the State, respond to the Project VMO Contract Manager by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the Project VMO Contract Manager's initial problem notification within the required time limits may result in immediate Contract termination. In the event of such termination, the State shall pay all amounts due to the Contractor at the Project Director's direction for all work accepted and approved prior to termination.
- c. The Project VMO Contract Manager shall, within [X] State business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether they accept or reject the explanation and/or plan. If the Project VMO Contract Manager rejects the explanation and/or plan, the Contractor submits a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to the Project VMO Contract Manager's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate Contract termination. In the event of such termination, the State shall pay all amounts due to the Contractor at the Project Director's direction for all work accepted and approved prior to termination.
- d. The Project VMO Contract Manager shall, within five (5) State business days of receipt of the revised corrective action plan, notify the Contractor in writing whether the revised corrective action plan proposed by the Contractor is accepted or rejected. Rejection of the revised corrective action plan may result in immediate Contract termination. In the event of such termination, the State shall pay all amounts due to the Contractor at the Project Director's direction for all work accepted prior to termination.

12. Problem Escalation

Problems or issues shall normally be reported in regular status reports or in-person meetings. The parties acknowledge and agree that certain problems or issues may arise that cannot be solved at the lowest level and therefore justify escalated reporting. To this extent, the Contractor Contract Manager shall notify the Project personnel at the first level. The first level Project personnel reviews the problem or issue to determine if it may be resolved or needs to be escalated to the second level. If required, the second level Project personnel reviews and resolves the problem or issue, or escalates to the third level for review and resolution. The Project personnel include, but are not limited to, the following:

- First level – Project VMO Contract Manager
- Second level – Chief of Vendor Accountability, VMO
- Third level – Project Director

13. Insurance Requirements

13.1 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 FI\$Cal Project, State of California, its officers, agents, employees and servants as additional insured's, but only with respect to work performed under this contract.

13.2 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. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

14. Invoicing and Payment

The Contractor may invoice the State for payment of Fixed Priced Deliverables and/or Time and Materials upon approval and acceptance by the State.

- The State FM must pre-approve materials used and their itemized cost.
- The Contractor may invoice the State for periodic Status Reports in the month following delivery and acceptance at the pro-rata cost for that status report.
- The State's payment for a Fixed Priced Deliverable will not exceed the Contractor's amount in the TAP for the Fixed Priced Deliverable.

For all work performed under Task Group ID [X] for Unanticipated Tasks, the Contractor shall submit an invoice per work authorization for all work performed and accepted by the State.

The Contractor costs related to items such as travel and per diem are costs of the Contractor, and shall be inclusive of the rate bid, and will not be paid separately as part of this agreement.

All invoices are subject to a 10% percent withhold. The Contractor may invoice for the 10% withhold at the completion and State approval of all tasks/deliverables outlined in this Contract.

Invoices shall include the following:

- Contract Number XXXX
- Description of the approved work performed [time and materials], Deliverable(s) completed by the Contractor and accepted by the State, or Work Authorization(s)
- [Time and materials] Name of the Contractor staff person who performed the described work
- [Time and materials] Number of approved hours expended by the Contractor staff for each description, cost per hour worked. If the Contractor staff person's time has been previously approved by the State (e.g., via the MSR), reference the approval document
- Cost of each approved material supplied or Deliverable provided
- Total cost, including the ten (10) percent withhold as a line item

Invoices must be submitted not more frequently than monthly in arrears to:

Department of Finance - FI\$Cal Project
Financial Operations Office
Contract Number: XXXX
2000 Evergreen Street, Suite 118
Sacramento, CA 95815

15. Budget Contingency Clause

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

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

16. Prompt Payment Clause

Payment is made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

17. Points Of Contact

Contractor Contact:

Name, Title:
Address:
Phone Number:
Fax Number:
E-mail Address:

Project VMO Contract Manager:

Name:
Address:
Phone Number:
Fax Number:
E-mail Address:

18. State Responsibilities

The State agrees to:

1. Make available to the Contractor, staff knowledgeable in IT program areas.
2. Make available to the Contractor, staff knowledgeable in business program areas.
3. Make available to the Contractor, staff authorized to make decisions on behalf of the Project.
4. Provide access to State documents, teams, and subject matter experts.
5. Provide office space for the duration of the Contract, including: desk, chair, telephone, personal computer, printer access, Internet connection, and a facility to conduct any necessary meetings.

The Project VMO Contract Manager is the contact for all Contractor communications and has the authority to act on all aspects of the services. This person reviews the Contract and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.

The State FM indicated oversees the Contractor's work on a day-to-day basis to ensure the tasks and deliverables of the Contract are completed according the Contract requirements.

19. Contractor Responsibilities

The Contractor agrees to:

1. Leverage state work in progress and the knowledge of state staff to complete all tasks and deliverables in this Contract.
2. Designate a contact to whom all project communications are addressed and who has the authority to act on all aspects of the services. This person reviews the Contract and associated Contract documents with the VMO Contract Manager or their designee to ensure understanding of the responsibilities of both parties.
3. Comply with all applicable Project policies and procedures.
4. Retain independence and avoid undue influence by any internal or external entity while advising the Project staff.
5. Return all Project property, including security badges prior to the Contract term end date.
6. Provide draft results and incorporate, as appropriate, comments provided by the State FM. At the State's request, the Contractor will conduct walkthroughs to discuss preliminary and draft results of their work. This includes collaboration with the State on all deliverables, as necessary.

20. BACKGROUND CHECKS

[Include this section if work to be performed will require access to confidential data.]The Contractor agrees not to engage or continue to engage any persons for the purpose of fulfilling the requirements of this contract if (1) they have a conviction or have pleaded nolo contendere to a crime, or have committed an act involving dishonesty, fraud, or deceit, if the crime or act is substantially related to the qualifications, functions, or duties of the position, or (2) they have been convicted or arrested for a crime, and are free on bail or on their own recognizance pending trial or appeal, where the alleged or actual crime has a reasonable nexus to the information or Data¹ to which the contractor shall have access. The Contractor shall conduct a criminal background check on all Contractor and Subcontractor staff that will have access to Data in the course and scope of their responsibilities related to this Contract. This criminal background check shall be conducted no earlier than six (6) months prior to starting work on this Contract. Within 15 business days of contract award, or immediately following the addition of new staff, the Contractor shall provide a written statement to the VMO Contract Manager stating the date the criminal background check was conducted for each staff listed and certifying that such staff have not committed or been arrested for any of the acts or crimes as outlined above. Additionally, during the term of the contract, the Contractor must notify the Contract Manager

¹ Data includes State's records, client information, files, forms, and financial, statistical, personal, personnel, technical and other sensitive information that will be processed by the Software or that originates from or is provided by the State in connection with this Contract.

immediately upon becoming aware of a staff's arrest or conviction that was not previously documented. The Contractor shall maintain the confidentiality of information gathered under this provision and use it solely to promote the security of the FI\$Cal System.

Deliverable Expectation Document (DED) for: [Deliverable #]

[Insert appropriate DED template if contract contains Deliverables.]

Confidentiality and Non-Disclosure Agreement

1. I will keep all project information, including information concerning the planning, processes, development or procedures of the Project, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless (1) that person has also signed a Confidentiality and Non-Disclosure Agreement, (2) such disclosure is authorized by the Project Director, or (3) such disclosure is between FI\$Cal Steering Committee members and their directorate.
2. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, contractual terms and conditions, concepts, discussions and written or electronic material, unless such information is lawfully obtainable by the general public.
3. I will appropriately store all confidential documents and working papers to protect their confidentiality and ensure they are shredded if no longer needed.
4. I will follow any instructions provided by the Project relating to the confidentiality of Project information.
5. I will notify the Project Director or his/her assistant immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has made or intends to make an unauthorized disclosure of such information.
6. I understand that any unauthorized disclosure I make may be a basis for disciplinary action, civil or criminal penalties, or termination of contract.
7. I understand that if I leave this Project, I must still keep all Project information confidential unless it is publicly available.
8. I understand all confidential information is and shall remain the property of the FI\$Cal Project and/or the Department of Finance.

Signature _____ Date _____

Printed Name _____

Agency/Department/Company _____

Position/Title _____

Telephone _____

E-Mail Address _____

~To be completed prior to beginning work~
Keep copy for self (and contract and/or Contractor's employer) if desired.

Conflict of Interest Certification and Agreement

1. I have no actual or potential economic interest incompatible with my involvement in FI\$Cal. Neither my spouse, registered domestic partner, nor dependent child(ren), if any, have an actual or potential economic interest which would be incompatible with my involvement in FI\$Cal. An economic interest may include:
 - direct or indirect investments in a business entity
 - sources of income received in the 12 months preceding a government decision
 - interests in real property
 - paid or unpaid business positions (e.g., officer, director, employee)
 - gifts or gratuities received in the 12 months preceding a government decision
2. I have not entered and will not enter into any arrangement, agreement or understanding with any business entity, individual, or representative thereof, that might benefit from my involvement in FI\$Cal.
3. I will notify my supervisor if there is any change in any of these certifications.
4. I will not accept any gift, benefit, gratuity or consideration, or establish an economic interest with any business entity, individual or representative thereof, that might benefit from my involvement in FI\$Cal.
5. FOR STATE EMPLOYEES ONLY: [Gov. Code § 19990] I will not engage in any employment, activity or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to my duties as a state officer or employee, including, but not limited to:
 - using the prestige or influence of the State for the private gain or advantage of me or another,
 - using State time, facilities, equipment or supplies for private gain or advantage,
 - using or having access to confidential information available by virtue of state employment for private gain or advantage or providing confidential information to persons unauthorized to receive it,
 - receiving or accepting money or any other consideration from anyone other than the State for the performance of my duties as a state officer or employee,
 - performing private activities which may be subject to control, review, inspection, audit or enforcement by me in my job,
 - receiving or accepting, directly or indirectly, any gift, including a service, money, gratuity, favor, entertainment, hospitality, loan or any other thing of value from anyone who is doing or seeking to do business of any kind with FI\$Cal or whose activities are regulated or controlled by FI\$Cal under circumstances from which it reasonably could be substantiated that the gift was intended to influence me in my official duties or reward my official actions, and
 - subject to any other applicable laws, rules or regulations, not devoting my full time, attention and efforts to my state office or employment during my hours of duty.
6. I understand that a violation of these conflict of interest laws and regulations may result in criminal charges, fines and penalties, and/or disciplinary action up to and including termination.

Mark one: Contractor Staff State Staff

Signature _____ Date _____

Printed Name _____

Agency/Department/Company _____

Position/Title _____ Telephone _____

E-Mail _____

~To be completed prior to beginning work~
Keep copy for self (and contract and/or Contractor's employer) if desired.

APPENDIX M – REQUEST FOR OFFER – CONSULTING SERVICES TEMPLATE

See next page.

REQUEST FOR OFFER
(For IT Consulting Services Only) **[IT-MSA/CMAS] or SB/DVBE Option**
RFO FISCal XXXX

XXXXX Consulting Services

Date: XXXXX XX, 20XX

This is an invitation to review and respond to this Request for Offer (RFO) FISCal XXX-XX. This RFO supports the Financial Information System for California (FI\$Cal) Project hereinafter referred to as “FI\$Cal” or “Project.”

Compliance with the instructions found herein is required. The Statement of Work in Section II describes the services the State requires in this RFO.

To be considered for this RFO, a current **[Information Technology Master Services Agreement (IT-MSA)/California Multiple Award Schedules (CMAS) Contract]** or **[Small Business/Disabled Veteran Business Enterprise Option]** with the Department of General Services (DGS) is required.

Mail or deliver the Offer to the Procurement Contact listed below under Action Items and Dates. If mailed, the Offer must be received by the Offer Submission Due date indicated below. Certified or Registered Mail with Return Receipt service is suggested.

Review the action items listed below and adhere to the dates for each action item. For information about the Project visit www.fiscal.ca.gov.

Action Items and Dates

Release of RFO	XXXXX XX, 20XX
Question Submission Due	XXXXX XX, 20XX, 10:00 AM Pacific Time
Answers to Questions Provided	XXXXX XX, 20XX
Offer Submission Due	XXXXX XX, 20XX, 10:00 AM Pacific Time
Anticipated Interviews Held	XXXXX XX, 20XX
Anticipated Contract Award	XXXXX XX, 20XX
Anticipated Contract Effective	XXXXX XX, 20XX
Procurement Contact	XXXXX XXXXX FI\$Cal - Vendor Management Office Department of Finance 2000 Evergreen Street, Suite 116 Sacramento, CA 95815 Email Address: XXXXX.XXXXX@fiscal.ca.gov Phone Number: (916) 576-XXXX

All dates after the Offer Submission Due date (date and time) are approximate and may be changed if needed to allow the State additional time for assessing offers and contract execution.

SECTION I OVERVIEW OF OFFER REQUIREMENTS

1. General Information

1.1 Purpose

[Insert the Information Technology (IT) Consulting Services Procurement Request Form Section C “General Information” here. If additional information is needed it may be included but this section is meant to be a short overview. (e.g. The state requires one XXXX expert with knowledge and expertise to...). None of the page breaks have been edited in the template. After all information is entered, then the line spaces and page breaks for widow and orphan phrases should be revised as the final step to completing this template.]

1.2 Project Background

FISCal is:

- California's major effort to modernize and reengineer the financial business operations of state government on an enterprise-wide basis.
- A partnership of the Department of Finance (Finance), State Controller's Office (SCO), State Treasurer's Office (STO), and the Department of General Services (DGS).
- A technology business transformation project that will enable the State to combine its accounting, budgeting, cash management, and procurement operations into a single integrated financial management system.

FISCal will:

- Eliminate hundreds of independent legacy systems and department-specific applications that now support the State's internal business operations. Because of the decentralized and antiquated nature of the State's business operating systems, the State's financial operations have become highly inefficient and challenging to manage.
- Provide the State with a centralized and integrated system for fiscal information that employs standard data definitions and modern data management processes. The project will use proven technology from a reputable source and leverage best practices and lessons learned from Enterprise Resource Planning (ERP) experts and other projects.

By standardizing business processes, FISCal will eliminate the need for redundant manual input, time-consuming reconciliations, and auxiliary systems and spreadsheets. Standardizing business processes will also increase the accuracy, timeliness, and flexibility of data reporting, improve financial management, and enhance transparency.

The commercial off-the-shelf (COTS) ERP solution being implemented for the new system benefits is the State in greater operational efficiency due to the institution of more effective business practices and the elimination of unnecessary steps.

[Additional background information specific to the services in the RFO may be entered here.]

2. RFO Questions

All questions for this RFO must be emailed to the Procurement Contact by the Due Date in the Action Items and Dates table on Page 1. No telephone responses are allowed. The State may seek clarification for any question received.

If the RFO contains an error known to the firm submitting the offer, or an error that reasonably should have been known, the firm submitting the offer shall submit the offer at its own risk. If the firm submitting the offer fails to notify the State of the error prior to the date fixed for submission of offers, and is awarded the contract, the firm that submitted the offer shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.1 RFO Question Requirements

Submission of a question must include:

- RFO Number
- Firm Name
- Firm's Contact Name
- E-Mail Address
- Telephone Number
- Description of the concern, discrepancy, error or issue
- Identification of the applicable RFO section and page number
- Information useful to the State to identify the specific issue or problem
- Description of any suggested remedy

3. Offer Overview

3.1 Offer Requirements

This RFO and the awarded Offer will be part of the Contract and the Project's Procurement Contract File.

Listed below are the State's requirements for the Offer. Subsequent sections in this RFO describe the following requirements and qualifications in detail:

- Administrative Requirements
- Mandatory Staffing Qualifications
- Staff References
- **Engagement Methodology**
- Interview
- Cost

3.2 Proprietary Information

In response to this RFO, the State will not accept documentation that is marked "Confidential" or "Proprietary." All documents submitted are the property of the State of California. All documents are subject to review by, or release to the public under the California Public Records Act Government Code section 6250 et seq.

3.3 Costs for Developing Offers

The Offeror is responsible for all costs incurred to provide the Offer to the State.

4. Offer Requirements Detail

Offers must contain all data/information requested in this RFO and must conform to the format described. The Offer submitted must provide the information necessary for the State **in the Excel “Attachments Workbook” provided or as separate documents as directed in the “Attachments Workbook”** to validate the staff included in the Offer have the ability to perform the tasks and activities defined in this RFO Section II, Statement of Work (SOW).

4.1 Scoring Information and Methodology

Points are scored as follows:

[Insert the RFO Procurement Worksheet, Page 1, Section D “Scoring Information” table. Highlight the table, then copy and paste it here.]

Selection Criteria	Possible Points
Administrative Requirements	Pass/Fail
Mandatory Staffing Qualifications	Pass/Fail
Staff References	### points
Engagement Methodology	### points
Interviews	### points
Cost	500 points
Subtotal	1,000 points

Each Offer received by the Offer Submission Due date will be assessed and scored in the following manner:

Offers that meet the Administrative Requirements and the Mandatory Staffing Qualifications will move forward in the assessment and scoring process.

Staff References, Engagement Methodology, Interview, and Cost points will be determined for the qualified Offers.

The Offer with the highest total score is the best value. The State will execute a contract for the Offer scored as the best value.

4.2 Attachment A – Administrative Requirements

Offers received by the Offer Submission Due Date, must comply with Administrative Requirements by submitting all documents listed on the “Attachment A – Offer Checklist” worksheet in the “Attachments Workbook”.

4.3 Attachment B – Contact Information

Each Offer must include all the required contact information on the “Attachment B – Contact Info” worksheet in the “Attachments Workbook”.

4.4 Attachments C and D – The Staffing Qualifications

4.4.1 Attachment C – Mandatory Staffing Qualifications

All information requested in each “Attachment C – Mandatory # X-X, Résumé Cross References” worksheet in the “Attachments Workbook”, must be completed. Each “Attachment C” worksheet identifies each Mandatory Staffing Qualification for this RFO. All Offers submitted must provide specific information in the résumé that clearly describes how their staff’s experiences meet each Mandatory Staffing Qualification and indicate the start and end dates for each job experience including the percentage of time Full Time Equivalent (FTE) that the offered staff worked on the engagement. All the offered staff must meet all the Mandatory Staffing Qualifications.

The offered staff must have obtained the job experience reported in the Attachment C Worksheets in the past 10 years.

The firm submitting the Offer will be **required** to provide and maintain the requisite experienced staff on the Project at all times during the Contract.

The table directly below provides a listing of the Mandatory Staffing Qualifications for this RFO.

[Insert the table from the RFO Procurement Worksheet Attachment 1 “Mandatory Staffing Qualifications”. Highlight the table, then copy and paste it here.]

4.4.2 Résumés

For each staff offered, a résumé must be submitted. The firm submitting the Offer must ensure that résumés clearly indicate the specific experience and employment time frames for their staff and that the résumés are consistent with information in each “Attachment C – Mandatory #, Résumé Cross References” worksheet in the “Attachments Workbook”. The experience presented may be validated with the “Contact” provided in the “Résumé Cross References” worksheet.

4.4.3 Attachment D – Staff References

For the staff member(s) offered, an “Attachment D – Staff Reference Staff #X-X” worksheet(s) in the “Attachments Workbook” must be completed. For each offered staff person requires three (3) different staff References. (See additional staff reference requirements in the worksheet(s).)

4.5 Attachment E - Unanticipated Tasks

[Refer to the RFO Procurement Worksheet Page 1 Section E “Statement of Work”. If the box labeled “Yes” is checked, include this section and the information below in this RFO. Otherwise, exclude this section from this RFO.]

All offers submitted must provide a completed “Attachment E – Unanticipated Tasks” worksheet in the “Attachments Workbook”. The firm submitting the Offer shall set aside 10 percent of the total contract value for Unanticipated Tasks, and document the total amount available for unanticipated tasks in Attachment G – Cost Detail.

4.6 Attachment F – Engagement Methodology

[The Engagement Methodology is optional. Refer to the RFO Procurement Worksheet. If the RFO Procurement Worksheet provides a completed Attachment 4 Table 1, highlight and copy Table 1.

If the RFO Procurement Worksheet does not provide a completed Attachment 4, Table 1, remove this section from this RFO.]

The firms submitting an Offer must describe their Engagement Methodology. In each block of the Engagement Methodology table below, each arrow shows the criteria required in the response. Each block in the Engagement Methodology requires a narrative or separate document response.

The response to item #1 below must be provided in the “Attachment F – Task/Deliverable Methodology for Task ID” Forms for each Task Group ID X-X in the “Attachments Workbook”. ***Each Task/Deliverable Methodology Form for each Task Group ID must not exceed three pages in length.***

The responses to items #X - #X are to be provided in the “Attachment F – Engagement Methodology Narrative Form” worksheet in the “Attachments Workbook” or in a separate document as directed in the “Attachments Workbook”.

Please note any specific restrictions on response length for the individual items. The Engagement Methodology is assessed based on its alignment with industry standards and best practices for the Project components identified in the SOW and requirements stated below.

[Paste Attachment 4 Table 1 here]
 SAMPLE:

1.	<p>Provide the Offeror’s methodology to complete Task Group IDs 4-X, including specific industry standards and best practices that will be followed.</p> <ul style="list-style-type: none"> ⇒ Methodologies are described for each Task Group separately on the form provided in Attachment G. Each form for each Section II.6 Task Group IDs 4-X is no longer than three (3) pages each. Therefore, the entire response to this item may not exceed XX pages in length. ⇒ Methodology uses proven and appropriate industry standards, technologies and best practices as the basis for work performed. Specifically, the Offeror and staff have used standards from IEEE and State standards from the California Technology Agency (Technology Agency) and these standards are included in the methodology proposed. ⇒ Methodology completely describes the technical approach for each task. ⇒ Methodology demonstrates the Offeror understands the scope of the engagement.
2.	<p>Describe how the Offeror plans to interact with the client and stakeholders.</p> <ul style="list-style-type: none"> ⇒ The offer specifically outlines expectations the Offeror has of the client and stakeholders in order to ensure a constructive working relationship and successful Contract outcome.
3.	<p>Provide a description of how the proposed Offeror’s staff will be managed throughout the Contract.</p> <ul style="list-style-type: none"> ⇒ Methodology for managing proposed Offeror’s staff ensures continuity and availability of qualified ⇒ If the proposed individual is a subcontractor, a description of the Contract duties performed by the Offeror indicates that they are performing a commercially useful function.
4.	<p>Option 1 – multiple team members requested</p> <p>Provide a proposed Contract team organization chart.</p> <ul style="list-style-type: none"> ⇒ A Contract team organization chart is provided with roles and responsibilities for all proposed staff and any other staff of the Offeror’s organization. <p>Option 2 – one contractor staff requested</p> <p>Describe the reporting relationship of the proposed staff member or subcontractor to the Offeror.</p> <ul style="list-style-type: none"> ⇒ The reporting relationship of the proposed staff member or subcontractor to the Offeror is described.
5.	<p>(Optional) Provide the proposed project work plan in Microsoft Project.</p> <ul style="list-style-type: none"> ⇒ Each task is included on the project work plan and the order, content, and duration of tasks support successful completion of the work within the project schedule.
6.	<p>(Optional) Provide a document developed by a proposed staff member (at least 50 percent authorship) from a former project that demonstrates the Offeror is qualified to perform the tasks of this RFO.</p> <ul style="list-style-type: none"> ⇒ The subject of the document provided relates directly to the tasks of this Offer and was authored by a proposed staff member.
7.	<p>(Optional) List the top three (3) risks for each task group and their mitigation strategies. List assumptions and constraints affecting completion of each Task Group. The response for each Task Group must not exceed one (1) page in length. This item addresses XXXX (#) Task Groups so the entire item must not exceed XXXX (#) pages.</p> <ul style="list-style-type: none"> ⇒ At least three risks and their mitigation strategies are presented for each Task Group 4 - X. At least one (1) assumption and one (1) constraint are provided for each Task Group. Responses to these items indicate an understanding of potential issues and risks for this engagement and a proactive method for mitigating them. The response for each Task Group is no more than one (1) page and the response to the entire item is no more than four (4) pages.

4.7 Interview

All offered staff must participate in the interview. Interview questions might include the following areas:

- The offered staff's understanding of the scope of work, objectives, and major activities that they must perform to complete the work, including examples from previous projects that validate the ability to perform the work.
- The specific activities that the offered staff must perform to complete the required work (e.g., the best practices and specific industry and/or government standards that the firm submitting the Offer will follow to complete tasks/deliverables and accomplish Project goals).
- Specifically, the staff offered should be prepared to address this engagement, including process/artifact assessment tools and techniques, high level procedures that they will use, and communication strategies that they will use to ensure successful completion of the Tasks/Deliverables. Additionally, the firm providing the Offer should be prepared to discuss the depths of analyses that they will use to record, report, prepare, and present information.
- The offered staff's expectations for project members and stakeholders outside its own team.
- The offered staff's team qualifications and abilities, including technical skills related to the services required.

4.8 Attachment G – Cost Detail

Firms submitting an Offer shall provide the Classifications, the corresponding Classification rates, and the hours per classification in the "Attachment X – Cost Detail" worksheet in the "Attachments Workbook". Follow the directions in that attachment worksheet to complete the calculated total for the Offer.

The total cost of the Offer **may not exceed** the budgeted amount of **\$###,###**. **This budgeted amount includes the set aside of 10 percent of the total contract value for Unanticipated Tasks.**

4.9 Attachment H – Subcontractor Information

Firms submitting an Offer using subcontractors shall complete the "Attachment H – Subcontractor Information" worksheet in the "Attachments Workbook" providing all required information in the attachment. Disregard this worksheet if no subcontractors are used.

ATTACHMENTS A-H

A MicroSoft (MS) Excel Workbook, "Attachments Workbook", is attached as a separate document in the RFO e-mail. Complete all the Attachment worksheets in the MS Excel file provided according to the instructions in each worksheet. Separate documents may only be provided as directed in the Administrative Requirements or the "Attachments Workbook".

CONFIDENTIAL

SECTION II – STATEMENT OF WORK**Contractor's Name****IT-Master Services Agreement (MSA)/California Multiple Award Schedules (CMAS) #X-XX-XX-XXX****XXXXX Consulting Services****Financial Information System for California (FI\$Cal)**

This Statement of Work (SOW) reflects the services to be provided by <Contractor name>, hereinafter referred to as the “Contractor,” for the Financial Information System for California (FI\$Cal) project, and hereinafter referred to as “FI\$Cal” or “Project”.

For IT-MSA

The Information Technology (IT) General Provisions for IT services for this SOW (GSPD-401IT, revised and effective 11/27/2013) published at http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT13_1127.pdf and the Contractor's Information Technology MSA Agreement Number referenced above are hereby incorporated and made part of this Contract by reference.

For CMAS

The terms and conditions for this SOW's IT CMAS services (GSPD-401IT-CMAS General Provisions – Information Technology effective 8/1/2010) published at <http://www.documents.dgs.ca.gov/pd/cmas/MASTCIT8-10.pdf> and the Contractor's Information Technology CMAS Agreement Number referenced above are hereby incorporated and made part of this Contract by reference.

1. Scope and Description

[Insert the final narrative provided in the RFO Procurement Worksheet Attachment 5 “Scope of Services”.]

2. Term

The term of this Contract is from the date the Contract is effective Month Day, 4-digit Year through [Insert date from the Procurement Request Form, Section C, “General Information”, “Contract End Date” block in Month Day, 4-digit Year format].

The Contractor shall not be authorized to deliver or commence performance of services as described in the SOW until written approval has been obtained from all entities. Any delivery or performance of service commenced prior to the Contractor obtaining all written approvals shall be considered voluntary on the part of the Contractor.

If identified tasks and/or deliverables in the executed Contract are not completed within the period of performance, and unspent funds remain in the Contract, the Project may extend the term of the Contract to a maximum of 12 months, to complete identified tasks and/or deliverables, at the originally agreed-upon hourly rates, ensuring that total Contract costs are not exceeded.

3. Follow-On Contracts**For IT-MSA**

GSPD 401-IT (revised 11/27/2013); Provision 47 Follow-On Contracts applies. The Department of General Services' General Provisions – Information Technology are available at http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT13_1127.pdf

For CMAS

GSPD-401IT-CMAS (revised 8/2010); Provision 43 Follow-On Contracts applies. The Department of General Services' CMAS General Provisions – Information Technology are available at <http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx>

An example of a follow-on contract would be a Contractor providing project management or oversight services could not also provide independent verification and validation services.

4. Conflict of Interest

No consultant shall be paid out of State funds for developing recommendations on the acquisition of IT goods or services or assisting in the preparation of a feasibility study, if that consultant is to be a source of such acquisition or would otherwise directly and/or materially benefit from the State adoption of such recommendations or the course of action recommended in the feasibility study. Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus IT products if that consultant would directly and/or materially benefit from State adoption of such recommendations.

For additional information on determining whether a conflict exists, or would conflict-out a vendor for bidding on future Project opportunities, refer to State Administrative Manual Management Memorandum 07-04 at http://www.documents.dgs.ca.gov/osp/sam/memos/MM07_04.pdf.

5. Contract Cost

The total cost of this Contract is not to exceed \$###,### [Insert the total cost amount from the winner offer's "Attachment G – Cost Detail" worksheet in their "Attachments Workbook"].

The total cost dollars associated with each fiscal year are approximate and may be redirected between fiscal years upon agreement between the Contractor and the State via an updated Task Accomplishment Plan (TAP). No Contract amendment is necessary.

The TAP specifies the Contractor's amount for Fixed Priced Deliverables and/or Time and Materials. The State's payment for a Fixed Priced Deliverable will not exceed the Contractor's TAP amount for the Fixed Priced Deliverable.

6. Contractor Tasks and Responsibilities

The State requires that all tasks be completed and delivered to the State on or before the due date. All deliverables, standards, processes, plans and applicable reference materials must be available to the State upon request. The Project reserves the right to request an in-depth written and/or oral presentation of findings and/or recommendations put forth by the Contractor.

The Contractor is **required** to provide and maintain the requisite experienced staff on the Project at all times during the Contract.

6. Tasks and Deliverables

The following table describes the Tasks and Deliverables required under the terms of this Contract. Payments will be made on a Fixed Priced Deliverable and/or Time and Materials basis. The total cost of the Task Accomplishment Plan (TAP) may be invoiced after submission by the Contractor and acceptance by the State. Any revisions to the TAP will be at the Contractor's expense.

[Insert Table 1 provided in the RFO Procurement Worksheet Attachment 6 "Description of Tasks and Deliverables".]

7. Unanticipated Tasks

The Contract value will include ten percent of the total Contract amount for unanticipated tasks.

These funds may be used at the State's discretion. Unanticipated tasks are exercised as needed and shall be optional throughout the term of this Contract. Work for unanticipated tasks will be assigned and agreed to in writing by the Contractor and the State via a Work Authorization (to be provided by the Project) and a revised TAP before the work may commence. The rates for unanticipated tasks must not exceed the hourly rates established for the unanticipated tasks in this Contract and the total expenditures for unanticipated tasks shall not exceed the total amount set aside for unanticipated tasks as established in the Contractor's Cost Detail.

8. Contractor Staff

8.1 Reassignment of Contractor Staff

The Contractor shall not reassign personnel assigned to the executed Contract during the term of the Contract without prior written approval of the Project. If a Contractor's staff becomes unable to perform duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide a suitable substitute.

All replacement staff shall meet [IT-MSA/CMAS] requirements and the Mandatory Staffing Qualifications listed in each "Attachment C – Mandatory # X-X, Résumé Cross References" worksheet in the "Attachments Workbook". Each Attachment C worksheet identifies each Mandatory Staffing Qualification for this contract and all the applicable worksheets must be revised for the Contractor staff person they are replacing. The Contractor has a minimum of five (5) State business days to submit:

- Contractor Additional/Substitute Staff Request Form (to be provided by the Project)
- Résumé(s) for the replacement(s)
- Revised "Attachment C – Mandatory # X-X, Résumé Cross References" worksheets in the "Attachments Workbook"
- A revised TAP

The submission is reviewed by the Project's Vendor Management Office (VMO) Contract Manager, to ensure replacement staff meet or exceed the Mandatory Staffing Qualifications in the Contractor's completed "Attachment C – Mandatory # X-X, Résumé Cross References" worksheets in the "Attachments Workbook". The State Functional Manager (FM) will review the forms received, may interview the replacement staff, and if their substitution is approved, will sign the Contractor Additional/Substitute Staff Request Form. The Project VMO Contract Manager will return the form to the Contractor as formal approval. Upon notification from the Project VMO Contract Manager and receipt of the approved Contractor Additional/Substitute Staff Request Form, the replacement staff may begin work.

Replacement staff shall not automatically receive the hourly rate of the individual or classification being replaced. The Project and the Contractor shall negotiate the hourly rate of any replacement staff to the Contract. The hourly rate negotiated shall be dependent, in part, upon the experience and individual skills of the replacement. The negotiated rate must not exceed the classification hourly rate stated in the Contract for the individual being replaced.

8.2 Additional Contractor Staff

The Contractor may assign additional staff to the Contract with mutual agreement between the Contractor and the State, if not prohibited by other Contract documents. Additional staff must meet all Mandatory Staffing Qualifications required for each of the Contractor staff classifications and be assigned to pre-existing work identified within the scope of this Contract. The Contractor shall submit:

- Contractor Additional/Substitute Staff Request Form (to be provided by the Project)
- Résumé(s) for the replacement(s)
- Revised "Attachment C – Mandatory # X-X, Résumé Cross References" worksheets in the "Attachments Workbook"
- A revised TAP

The submission is reviewed by the Project VMO Contract Manager to ensure additional staff meets the Mandatory Staffing Qualifications the Contractor's completed "Attachment C – Mandatory # X-X, Résumé Cross References" worksheets in the "Attachments Workbook". The State FM will review the forms received, may interview the additional staff, and if their addition is approved, will sign the Contractor Additional/Substitute Staff Request Form. The Project VMO Contract Manager will return the form to the Contractor as formal approval. Upon notification from the Project VMO Contract Manager and receipt of the approved Contractor Additional/Substitute Staff Request Form, the additional staff may begin work.

The cost of additional staff must not exceed the maximum amount allotted for this Contract.

8.3 Requirement to Sign a Confidentiality and Non-Disclosure Agreement and Conflict of Interest Certification and Agreement

The Contractor, subcontractor, and staff are required to sign a Confidentiality and Non-Disclosure Agreement, and a Conflict of Interest Certification and Agreement (provided as Exhibits II and III) prior to commencing work identified in this Contract.

8.4 Requirement to File a Statement of Economic Interests

Staff engaged in performing the consulting tasks described in this Contract must complete a Statement of Economic Interests (Form 700), unless otherwise provided by Government Code section 81000 et seq. The completed Form 700 must be submitted prior to beginning work and annually thereafter. The Form 700 is reviewed prior to the Contractor beginning work to determine if there is a conflict of interest. The annual renewal Form 700 must be received before the expiration of the previously submitted Form 700. Noncompliance may be cause for termination of this Contract.

8.5 Requirement to Complete Ethics Training Certification

Staff engaged in performing the consulting tasks described in this Contract must complete the Ethics Training Course for State Officials, provided on the State of California Office of the Attorney General website at <http://ag.ca.gov/ethics/index.htm> if required to complete a Form 700. The certifications for the staff, provided at the end of this training must be submitted to the Project VMO Contract Manager no later than thirty (30) days after work starts on the Contract.

9. Document Format

Unless explicitly stated otherwise in this SOW, all tasks/reports must be provided in a format compatible with the Project's standard applications (i.e., MS Office) at the time of Contract award. For all tasks/reports identified in the table above, the format and content must be pre-approved by the State.

Electronic versions must be stored in a Project-designated central repository and remain the sole property of the Project. The delivery media must be compatible with the Project storage devices.

10. Tasks/Deliverables Review and Acceptance Criteria

It shall be the State's sole determination as to whether a task/deliverable has been successfully completed and is acceptable to the State.

10.1 Tasks/Deliverables Process

- One hard copy and one soft copy of each task/deliverable shall be delivered to the Project VMO Contract Manager with the associated DED by the agreed upon date for review. The Project VMO Contract Manager will immediately provide a copy to the FM. This procedure may change with the full implementation of the Project's electronic document management application.
- Unless agreed otherwise, the State FM's review time of the task/deliverable shall not be more than five (5) State business days. The State FM, in agreement with the Contractor, may establish a longer period for review in consideration of the scope of the task/deliverable.
- Should revisions to the document be requested, the Contractor will receive written notice from the Project VMO Contract Manager. The Contractor will review responses, make appropriate adjustments and resubmit the task/deliverable to the Project VMO Contract Manager for acceptance within five (5) State business days of receiving revisions.
- The State FM, at his/her discretion, may allow a period longer than the five (5) State business days considering the scope of changes.
- Unless otherwise agreed upon, the State FM's review time after receipt of the revised task/deliverable shall not be more than five (5) State business days.

- The Contractor shall not change a task/deliverable that has been accepted by the State FM without the State FM's approval.

10.2 Tasks/Deliverables Acceptance

The State FM's acceptance of tasks/deliverables shall be based upon the following:

- Task/Deliverable documents must be comprehensive in level of detail and quality, which the State FM has established and requires of this Contract.
- Task/Deliverable documents must be organized in a structured manner and be professional in presentation.
- Task/Deliverable documents must be consistent throughout in style and quality. If the document is the composite effort of two or more people within the project, the document must be edited for style and consistency.
- Final tasks/deliverables that meet contractual requirements are approved by the State FM.

11. Tasks/Deliverables Not Meeting Requirements

Should the work performed or work product produced by the Contractor fail to meet the minimum State conditions, requirements, or other applicable standards, specifications, or guidelines, the following resolution process is employed, except as superseded by other binding processes. Tasks/Deliverables that do not meet contractual requirements are returned to the Contractor as incomplete.

- The Project VMO Contract Manager shall notify the Contractor in writing, within five (5) State business days after receipt of each task/deliverable or after completion of each phase of service, of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
- The Contractor shall, within five (5) State business days after initial problem notification, respond to the Project VMO Contract Manager by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the Project VMO Contract Manager's initial problem notification within the required time limits may result in immediate Contract termination. In the event of such termination, the State shall pay all amounts due to the Contractor at the Project Director's direction for all work accepted and approved prior to termination.
- The Project VMO Contract Manager shall, within five (5) State business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether they accept or reject the explanation and/or plan. If the Project VMO Contract Manager rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to the Project VMO Contract Manager's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate Contract termination. In the event of such termination, the State shall pay all amounts due to the Contractor at the Project Director's direction for all work accepted and approved prior to termination.
- The Project VMO Contract Manager shall, within five (5) State business days of receipt of the revised corrective action plan, notify the Contractor in writing whether the revised corrective action plan proposed by the Contractor is accepted or rejected. Rejection of the revised corrective action plan may result in immediate Contract termination. In the event of such termination, the State shall pay all amounts due to the Contractor at the Project Director's direction for all work accepted prior to termination.

12. Problem Escalation

Problems or issues shall normally be reported in regular status reports or in-person meetings. The parties acknowledge and agree that certain problems or issues may arise that cannot be solved at the lowest level and therefore justify escalated reporting. To this extent, the Contractor's Contract Manager shall notify the Project personnel at the first level. The first level Project personnel will review the problem or issue to determine if it may be resolved or needs to be escalated to the second level. If required, the second level Project personnel will review and resolve the problem or issue, or escalate to the third level for review and resolution. The Project personnel include, but are not limited to, the following:

- First level – Project VMO Contract Manager
- Second level – Chief of Vendor Accountability, VMO
- Third level – Project Director

13. Payment

The Contractor may invoice the State for payment of Fixed Priced Deliverables and/or Time and Materials upon approval and acceptance by the State.

- The State FM must pre-approve materials used and their itemized cost.
- The Contractor may invoice the State for periodic Status Reports in the month following delivery and acceptance at the pro-rata cost for that status report.
- **The State's payment for a Fixed Priced Deliverable will not exceed the Contractor's amount in the TAP for the Fixed Priced Deliverable.**

All invoices for Fixed Priced Deliverables and Time and Materials will be subject to a 10 percent withhold. The Contractor may invoice the State for the 10 percent withhold at the completion and State approval of all tasks/deliverables outlined in this Contract. Invoices shall include the following:

- Contract Number—**[FISCal XXX-XX (for STD 213s) or FIS XXXX-XX (for STD 65s)]**
- Description of approved work performed
- Name of the Contractor staff person who performed the described work
- Number of approved hours expended by the Contractor staff for each description, cost per hour worked. If the Contractor staff person's time has been previously approved by the State (e.g., via the MSR), reference the approval document
- Cost of each approved material supplied, if applicable
- Name of the approved task/deliverable completed by the Contractor and accepted by the State
- Cost of each approved deliverable provided
- Total cost, including the ten percent withhold as a line item

Invoices must be submitted not more frequently than monthly in arrears to:

Department of Finance - FISCal Project
 Contract Number: **[FISCal XXX-XX (for STD 213s) or FIS XXXX- XX (for STD 65s)]**
 Financial Operations Office
 2000 Evergreen Street, Suite 118
 Sacramento, CA 95815

14. Prompt Payment Act

Payment for services performed under this Agreement shall be made within 45 days from receipt of an undisputed invoice in accordance with the State of California's Prompt Payment Act (Government Code §927 et seq.).

15. Points Of Contact

Contractor Contact:

Name, Title:

Address:

Phone Number:

Fax Number:

E-mail Address:

Project VMO Contract Manager:

Name: **First Name Last Name**

Address: **FISCal, Vendor Accountability Unit**

2000 Evergreen Street, Suite 116
Sacramento, CA 95815

Phone Number: (916) 576-XXXX
Fax Number: (916) 576-1803
E-mail Address: firstname.lastname@fiscal.ca.gov

16. State Responsibilities

The State agrees to:

- Make available to the Contractor, staff knowledgeable in IT program areas
- Make available to the Contractor, staff knowledgeable in business program areas
- Make available to the Contractor, staff authorized to make decisions on behalf of the Project
- Provide access to State documents, teams, and subject matter experts
- Provide office space for the duration of the Contract, including desk, chair, telephone, personal computer, printer access, Internet connection, and a facility to conduct any necessary meetings

The Project VMO Contract Manager is the contact for all Contractor communications and has the authority to act on all aspects of the services. This person will review the Contract and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.

The State FM oversees the Contractor's work on a day-to-day basis to ensure the tasks and deliverables of the Contract are completed according to Contract requirements.

17. Contractor Responsibilities

- The Contractor shall designate a contact to whom all project communications are addressed and who has the authority to act on all aspects of the services. This person will review the Contract and associated Contract documents with the Contract Manager to ensure understanding of the responsibilities of both parties.
- The Contractor shall comply with all applicable Project policies and procedures.
- The Contractor shall retain independence and avoid undue influence by any internal or external entity while advising the Project staff.
- Prior to termination of the Contract, the Contractor shall return all Project property, including security badges.
- The Contractor should expect to provide draft results and to incorporate, as appropriate, comments provided by the State FM. The Contractor should expect to conduct walkthroughs to discuss preliminary and draft results of their work.

18. Subcontractors

The Contractor may, with the approval of the Project Director, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. Any such Project approval may be rescinded for reasonable cause. The Contractor is responsible and liable for the proper performance of, and the quality of any work performed by any and all subcontractors. The Project reserves the right to reject or refuse admission to any subcontractor personnel whose workmanship, in the reasonable judgment of the Project, is deemed to be substandard. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Project for any breach in performance of the Contractor's duties.

The Contractor warrants and agrees that any subcontract resulting from its performance under the terms and conditions of the Contract and associated [IT-MSA/CMAS] shall include a provision that the subcontractor shall abide by the terms and conditions of the Contract and associated [IT-MSA/CMAS], as well as all other applicable federal and state laws, rules, and regulations pertinent hereto that have been or may hereafter be established. Also, the Contractor warrants and agrees that all subcontracts shall include a provision that the subcontractor shall indemnify and hold harmless the Project to the same extent as provided in the [IT-MSA/CMAS]. Any agreement between the Contractor and its subcontractors shall require the subcontractors to adhere to the same performance standards and other standards required of the Contractor.

The Contractor shall not change subcontracted companies if such change conflicts with the work to be performed under the Contract. The Project recognizes that changes to Subcontractor(s) may be necessary and in the best

interest of the Project; however, advance notification of a contemplated change and the reasons for such change shall be made to the Project no less than ten (10) State business days prior to the existing Subcontractor's termination. If this should occur, the Contractor will be required to submit a revised GSPD 05-105 published at <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf> and should be aware that the Project Director or designee shall approve any changes to the Subcontractor(s) in writing prior to the termination of the existing Subcontractor(s) and hire of the new subcontractor(s). This also includes any changes made between submittal of the quote and actual start of the Contract.

19. Travel

Travel expenses are not reimbursable under this Contract.

[If travel is allowed use the following language here. Work with the VMO to determine what types of travel the Project is willing to reimburse (i.e., mileage, hotel, per diem, etc.)]

Travel must be authorized by FISCal prior to the date the travel is to take place. The contractor shall submit copies of the Travel Expense Claims and Travel Expense Receipts, reimbursed to their personnel when invoicing for travel required in this contract. Travel detail shall be included in the invoices separate from other expenses. The Contractor's staff are eligible for long-term travel per diem and short-term travel allowances. Reimbursement for mileage, lodging, per diem, and conferences shall be in accordance with the provisions of the Department of Personnel Administration (DPA), Regulation 599.619 as it applies to "excluded" employees and limited to actual costs incurred. Reimbursement for transportation by privately owned automobile shall be in accordance with DPA Regulation 599.631 as it applies to "excluded" employees.

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Exhibit I

Cost Detail

Insert the winning offer's "Attachment G – Cost Detail" worksheet in their "Attachments Workbook".

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Exhibit II**Confidentiality and Non-Disclosure Agreement**

1. I will keep all project information, including information concerning the planning, processes, development or procedures of the Project, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless (1) that person has also signed a Confidentiality and Non-Disclosure Agreement, (2) such disclosure is authorized by the Project Director, or (3) such disclosure is between FI\$Cal Steering Committee members and their directorate.
2. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, contractual terms and conditions, concepts, discussions and written or electronic material, unless such information is lawfully obtainable by the general public.
3. I will appropriately store all confidential documents and working papers to protect their confidentiality and ensure they are shredded if no longer needed.
4. I will follow any instructions provided by the Project relating to the confidentiality of Project information.
5. I will notify the Project Director or his/her assistant immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has made or intends to make an unauthorized disclosure of such information.
6. I understand that any unauthorized disclosure I make may be a basis for disciplinary action, civil or criminal penalties, or termination of contract.
7. I understand that if I leave this Project, I must still keep all Project information confidential unless it is publicly available.
8. I understand all confidential information is and shall remain the property of the FI\$Cal Project and/or the Department of Finance.

Signature _____ Date _____

Printed Name _____

Agency/Department/Company _____

Position/Title _____

Telephone _____

E-Mail Address _____

~To be completed prior to beginning work~

Keep copy for self (and contract and/or offering firm's employer) if desired

Exhibit III

Conflict of Interest/Incompatible Activities Certification and Agreement

1. I have no actual or potential economic interest incompatible with my involvement in FISCal. Neither my spouse, registered domestic partner, nor dependent child(ren), if any, have an actual or potential economic interest which would be incompatible with my involvement in FISCal. An economic interest may include:
 - direct or indirect investments in a business entity
 - sources of income received in the 12 months preceding a government decision
 - interests in real property
 - paid or unpaid business positions (e.g., officer, director, employee)
 - gifts or gratuities received in the 12 months preceding a government decision
2. I have not entered and will not enter into any arrangement, agreement or understanding with any business entity, individual, or representative thereof, that might benefit from my involvement in FISCal.
3. I will notify my supervisor if there is any change in any of these certifications.
4. I will not accept any gift, benefit, gratuity or consideration, or establish an economic interest with any business entity, individual or representative thereof, that might benefit from my involvement in FISCal.
5. FOR STATE EMPLOYEES ONLY: [Gov. Code § 19990] I will not engage in any employment, activity or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to my duties as a state officer or employee, including, but not limited to:
 - using the prestige or influence of the State for the private gain or advantage of me or another,
 - using State time, facilities, equipment or supplies for private gain or advantage,
 - using or having access to confidential information available by virtue of state employment for private gain or advantage or providing confidential information to persons unauthorized to receive it,
 - receiving or accepting money or any other consideration from anyone other than the State for the performance of my duties as a state officer or employee,
 - performing private activities which may be subject to control, review, inspection, audit or enforcement by me in my job,
 - receiving or accepting, directly or indirectly, any gift, including a service, money, gratuity, favor, entertainment, hospitality, loan or any other thing of value from anyone who is doing or seeking to do business of any kind with FISCal or whose activities are regulated or controlled by FISCal under circumstances from which it reasonably could be substantiated that the gift was intended to influence me in my official duties or reward my official actions, and
 - subject to any other applicable laws, rules or regulations, not devoting my full time, attention and efforts to my state office or employment during my hours of duty.
7. I understand that a violation of these conflict of interest laws and regulations may result in criminal charges, fines and penalties, and/or disciplinary action up to and including termination.

Mark one: Contractor Staff State Staff

Signature _____ Date _____

Printed Name _____

Agency/Department/Company _____

Position/Title _____ Telephone _____

E-Mail _____

~To be completed prior to beginning work~
Keep copy for self (and contract and/or offering firm's employer) if desired

**ATTACHMENT A
Offer Checklist**

INSTRUCTIONS:

Column A-C Firm Submitting the Offer	Enter the name of the firm submitting the offer in Columns A-C in the red text area. This will populate all the subsequent worksheets with the name entered. Please provide information only in cells highlighted in yellow in this worksheet and throughout this workbook.
--------------------------------------	---

Firm Submitting the Offer: Enter Name of Firm Here

All qualified Offers must include the following items and requirements:

Administrive Item/Requirement	Status	
1	Offer was submitted by the Offer Submission Due date. (Offers not received by the date and time specified on page 1, under Action Items and Dates will be rejected.)	<input type="checkbox"/>
2	All copies are sealed under cover, plainly marked with the RFO Number (i.e., "RFO FISCal XXXX") and include: <ul style="list-style-type: none"> • One (1) hard-copy of the offer marked "Master Copy." If discrepancies are found between two (2) or more copies of the offer, the offer may be rejected. However, if not so rejected, the Master Copy will provide the basis for resolving such discrepancies. If one (1) copy of the offer is not clearly marked "Master Copy," the State may at its sole option select, immediately after offer opening, one (1) copy to be used as the Master Copy. • Three (3) additional hard-copies • One (1) electronic copy on a compact disk (CD), that contains a complete PDF (Portable Document Format) copy of the Master hard-copy of the offer submitted, plainly marked with the RFO Number. A copy of Attachment C – Staffing Plan and Cost Detail Table, Attachment D – Resource Cross Reference Table, and Attachment F – Staff References, which are in their MS Excel format. 	<input type="checkbox"/>
3	A complete copy of the [IT-MSA/CMAS] contract, including the rate schedule is provided.	<input type="checkbox"/>
4	A copy of the current, and the subcontractor's Small Business and/or Disabled Veteran Business Enterprise certifications from the DGS is included, if applicable.	<input type="checkbox"/>
4	If a SB/DVBE subcontractor is used, a Bidder declaration (GSPD-05-105 at http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf must be completed and is included.	<input type="checkbox"/>
5	A cover letter is submitted and signed by a person authorized to contractually bind the submitting firm's company. [For IT-MSA Only] The letter includes the name of the DVBE being used, and the percentage of the DVBE participation is provided.	<input type="checkbox"/>
6	A copy of the current Secretary of State Certification is provided.	<input type="checkbox"/>
7	[For CMAS] - A copy of the Certificate of Liability Insurance is provided, as required in the CMAS General Provisions- Information Technology, GSPD-401IT-CMAS, Item 20, Page 5. Refer to www.documents.dgs.ca.gov/pd/cmas/MASTCIT8-10.pdf	<input type="checkbox"/>
8	[For IT-MSA] - A copy of the Certificate of Liability Insurance, equal to or greater than \$1,000,000 with the State of California, or a performance bond in the amount of 50 percent of the contract price is provided.	<input type="checkbox"/>
9	[For CMAS] - A Certificate of Workers Compensation Insurance is provided, as required in the CMAS General Provisions- Information Technology, GSPD-401IT-CMAS, Item 20, Page 5. Refer to www.documents.dgs.ca.gov/pd/cmas/MASTCIT8-10.pdf	<input type="checkbox"/>
10	[For IT-MSA] - A Certificate of Workers Compensation Insurance is provided.	<input type="checkbox"/>
11	A signed Payee Data Record, form STD. 204 is included. For an electronic copy of the form, go to http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf	<input type="checkbox"/>
12	A completed Attachments Workbook is provided. A copy of all staff members identified in the offer have résumés provided and the Attachment Workbook includes: "Attachment A - Offer Checklist" "Attachment B - Contact Info" "Attachment C - Mandatory #-#, Résumé Cross References" "Attachment D - Staff Reference Staff #1-X" "Attachment E - Unanticipated Tasks" "Attachment F - Task/Deliverable Engagement Methodology Forms for Task Group IDs #-#" "Attachment F - Engagement Methodology Narrative Form(s) for Engagement Methodology Items #-#" "Attachment F - Engagement Methodology Separate Document [Microsoft Project 2010] "Attachment F - Engagement Methodology Separate Document(s) [Writing Sample(s)] "Attachment G - Cost Detail" "Attachment G - Subcontractor Information"	<input type="checkbox"/>

Firm Submitting the Offer: Enter Name of Firm Here

ATTACHMENT B
Contact Information

INSTRUCTIONS:

Column B - Contact or Signatory Information	As directed below in the greyed boxes to the left, provide the information requested in the yellow highlighted cells only .
---	--

"Point of Contact Information" for the SOW, if awarded:

Name, Title:	
Street Address:	
City, State Zip Code	
Phone Number:	
Fax Number:	
E-mail Address:	

[If STD. 65 is being used for CMAS RFO, delete the Table below]

"Information for Contractor's Signatory" for the STD. 213, if awarded:

Contractor's Name:	
Printed Name of Person Signing:	
Title of Person Signing:	
Street Address:	
City, State Zip Code:	

Firm Submitting the Offer: Enter Name of Firm Here

Attachment C Résumé Cross References

The following worksheet must be utilized to capture information necessary to verify that the offered staff meet this mandatory staffing qualification. **Please provide information only in cells that are highlighted yellow.** If an offered staff member shows that they are working more than one engagement during the same time period, the appropriate full-time equivalent (FTE) for each engagement must be denoted. For example, if a staff member shows two jobs for a six month period, their FTE allocation must be shown as 0.4 FTE (40%) for one and 0.6 FTE (60%) for the second job. No more than 1 FTE can be ascribed to any period of time.
The résumé must provide an explicit description of how the offered staff experience clearly meets the qualification.
The experience presented may be validated with the "Contact(s)" provided.

INSTRUCTIONS:

Proposed Staff Name	Enter the offered staff's name in column C, next to the "Staff" position under the column labeled "Description." (This should populate all the mandatory worksheets with the name entered)
Column B - Engagement	Provide the name of the project to which the experience is related.
Column C, D - Contact	Enter the name and phone number of a person who can verify the offered staff's participation in the engagement.
Column E, F - Term	Enter the start and end date of the engagement (month and year).
Columns G through Q	Within the last ten years, indicate the number of months during the particular calendar year the offered staff person was engaged in the project.
Column R - FTE	Indicate the percentage of time (Full Time Equivalent (FTE)) that the offered staff person worked on the engagement (e.g., 0.5 indicates they worked 50% time on the project). This cannot exceed 1.0.

Mandatory Staffing Qualification #1 Enter Mandatory Staffing Qualification Here

Engagement	Name	Contact Number	Term From	To	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	FTE	Months of Experience
Staff #1:																	0
																	0
																	0
																	0
																	0
																	0
																	0
																	0
																	0
																	0
Total:																0	

Firm Submitting the Offer: Enter Name of Firm Here

Attachment C Résumé Cross References

The following worksheet must be utilized to capture information necessary to verify that the offered staff meet this mandatory staffing qualification. **Please provide information only in cells that are highlighted yellow.** If an offered staff member shows that they are working more than one engagement during the same time period, the appropriate full-time equivalent (FTE) for each engagement must be denoted. For example, if a staff member shows two jobs for a six month period, their FTE allocation must be shown as 0.4 FTE (40%) for one and 0.6 FTE (60%) for the second job. No more than 1 FTE can be ascribed to any period of time.
The résumé must provide an explicit description of how the offered staff experience clearly meets the qualification.
The experience presented may be validated with the "Contact(s)" provided.

INSTRUCTIONS:

Proposed Staff Name	Enter the offered staff's name in column C, next to the "Staff" position under the column labeled "Description." (This should populate all the mandatory worksheets with the name entered)
Column B - Engagement	Provide the name of the project to which the experience is related.
Column C, D - Contact	Enter the name and phone number of a person who can verify the offered staff's participation in the engagement.
Column E, F - Term	Enter the start and end date of the engagement (month and year).
Columns G through Q	Within the last ten years, indicate the number of months during the particular calendar year the offered staff person was engaged in the project.
Column R - FTE	Indicate the percentage of time (Full Time Equivalent (FTE)) that the offered staff person worked on the engagement (e.g., 0.5 indicates they worked 50% time on the project). This cannot exceed 1.0.

Mandatory Staffing Qualification #1 Enter Mandatory Staffing Qualification Here

Engagement	Name	Contact Number	Term From	Term To	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	FTE	Months of Experience
Staff #2:																	0
																	0
																	0
																	0
																	0
																	0
																	0
																	0
																	0
																	0
Total:																0	

Firm Submitting the Offer: Enter Name of Firm Here

Attachment C Résumé Cross References

The following worksheet must be utilized to capture information necessary to verify that the offered staff meet this mandatory staffing qualification. **Please provide information only in cells that are highlighted yellow.**
The résumé must provide an explicit description of how the offered staff experience clearly meets the qualification.
The experience presented may be validated with the "Contact(s)" provided.

INSTRUCTIONS:

Column B - Engagement	Provide the name of the project to which the experience is related.
Column C, D - Contact	Enter the name and phone number of a person who can verify the offered staff's
Column D - Government Entity or Higher Learning Institution	Enter for which government entity (e.g. federal, state, county, city) or higher learning institute the work was performed.

Mandatory Staffing Qualification #2

[Enter Mandatory Staffing Qualification Here](#)

Engagement

Name

Contact

Number

Government Entity or Higher Learning Institution

Staff #1	0		

Staff #2	#REF!		

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RFO FISCaI XXXX

Section I: Overview of Offer Requirements

Firm Submitting the Offer: Enter Name of Firm Here

Attachment C
Résumé Cross References

The following worksheet must be utilized to capture information necessary to verify that the offered staff meet this mandatory staffing qualification. **Please provide information only in cells that are highlighted yellow.** **The résumé must provide an explicit description of how the offered staff experience clearly meets the qualification.**

The experience presented may be validated with the "Contact(s)" provided.

INSTRUCTIONS:

Column B - Engagement	Provide the name of the project to which the experience is related.
Column C, D - Contact	Enter the name and phone number of a person who can verify the offered staff's participation in the engagement.
Column E - Project Cost	Enter the total cost of the referenced project.

Mandatory Staffing Qualification #3

[Enter Mandatory Staffing Qualification Here](#)

Engagement

Name

Contact

Number

Project Cost

Engagement	Name	Contact Number	Project Cost
Staff #1	0		

Staff #2	#REF!		

Firm Submitting the Offer: Enter Name of Firm Here

Attachment C Résumé Cross References

The following worksheet must be utilized to capture information necessary to verify that the offered staff meet this mandatory staffing qualification. **Please provide information only in cells that are highlighted yellow.**

The résumé must provide an explicit description of how the offered staff experience clearly meets the qualification.

The experience presented may be validated with the "Contact(s)" provided.

Column B - Engagement	Provide the name of the project to which the ERP experience is related.
Column C, D - Contact	Enter the name and phone number of a person who can verify the proposed staff's participation in the engagement.
Column E - ERP Product and Functional Business Name	Enter the product manufacturer name(s) and the functional business name(s) of the product (i.e. Accounts Payable, Accounts Receivable, General Ledger, Budgets, etc.).

Mandatory Staffing Qualification #4

Enter Mandatory Staffing Qualification Here and Build the necessary columns for it below

Engagement	Contact Name	Contact Number	ERP Product and Functional Business Name
Staff #1	0		
Staff #2	#REF!		

Firm Submitting the Offer: Enter Name of Firm Here

Attachment C Résumé Cross References

The following worksheet must be utilized to capture information necessary to verify that the offered staff meet this mandatory staffing qualification. **Please provide information only in cells that are highlighted yellow.**
The résumé must provide an explicit description of how the offered staff experience clearly meets the qualification.
The experience presented may be validated with the "Contact(s)" provided.

INSTRUCTIONS:

Column B - VCP Certified?	Enter Yes if the proposed staff is XXX Certified , otherwise enter No.
Column C - Copy of Certification Attached? Y/N	Enter Yes if the certification is attached to the RFO, otherwise enter No.

Mandatory Staffing Qualification #5

Consultant must have XXXXXXXX Certification. A copy of the XXX Certification must be included in the offer.

XXX Certification	Copy of Certification Attached
Yes/No	Yes/No

Staff #1	0		
Staff #2	#REF!		

Firm Submitting the Offer: Enter Name of Firm Here

Attachment D Staff References

Offerors shall provide three staff references for each staff offered by completing this workbook. No contact name may be used more than once for each of the three staff references. Reference contacts must meet the following criteria:

- Be an individual that was the offered staff's project manager or an individual who had oversight responsibility for the offered staff's performance on the project.
- Is not a current employee of the Offeror's own company.
- Be able to provide an objective assessment of the offered staff's performance.
- All references provided must be for projects of a similar nature to the purpose of this RFO.

The State reserves the right to disqualify experience that, in its determination, does not reflect experience required.

Please provide information only in cells that are highlighted yellow.

Complete one (1) worksheet per staff name. If additional space is needed, insert a new worksheet . [Right click the Staff #6 worksheet tab, select "Move or Copy", select "Attachment E-Unanticipated Tasks", click to checkmark the "Create a Copy" box, select "OK". Right click newly added worksheet tab, select "Rename", insert new name as "Attachment D-Staff Ref Staff #7". Continue this process until all staff submitted in the Offer have a worksheet.]

INSTRUCTIONS:

(Staff #1) Name in Offer	Enter the name of the offered staff.
Reference Name	Enter the name of the person providing the reference for the offered staff.
Title	Enter the title of the reference at the time of the engagement being referenced.
Telephone	Enter the area code and telephone number where the reference can currently be contacted (no symbols or spaces should be entered).
Email	Enter an email address where the reference can currently be contacted.
Agency/Company Name	Enter the name of the agency/company where the reference person was employed at the time of the engagement.
Project Name	Enter the name of the project on which the reference was engaged.
Tab Name	Rename the tab with the name of the offered staff.

(Staff #1) Name in Offer	
---------------------------------	--

Reference #1

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Reference #2

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Reference #3

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Firm Submitting the Offer: Enter Name of Firm Here

Attachment D Staff References

Offerors shall provide three staff references for each staff offered by completing this workbook. No contact name may be used more than once for each of the three staff references. Reference contacts must meet the following criteria:

- Be an individual that was the offered staff's project manager or an individual who had oversight responsibility for the offered staff's performance on the project.
- Is not a current employee of the Offeror's own company.
- Be able to provide an objective assessment of the offered staff's performance.
- All references provided must be for projects of a similar nature to the purpose of this RFO.

The State reserves the right to disqualify experience that, in its determination, does not reflect experience required.

Please provide information only in cells that are highlighted yellow.

Complete one (1) worksheet per staff name. If additional space is needed, insert a new worksheet . [Right click the Staff #6 worksheet tab, select "Move or Copy", select "Attachment E-Unanticipated Tasks", click to checkmark the "Create a Copy" box, select "OK". Right click newly added worksheet tab, select "Rename", insert new name as "Attachment D-Staff Ref Staff #7". Continue this process until all staff submitted in the Offer have a worksheet.]

INSTRUCTIONS:

(Staff #2) Name in Offer	Enter the name of the offered staff.
Reference Name	Enter the name of the person providing the reference for the offered staff.
Title	Enter the title of the reference at the time of the engagement being referenced.
Telephone	Enter the area code and telephone number where the reference can currently be contacted (no symbols or spaces should be entered).
Email	Enter an email address where the reference can currently be contacted.
Agency/Company Name	Enter the name of the agency/company where the reference person was employed at the time of the engagement.
Project Name	Enter the name of the project on which the reference was engaged.
Tab Name	Rename the tab with the name of the offered staff.

(Staff #2) Name in Offer	
---------------------------------	--

Reference #1

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Reference #2

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Reference #3

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Firm Submitting the Offer: Enter Name of Firm Here

Attachment D Staff References

Offerors shall provide three staff references for each staff offered by completing this workbook. No contact name may be used more than once for each of the three staff references. Reference contacts must meet the following criteria:

- Be an individual that was the offered staff's project manager or an individual who had oversight responsibility for the offered staff's performance on the project.
- Is not a current employee of the Offeror's own company.
- Be able to provide an objective assessment of the offered staff's performance.
- All references provided must be for projects of a similar nature to the purpose of this RFO.

The State reserves the right to disqualify experience that, in its determination, does not reflect experience required.

Please provide information only in cells that are highlighted yellow.

Complete one (1) worksheet per staff name. If additional space is needed, insert a new worksheet . [Right click the Staff #6 worksheet tab, select "Move or Copy", select "Attachment E-Unanticipated Tasks", click to checkmark the "Create a Copy" box, select "OK". Right click newly added worksheet tab, select "Rename", insert new name as "Attachment D-Staff Ref Staff #7". Continue this process until all staff submitted in the Offer have a worksheet.]

INSTRUCTIONS:

(Staff #3) Name in Offer	Enter the name of the offered staff.
Reference Name	Enter the name of the person providing the reference for the offered staff.
Title	Enter the title of the reference at the time of the engagement being referenced.
Telephone	Enter the area code and telephone number where the reference can currently be contacted (no symbols or spaces should be entered).
Email	Enter an email address where the reference can currently be contacted.
Agency/Company Name	Enter the name of the agency/company where the reference person was employed at the time of the engagement.
Project Name	Enter the name of the project on which the reference was engaged.
Tab Name	Rename the tab with the name of the offered staff.

(Staff #3) Name in Offer	
---------------------------------	--

Reference #1

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Reference #2

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Reference #3

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Firm Submitting the Offer: Enter Name of Firm Here

Attachment D Staff References

Offerors shall provide three staff references for each staff offered by completing this workbook. No contact name may be used more than once for each of the three staff references. Reference contacts must meet the following criteria:

- Be an individual that was the offered staff's project manager or an individual who had oversight responsibility for the offered staff's performance on the project.
- Is not a current employee of the Offeror's own company.
- Be able to provide an objective assessment of the offered staff's performance.
- All references provided must be for projects of a similar nature to the purpose of this RFO.

The State reserves the right to disqualify experience that, in its determination, does not reflect experience required.

Please provide information only in cells that are highlighted yellow.

Complete one (1) worksheet per staff name. If additional space is needed, insert a new worksheet . [Right click the Staff #6 worksheet tab, select "Move or Copy", select "Attachment E-Unanticipated Tasks", click to checkmark the "Create a Copy" box, select "OK". Right click newly added worksheet tab, select "Rename", insert new name as "Attachment D-Staff Ref Staff #7". Continue this process until all staff submitted in the Offer have a worksheet.]

INSTRUCTIONS:

(Staff #4) Name in Offer	Enter the name of the offered staff.
Reference Name	Enter the name of the person providing the reference for the offered staff.
Title	Enter the title of the reference at the time of the engagement being referenced.
Telephone	Enter the area code and telephone number where the reference can currently be contacted (no symbols or spaces should be entered).
Email	Enter an email address where the reference can currently be contacted.
Agency/Company Name	Enter the name of the agency/company where the reference person was employed at the time of the engagement.
Project Name	Enter the name of the project on which the reference was engaged.
Tab Name	Rename the tab with the name of the offered staff.

(Staff #4) Name in Offer	
---------------------------------	--

Reference #1

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Reference #2

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Reference #3

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Firm Submitting the Offer: Enter Name of Firm Here

Attachment D Staff References

Offerors shall provide three staff references for each staff offered by completing this workbook. No contact name may be used more than once for each of the three staff references. Reference contacts must meet the following criteria:

- Be an individual that was the offered staff's project manager or an individual who had oversight responsibility for the offered staff's performance on the project.
- Is not a current employee of the Offeror's own company.
- Be able to provide an objective assessment of the offered staff's performance.
- All references provided must be for projects of a similar nature to the purpose of this RFO.

The State reserves the right to disqualify experience that, in its determination, does not reflect experience required.

Please provide information only in cells that are highlighted yellow.

Complete one (1) worksheet per staff name. If additional space is needed, insert a new worksheet . [Right click the Staff #6 worksheet tab, select "Move or Copy", select "Attachment E-Unanticipated Tasks", click to checkmark the "Create a Copy" box, select "OK". Right click newly added worksheet tab, select "Rename", insert new name as "Attachment D-Staff Ref Staff #7". Continue this process until all staff submitted in the Offer have a worksheet.]

INSTRUCTIONS:

(Staff #5) Name in Offer	Enter the name of the offered staff.
Reference Name	Enter the name of the person providing the reference for the offered staff.
Title	Enter the title of the reference at the time of the engagement being referenced.
Telephone	Enter the area code and telephone number where the reference can currently be contacted (no symbols or spaces should be entered).
Email	Enter an email address where the reference can currently be contacted.
Agency/Company Name	Enter the name of the agency/company where the reference person was employed at the time of the engagement.
Project Name	Enter the name of the project on which the reference was engaged.
Tab Name	Rename the tab with the name of the offered staff.

(Staff #5) Name in Offer	
---------------------------------	--

Reference #1

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Reference #2

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Reference #3

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Firm Submitting the Offer: Enter Name of Firm Here

Attachment D Staff References

Offerors shall provide three staff references for each staff offered by completing this workbook. No contact name may be used more than once for each of the three staff references. Reference contacts must meet the following criteria:

- Be an individual that was the offered staff's project manager or an individual who had oversight responsibility for the offered staff's performance on the project.
- Is not a current employee of the Offeror's own company.
- Be able to provide an objective assessment of the offered staff's performance.
- All references provided must be for projects of a similar nature to the purpose of this RFO.

The State reserves the right to disqualify experience that, in its determination, does not reflect experience required.

Please provide information only in cells that are highlighted yellow.

Complete one (1) worksheet per staff name. If additional space is needed, insert a new worksheet . [Right click the Staff #6 worksheet tab, select "Move or Copy", select "Attachment E-Unanticipated Tasks", click to checkmark the "Create a Copy" box, select "OK". Right click newly added worksheet tab, select "Rename", insert new name as "Attachment D-Staff Ref Staff #7". Continue this process until all staff submitted in the Offer have a worksheet.]

INSTRUCTIONS:

(Staff #5) Name in Offer	Enter the name of the offered staff.
Reference Name	Enter the name of the person providing the reference for the offered staff.
Title	Enter the title of the reference at the time of the engagement being referenced.
Telephone	Enter the area code and telephone number where the reference can currently be contacted (no symbols or spaces should be entered).
Email	Enter an email address where the reference can currently be contacted.
Agency/Company Name	Enter the name of the agency/company where the reference person was employed at the time of the engagement.
Project Name	Enter the name of the project on which the reference was engaged.
Tab Name	Rename the tab with the name of the offered staff.

(Staff #5) Name in Offer	
---------------------------------	--

Reference #1

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Reference #2

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Reference #3

Reference Name	
Title	
Telephone	
Email	
Agency/Company Name	
Project Name	

Firm Submitting the Offer: Enter Name of Firm Here

Attachment X Engagement Methodology Item 1 Form for Task Group ID 4

To complete this attachment, use the information in RFO Section II, SOW Section 6, organized by Task Group ID. SOW Section 6 provides the Tasks and Deliverables associated with the State's project. **Please provide information only in cells that are highlighted yellow.**

INSTRUCTIONS:

To complete this form, address Task Group ID 4 only.
Each completed Attachment X must not exceed three pages.
Rows may be added as needed. Rows added should be highlighted in yellow also.

Task Group 4 ID for this Attachment : [Name of Task Group ID](#)

1. Task/Deliverable Description

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[Describe the scope and objectives of the Tasks and Deliverables. Discuss the level of detail you intend to provide the State. Discuss the intended audience. If completing the Tasks and Deliverables requires specific knowledge, list the key concepts that the contractor must understand. Be specific. For example, instead of indicating a basic knowledge about system administration, indicate introducing and integrating new technologies into existing environments or system performance tuning.]

2. Applicable Standards

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[List the specific industry and/or government standards that you will use to complete the Tasks and Deliverables. Describe how you will incorporate the standards in to the work. Describe how you will use the standards to improve the quality of this engagement.]

3. Technical Approach for Task Group

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[Provide the systematic methodology to complete each task and deliverable. Include the Best Practices that you will use to accomplish project goals. Include the specific process/artifact assessment tools and techniques, high-level procedures, and communication strategies that you will use to ensure that you complete tasks and deliverables successfully. Identify the depth of analyses that you will use to record, report, prepare, and present information. Your response will demonstrate whether you understand the scope of this engagement and its requirements.]

4. Deliverable Acceptance Criteria

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[List the specific acceptance criteria that FISCaI might use to ensure that you complete the Tasks and Deliverables for this project successfully. For example,

- Did the contractor meet all the requirements?
- Does the task and deliverable comply with standards specified in the Statement of Work?
- Did the contractor use the best practices and industry standards specified in the Engagement Methodology?]

Firm Submitting the Offer: Enter Name of Firm Here

Attachment X Engagement Methodology Item 1 Form for Task Group ID 5

To complete this attachment, use the information in RFO Section II, SOW Section 6, organized by Task Group ID. SOW Section 6 provides the Tasks and Deliverables associated with the State's project. **Please provide information only in cells that are highlighted yellow.**

INSTRUCTIONS:

To complete this form, address Task Group ID 5 only.
Each completed Attachment X must not exceed three pages.
Rows may be added as needed. Rows added should be highlighted in yellow also.

Task Group 5 ID for this Attachment : Name of Task Group ID
--

1. Task/Deliverable Description

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[Describe the scope and objectives of the Tasks and Deliverables. Discuss the level of detail you intend to provide the State. Discuss the intended audience. If completing the Tasks and Deliverables requires specific knowledge, list the key concepts that the contractor must understand. Be specific. For example, instead of indicating a basic knowledge about system administration, indicate introducing and integrating new technologies into existing environments or system performance tuning.]

2. Applicable Standards

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[List the specific industry and/or government standards that you will use to complete the Tasks and Deliverables. Describe how you will incorporate the standards in to the work. Describe how you will use the standards to improve the quality of this engagement.]

3. Technical Approach for Task Group

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[Provide the systematic methodology to complete each task and deliverable. Include the Best Practices that you will use to accomplish project goals. Include the specific process/artifact assessment tools and techniques, high-level procedures, and communication strategies that you will use to ensure that you complete tasks and deliverables successfully. Identify the depth of analyses that you will use to record, report, prepare, and present information. Your response will demonstrate whether you understand the scope of this engagement and its requirements.]

4. Deliverable Acceptance Criteria

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[List the specific acceptance criteria that FI\$CaI might use to ensure that you complete the Tasks and Deliverables for this project successfully. For example,

- Did the contractor meet all the requirements?
- Does the task and deliverable comply with standards specified in the Statement of Work?
- Did the contractor use the best practices and industry standards specified in the Engagement Methodology?]

Firm Submitting the Offer: Enter Name of Firm Here

Attachment X Engagement Methodology Item 1 Form for Task Group ID 6

To complete this attachment, use the information in RFO Section II, SOW Section 6, organized by Task Group ID. SOW Section 6 provides the Tasks and Deliverables associated with the State's project. **Please provide information only in cells that are highlighted yellow.**

INSTRUCTIONS:

To complete this form, address Task Group ID 6 only.
Each completed Attachment X must not exceed three pages.
Rows may be added as needed. Rows added should be highlighted in yellow also.

Task Group 6 ID for this Attachment : Name of Task Group ID
--

1. Task/Deliverable Description

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[Describe the scope and objectives of the Tasks and Deliverables. Discuss the level of detail you intend to provide the State. Discuss the intended audience. If completing the Tasks and Deliverables requires specific knowledge, list the key concepts that the contractor must understand. Be specific. For example, instead of indicating a basic knowledge about system administration, indicate introducing and integrating new technologies into existing environments or system performance tuning.]

2. Applicable Standards

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[List the specific industry and/or government standards that you will use to complete the Tasks and Deliverables. Describe how you will incorporate the standards in to the work. Describe how you will use the standards to improve the quality of this engagement.]

3. Technical Approach for Task Group

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[Provide the systematic methodology to complete each task and deliverable. Include the Best Practices that you will use to accomplish project goals. Include the specific process/artifact assessment tools and techniques, high-level procedures, and communication strategies that you will use to ensure that you complete tasks and deliverables successfully. Identify the depth of analyses that you will use to record, report, prepare, and present information. Your response will demonstrate whether you understand the scope of this engagement and its requirements.]

4. Deliverable Acceptance Criteria

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[List the specific acceptance criteria that FISCal might use to ensure that you complete the Tasks and Deliverables for this project successfully. For example,

- Did the contractor meet all the requirements?
- Does the task and deliverable comply with standards specified in the Statement of Work?
- Did the contractor use the best practices and industry standards specified in the Engagement Methodology?]

Firm Submitting the Offer: Enter Name of Firm Here

Attachment X Engagement Methodology Item 1 Form for Task Group ID 7

To complete this attachment, use the information in RFO Section II, SOW Section 6, organized by Task Group ID. SOW Section 6 provides the Tasks and Deliverables associated with the State's project. **Please provide information only in cells that are highlighted yellow.**

INSTRUCTIONS:

To complete this form, address Task Group ID 7 only.
Each completed Attachment X must not exceed three pages.
Rows may be added as needed. Rows added should be highlighted in yellow also.

Task Group 7 ID for this Attachment : Name of Task Group ID
--

1. Task/Deliverable Description

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[Describe the scope and objectives of the Tasks and Deliverables. Discuss the level of detail you intend to provide the State. Discuss the intended audience. If completing the Tasks and Deliverables requires specific knowledge, list the key concepts that the contractor must understand. Be specific. For example, instead of indicating a basic knowledge about system administration, indicate introducing and integrating new technologies into existing environments or system performance tuning.]

2. Applicable Standards

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[List the specific industry and/or government standards that you will use to complete the Tasks and Deliverables. Describe how you will incorporate the standards in to the work. Describe how you will use the standards to improve the quality of this engagement.]

3. Technical Approach for Task Group

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[Provide the systematic methodology to complete each task and deliverable. Include the Best Practices that you will use to accomplish project goals. Include the specific process/artifact assessment tools and techniques, high-level procedures, and communication strategies that you will use to ensure that you complete tasks and deliverables successfully. Identify the depth of analyses that you will use to record, report, prepare, and present information. Your response will demonstrate whether you understand the scope of this engagement and its requirements.]

4. Deliverable Acceptance Criteria

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[List the specific acceptance criteria that FISCaI might use to ensure that you complete the Tasks and Deliverables for this project successfully. For example,

- Did the contractor meet all the requirements?
- Does the task and deliverable comply with standards specified in the Statement of Work?
- Did the contractor use the best practices and industry standards specified in the Engagement Methodology?]

Firm Submitting the Offer: Enter Name of Firm Here

Attachment X Engagement Methodology Item 1 Form for Task Group ID 8

To complete this attachment, use the information in RFO Section II, SOW Section 6, organized by Task Group ID. SOW Section 6 provides the Tasks and Deliverables associated with the State's project. **Please provide information only in cells that are highlighted yellow.**

INSTRUCTIONS:

To complete this form, address Task Group ID 8 only.
Each completed Attachment X must not exceed three pages.
Rows may be added as needed. Rows added should be highlighted in yellow also.

Task Group 8 ID for this Attachment : Name of Task Group ID
--

1. Task/Deliverable Description

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[Describe the scope and objectives of the Tasks and Deliverables. Discuss the level of detail you intend to provide the State. Discuss the intended audience. If completing the Tasks and Deliverables requires specific knowledge, list the key concepts that the contractor must understand. Be specific. For example, instead of indicating a basic knowledge about system administration, indicate introducing and integrating new technologies into existing environments or system performance tuning.]

2. Applicable Standards

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[List the specific industry and/or government standards that you will use to complete the Tasks and Deliverables. Describe how you will incorporate the standards in to the work. Describe how you will use the standards to improve the quality of this engagement.]

3. Technical Approach for Task Group

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[Provide the systematic methodology to complete each task and deliverable. Include the Best Practices that you will use to accomplish project goals. Include the specific process/artifact assessment tools and techniques, high-level procedures, and communication strategies that you will use to ensure that you complete tasks and deliverables successfully. Identify the depth of analyses that you will use to record, report, prepare, and present information. Your response will demonstrate whether you understand the scope of this engagement and its requirements.]

4. Deliverable Acceptance Criteria

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[List the specific acceptance criteria that FISCal might use to ensure that you complete the Tasks and Deliverables for this project successfully. For example,

- Did the contractor meet all the requirements?
- Does the task and deliverable comply with standards specified in the Statement of Work?
- Did the contractor use the best practices and industry standards specified in the Engagement Methodology?]

Firm Submitting the Offer: Firm Name (for all worksheets)

Attachment **X** Engagement Methodology Narrative Form for Engagement Methodology Items 2-**X**

To complete this attachment use the information found in RFO Section I, Section 4.6, organized by Task Group ID. **Please provide information in cells that are highlighted yellow or as otherwise directed. You may add rows as needed to complete each response. Added rows should be highlighted in yellow.**

INSTRUCTIONS:

Complete this form as directed below for each Engagement Methodology Item, addressing Engagement Methodology Items #2 - #**X** only.

Organizational Charts required may be separate from this workbook in MS Word/Excel/Visio format. MS Project 2010 documents required may be separate from this workbook in the "mpp" format. The writing sample may be in MS Word or Adobe Acrobat (pdf).

#2. Describe how the Offeror plans to interact with the client and stakeholders.

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[Specifically outline the expectations the Offeror has of the client and stakeholders in order to ensure a constructive working relationship and successful Contract outcome.]

#3. Provide a description of how the proposed Offeror's staff will be managed throughout the Contract.

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[Describe the methodology for managing the Offeror's staff that ensures continuity and availability of qualified individuals.

If the individual(s) in the Offer is(are) a subcontractor(s), describe how the Contract duties performed by the Offeror validates that they are performing a commercially useful function]

#4. Option 1 for Multiple Team Members: Provide a proposed Contract team organization chart.

#4. Option 2 for One Contractor Staff: Provide the reporting relationship between staff/subcontractor to the Offeror.

Option 1

[Provide a Contract team organization chart with roles and responsibilities for all proposed staff and any other staff of the Offeror's organization. This is to be submitted as a separate document in a different format (i.e. MS Word, Excel or Visio).]

Option 2

INSERT RESPONSE HERE COVERING THE ITEMS IN THE FOLLOWING BRACKETS (Bracketed text may be deleted when no longer needed to craft the response).

[Provide a description of the reporting relationship of the proposed staff member or subcontractor to the Offeror.]

Firm Submitting the Offer: Firm Name (for all worksheets)

Attachment X
Engagement Methodology Narrative Form
for Engagement Methodology Items 2-X

To complete this attachment use the information found in RFO Section I, Section 4.6, organized by Task Group ID. **Please provide information in cells that are highlighted yellow or as otherwise directed. You may add rows as needed to complete each response. Added rows should be highlighted in yellow.**

INSTRUCTIONS:

Complete this form as directed below for each Engagement Methodology Item, addressing Engagement Methodology Items #2 - #X only.

Organizational Charts required may be separate from this workbook in MS Word/Excel/Visio format. MS Project 2010 documents required may be separate from this workbook in the "mpp" format. The writing sample may be in MS Word or Adobe Acrobat (pdf).

#5. Provide the proposed project work plan in MicroSoft Project 2010.

[Provide each task required in the plan and the order, content, and duration of tasks that will support successful completion of the work within the project schedule. This is to be submitted as a separate MS Project 2010 document.]

#6. Provide a document developed by a proposed staff member (at least 50 percent authorship) from a former project that demonstrates the staff is qualified to perform the tasks in this RFO

[Provide each task required in the plan and the order, content, and duration of tasks that will support successful completion of the work within the project schedule. This is to be submitted as a separate document.]

7. Provide a list the top three (3) risks for each task group and their mitigation strategies. List assumptions and constraints affecting completion of each Task Group. The response for each Task Group must not exceed one (1) page in length. This item addresses four (X) Task Groups so the entire item must not exceed four (X) pages.

[Provide at least three risks and their mitigation strategies are presented for each Task Group 4 - X. At least one (1) assumption and one (1) constraint are provided for each Task Group. Responses to these items indicate an understanding of potential issues and risks for this engagement and a proactive method for mitigating them. The response for each Task Group is no more than one (1) page and the response to the entire item is no more than X pages. This is to be submitted as a separate MS Word document.]

Firm Submitting the Offer: Enter Name of Firm Here

Attachment X

Engagement Methodology Summary Scoring Sheet

	Engagement Methodology Criteria	Points Allowed	Criteria Scored	% of Points Possible	Points Scored
1.	<p>Provide the Offeror's methodology to complete Task Group IDs 4-X, including specific industry standards and best practices that will be followed.</p> <p>⇒ Methodologies are described for each Task Group separately on the form provided in Attachment G. Each form for each Section II.6 Task Group IDs 4-X is no longer than three (3) pages each. Therefore, the entire response to this item may not exceed XX pages in length.</p> <p>⇒ Methodology uses proven and appropriate industry standards, technologies and best practices as the basis for work performed. Specifically, the Offeror and staff have used standards from IEEE and State standards from the California Technology Agency (Technology Agency) and these standards are included in the methodology proposed.</p> <p>⇒ Methodology completely describes the technical approach for each task.</p> <p>⇒ Methodology demonstrates the Offeror understands the scope of the engagement.</p>	0	Poor	0.00	0
2.	<p>Describe how the Offeror plans to interact with the client and stakeholders.</p> <p>⇒ The offer specifically outlines expectations the Offeror has of the client and stakeholders in order to ensure a constructive working relationship and successful Contract outcome.</p>	0	Poor	0.00	0
3.	<p>Provide a description of how the proposed Offeror's staff will be managed throughout the Contract.</p> <p>⇒ Methodology for managing proposed Offeror's staff ensures continuity and availability of qualified individuals.</p> <p>⇒ If the proposed individual is a subcontractor, a description of the Contract duties performed by the Offeror indicates that they are performing a commercially useful function.</p>	0	Poor	0.00	0
4.	<p>Option 1 – multiple team members requested</p> <p>Provide a proposed Contract team organization chart.</p> <p>⇒ A Contract team organization chart is provided with roles and responsibilities for all proposed staff and any other staff of the Offeror's organization.</p> <p>Option 2 – one contractor staff requested</p> <p>Describe the reporting relationship of the proposed staff member or subcontractor to the Offeror.</p> <p>⇒ The reporting relationship of the proposed staff member or subcontractor to the Offeror is described.</p>	0	Poor	0.00	0
5.	<p>(Optional) Provide the proposed project work plan in Microsoft Project.</p> <p>⇒ Each task is included on the project work plan and the order, content, and duration of tasks support successful completion of the work within the project schedule.</p>	0	Poor	0.00	0
6.	<p>(Optional) Provide a document developed by a proposed staff member (at least 50 percent authorship) from a former project that demonstrates the Offeror is qualified to perform the tasks of this RFO.</p> <p>⇒ The subject of the document provided relates directly to the tasks of this Offer and was authored by a proposed staff member.</p>	0	Poor	0.00	0
7.	<p>(Optional) List the top three (3) risks for each task group and their mitigation strategies. List assumptions and constraints affecting completion of each Task Group. The response for each Task Group must not exceed one (1) page in length. This item addresses XXXX (#) Task Groups so the entire item must not exceed XXXX (#) pages.</p> <p>⇒ At least three risks and their mitigation strategies are presented for each Task Group 4 - X. At least one (1) assumption and one (1) constraint are provided for each Task Group. Responses to these items indicate an understanding of potential issues and risks for this engagement and a proactive method for mitigating them. The response for each Task Group is no more than one (1) page and the response to the entire item is no more than four (4) pages.</p>	0	Poor	0.00	0
Total Points		0			0

Criteria	Engagement Methodology Response Description	% of points possible
Poor	Minimally addresses tasks and deliverables. Not all tasks and deliverables are addressed. No degree of confidence in the Offeror's ability to successfully complete every task and deliverable.	0%
Fair	Addresses all tasks and deliverables in general terms. Major considerations are not addressed or responses do not address specific needs of this project. Low degree of confidence in the Offeror's ability to successfully complete all tasks.	40%
Good	Addresses all tasks and deliverables in a moderate level of detail. Responses relate generally to the needs of this project. Minor considerations are not addressed. Medium degree of confidence in the Offeror's ability to successfully complete all tasks.	70%
Very Good	All considerations of each task and deliverable are fully addressed and directly relate to the needs of this project. High degree of confidence in the Offeror's ability to successfully complete all tasks.	100%

Firm Submitting the Offer: Enter Name of Firm Here

Interview Summary Scoring Sheet

	Interview Questions	Points Allowed	Criteria Scored	% of Points Possible	Points Scored
1.	Enter a question in each row (add rows as needed)	0	No Value	0.00	0
2.		0	No Value	0.00	0
3.		0	No Value	0.00	0
4.		0	No Value	0.00	0
5.		0	No Value	0.00	0
6.		0	No Value	0.00	0
7.		0	No Value	0.00	0
8.		0	No Value	0.00	0
9.		0	No Value	0.00	0
10.		0	No Value	0.00	0
11.		0	No Value	0.00	0
12.		0	No Value	0.00	0
Total Points		0			0

Criteria	Interview Question Response Description	Percentage of points awarded
No Value	Fails to address the question asked.	0%
Poor	The Offeror's response minimally addresses the question, but one or more major considerations of the component are not addressed. Low degree of confidence in the Offeror's response.	25%
Fair	The Offeror's response addresses the question adequately, but minor considerations may not be addressed. Acceptable degree of confidence in the Offeror's response.	50%
Good	The Offeror's response fully addresses the question. Good degree of confidence in the Offeror's response.	80%
Excellent	All considerations of the question are addressed with the highest degree of confidence in the Offeror's response. The response directly relates to the needs of this project.	100%

CONFIDENTIAL

Firm Submitting the Offer: Firm Name (for all worksheets)

**ATTACHMENT X
Cost Detail**

Enter the Classification Rates Per Hour for every Task Group ID listed in the table below. For Fixed Price Task Group IDs some of the hours may already be designated by the State. The Time and Material Task Group ID(s) require entry of the estimated hours to perform the work associated with those Task Group ID(s). **The total cost of the Offer may not exceed the budget amount of \$XXX,XXX.**

Please provide information only in cells that are highlighted yellow.

INSTRUCTIONS:

FOR FIXED PRICE DELIVERABLES:

Task Group IDs 1, 2, 3 and 9 Fixed Price Deliverables have total hours allowed. **The Contractor must not exceed the hours allowed.** Enter the "Staff Person's Name(s)", "CMAS Classification Name" (should be in line the with same classification in the "parent" GSA), and "Classification Rate Per Hour" for each these Task Group IDs in the table below. *Use whole numbers for hours and rates, no fractions or "cents".*

For Task Group IDs 4-7 enter the "Staff Person's Name(s)", "CMAS Classification Name" (should be in line the with same classification in the "parent" GSA), "Classification Rate Per Hour", and "Total Hours" for each these Task Group IDs in the table below. *Use whole numbers for hours and rates, no fractions or "cents".*

The "Cost per Fixed Price Deliverable" will be calculated by multiplying the "Classification Rate Per Hour" times the "Total Hours " to equal the fixed price cost for each Classification.

FOR TIME & MATERIALS:

Enter the "Staff Person's Name(s)", "CMAS Classification Name", and the "Classification Rate Per Hour" in the table below. Please use whole numbers, no "cents". Task Group ID 8 (Time and Materials) has total hours allowed. **The Contractor must not exceed the hours allowed.**

The "Time & Materials Cost" will be calculated by multiplying the "Classification Rate Per Hour" times the "Total Hours " to equal the time and materials cost for each Classification.

FOR TOTALS:

The "Fixed Price Deliverables Total Hours Subtotal" will be the sum of all the "Total Hours" rows for the Fixed Price Deliverables.

The "Fixed Price Deliverables Subtotal" will be the sum of all the "Cost per Per Fixed Price Deliverable" rows.

The "Subtotal Cost" will be the sum of all the "Fixed Priced Deliverables Subtotal" row and Time & Materials Cost" row for "Task Group ID 8".

The "Total Hours" will be the sum of the "Fixed Price Deliverables Total Hours Subtotal" and the Time and Materials "Total Hours".

The "Unanticipated Tasks" will be calculated by multiplying the "Subtotal Cost" times 10% to equal the total for that cell.

The "Total Cost" will be the sum of the "Subtotal Cost" and the "Unanticipated Cost".

Task Group IDs with Total Hours Allowed	CMAS Classification Name	Classification Rate Per Hour	Total Hours	Cost per Fixed Price Deliverable
Task Group ID 1 Fixed Price for XX Hours (XX Monthly Status Reports)				
Enter Staff Person's Name Here			0	\$0
Task Group ID 2 Fixed Price for XX Hours (XX Weekly Status Reports)				
Enter Staff Person's Name Here			0	\$0
Task Group ID 3 Fixed Price for 12 Hours (1 Task Accomplishment Plan)				
Enter Staff Person's Name Here			0	\$0
Task Group ID 4 Fixed Price				
Enter Staff Person's Name Here				\$0
Task Group ID 5 Fixed Price				
Enter Staff Person's Name Here				\$0
Task Group ID 6 Fixed Price				
Enter Staff Person's Name Here				\$0
Task Group ID 7 Fixed Price				
Enter Staff Person's Name Here				\$0
Task Group ID 9 Fixed Price for 25 Hours (1 Final Report)				
Enter Staff Person's Name Here			0	\$0
			Fixed Price Deliverables Total Hours Subtotal	
			Fixed Price Deliverables Cost Subtotal	\$0
TIME AND MATERIALS				
Task Group IDs	CMAS Classification Name	Classification Rate Per Hour	Total Hours	Time & Materials Cost
Task Group ID X Time & Materials for XXX Hours				
Enter Staff Person's Name Here			0	\$0
			Total Hours	
			Subtotal Cost	\$0
			Unanticipated Tasks (10%)	\$0
			Total Cost	\$0

Firm Submitting the Offer: Enter Name of Firm Here

ATTACHMENT X
Subcontractor Information

If Offered Staff listed on the [Attachment G, Cost Detail](#) is a Subcontractor, and the Subcontractor is a California Certified Small Business or Disabled Veteran Business Enterprise, complete this worksheet. In addition, provide a copy of the Subcontractor's SB/DVBE Certification (if applicable). Otherwise, do not complete this worksheet.

INSTRUCTIONS:

Column C - Subcontractor Information	As directed below in the greyed boxes to the left, provide the information requested in the yellow highlighted cells only .
--------------------------------------	--

Subcontractor #1

Offered Staff Name or Names	
Company Name	
Contact Person	
Contact Phone Number	
Company Address	
Dollar Value of Subcontract	
SB/DVBE Certification Number	

Subcontractor #2

Offered Staff Name or Names	
Company Name	
Contact Person	
Contact Phone Number	
Company Address	
Dollar Value of Subcontract	
SB/DVBE Certification Number	

Subcontractor #3

Offered Staff Name or Names	
Company Name	
Contact Person	
Contact Phone Number	
Company Address	
Dollar Value of Subcontract	
SB/DVBE Certification Number	

Subcontractor #4

Offered Staff Name or Names	
Company Name	
Contact Person	
Contact Phone Number	
Company Address	
Dollar Value of Subcontract	
SB/DVBE Certification Number	

Firm Submitting the Offer: Enter Name of Firm Here

Attachment X
Cost Summary Scoring Sheet

Offer	Lowest Offer Cost	Offer Amount	Ratio from Lowest Offer Cost Divided by Offer Amount = Percent of Maximum Points	Points Allowed	Points Scored	
A	\$350,000	\$350,000	1.00	500	500	SAMPLE
B	\$350,000	\$425,000	0.82	500	412	SAMPLE
	\$1	\$1	1.00	500	500	ACTUAL

Firm Submitting the Offer: Enter Name of Firm Here

Summary Scoring Sheet

Scoring Criteria	Points Allowed	Criteria Scored	Points Scored
Attachment A - Offer Checklist (Attachment B Included in Checklist)	N/A	Pass/Fail	FAIL
Attachment C - Mandatory Staff Qualifications	N/A	Pass/Fail	FAIL
Attachment D - Staff References	0	Points	0
Attachment X - Engagement Methodology*	0	Points	0
Interview	0	Points	0
Attachment X - Cost	500	Points	500
Total Points	500		500

*Attachment E is Unanticipated Tasks

APPENDIX N – CONFIDENTIALITY POLICY AND STATEMENT

PROCUREMENT CONFIDENTIALITY POLICY

The following are guidelines that will assist individuals (state employees, consultants, etc.) involved in dealing with confidential information while working on a procurement.

Please read this entire document very closely. If you have any questions, please contact the FI\$Cal Vendor Management Office Buyer (Buyer) assigned to the procurement.

The overall objective of maintaining confidentiality is to ensure the integrity of the procurement process, prevent any bidder/proposer from gaining an advantage, and avoid protests (if applicable). It is important to understand that the disclosure of certain confidential or procurement-sensitive information could jeopardize the procurement. Individuals involved in the procurement must be careful to avoid breach of confidentiality both inside and outside of the workplace. Each individual is personally responsible for maintaining confidentiality in all oral and written communications, as well as in the handling of information through electronic means. The disclosure of any procurement-sensitive information that may jeopardize the procurement may result in civil or criminal penalties and/or disciplinary action.

WHO SHOULD SIGN CONFIDENTIALITY STATEMENTS?

Individuals working on the procurement will be required to sign a confidentiality statement prior to entering into discussions related to the planning of the procurement. Individuals who are currently working in any planning activities and who have not already signed a confidentiality statement should sign the attached statement and send it to the Buyer.

Please read the confidentiality statement carefully. The confidentiality statement also includes a conflict of interest statement. Any individual who feels they may have a personal or financial interest that would be incompatible with participation in any procurement activity must disclose that information to the Buyer prior to signing the confidentiality statement.

In many cases, support staff will be required to handle confidential information. Those situations should be reviewed and a determination made whether it is necessary for support staff to sign a confidentiality statement. At a minimum, support staff should be instructed on how to handle confidential information.

WHAT INFORMATION IS CONFIDENTIAL?

- Any information related to the procurement or planning which may affect the procurement.
- Any document (hard copy or electronic media) marked “Confidential”.
- Any procurement documents (Request for Quote (RFQ), Request for Offer (RFO), Information for Bid (IFB), Request for Proposal (RFP), Non-Competitively Bid (NCB) Contract Request, Request for Information (RFI), etc.) which have not been released to the supplier community. Procurement documents that have already been released to the supplier community are no longer confidential.
- Any supplier responses or proposal evaluation materials related to a procurement.
- Any discussions related to the procurement process, as well as discussions related to information that may be included in an RFQ/RFO/IFB/RFP/NCB/RFI.

PROCUREMENT CONFIDENTIALITY POLICY

PRECAUTIONS FOR INDIVIDUALS WORKING WITH CONFIDENTIAL INFORMATION:

- All confidential documents should be marked “Confidential”. If the Buyer determines that additional controls are necessary, documents will be numbered and assigned prior to release. It will be the recipient’s responsibility to control and return the numbered document(s).
- Keep all confidential documents out of view and locked away from your desk.
- Confidential information on your personal computer should always be password protected and should never be left open when stepping away from your desk. Screen savers should also be used and should be password protected. Confidential documents should be filed in your personal drive. If documents must be shared, they can be stored in a shared drive, but should also be password protected with a shared password.
- Monitor the printer when printing a confidential document. Do not leave confidential print jobs unattended.
- Remove all confidential documents from the photocopy machine when jobs have been completed. In the event of a machine jam, make sure all confidential papers are removed and shredded.
- Close doors when confidential discussions occur during meetings. Erase and/or remove all white boards, flip charts, and papers once the meeting has concluded.
- Be discrete in communications with potential bidders/proposers to ensure that unauthorized disclosure of confidential information does not occur. Be cautious of what you say. This is extremely important in situations where supplier staff are co-located with state staff.
- Formal or informal inquiries by potential bidders/proposers should be directed to Buyer. Advise the potential bidder/proposer to reference the solicitation number when calling.
- Confidential mail can be sent via regular mail courier envelopes, but should be sent in a sealed envelope within the messenger envelope and marked appropriately. Confidential mail should be hand carried to local destinations (within reasonable traveling distance). Please instruct clerical support staff that incoming mail marked “Confidential” should be delivered unopened to the recipient immediately.
- Confidential papers (including notes and working papers) should not be discarded in wastebaskets or recycle bins. Confidential papers should be shredded.
- Using the fax machine for transmitting confidential information is not recommended. However, if necessary, arrangements should be made at both ends of the transmission to monitor the fax machine until the entire fax has been sent and received. Do not leave a fax machine unattended when sending or receiving a confidential document. The following statement should be included in the fax transmittal sheet:

***CONFIDENTIALITY NOTICE:** This Facsimile transmission is intended only for the addressee shown above. It may contain information that is privileged, confidential or otherwise protected from disclosure. Any review, dissemination or use of this transmission or any of its contents by persons other than the addressee is strictly prohibited. If you received this fax in error, please call us immediately upon receipt and return the facsimile documents, by first class mail, to the address above. Thank you for your cooperation.*

PROCUREMENT CONFIDENTIALITY POLICY

- All conference calls where confidential information may be discussed should be conducted behind closed doors.
- Individuals should be cautious of their surroundings when leaving voice mail messages that may contain confidential information.
- Electronic mail messages should not be used to share confidential information since they can be accessed fairly easily by experienced users.

SUPPLIER CONTACTS

Any formal or informal inquiries by potential bidders/proposers should be directed to the Buyer. Advise the potential bidder/proposer to reference the solicitation number when calling. Other individuals may not attempt to answer any inquiries by potential bidders/proposers.

**PROCUREMENT
CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT**

I certify that I have no personal or financial interest and no present or past employment or activity which would be incompatible with my participation in any activity related to the planning or procurement processes. For the duration of my involvement in this procurement, I agree not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is submitting a quote, offer, bid or proposal, or associated with the party who is submitting a quote, offer, bid or proposal, on the procurement.

I certify that I will keep confidential and secure and will not copy, give or otherwise disclose to any other party who has not signed a copy of this confidentiality agreement, all information concerning the planning, processes, development or procedures of the procurement which I learn in the course of my duties on the procurement. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, and terms and conditions, and includes concepts and discussions as well as written or electronic materials. I understand that if I leave FI\$Cal before the procurement ends, I must still keep all procurement information confidential. I agree to follow any instructions provided by FI\$Cal relating to the confidentiality of procurement information.

I fully understand that any unauthorized disclosure I make may be a basis for civil or criminal penalties and/or disciplinary action (including dismissal for State employees). I agree to advise the Vendor Management Office, at Fiscal.VendorMgmt@fiscal.ca.gov, immediately in the event that I either learn or have reason to believe that any person who has access to procurement confidential information has or intends to disclose that information in violation of this agreement.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

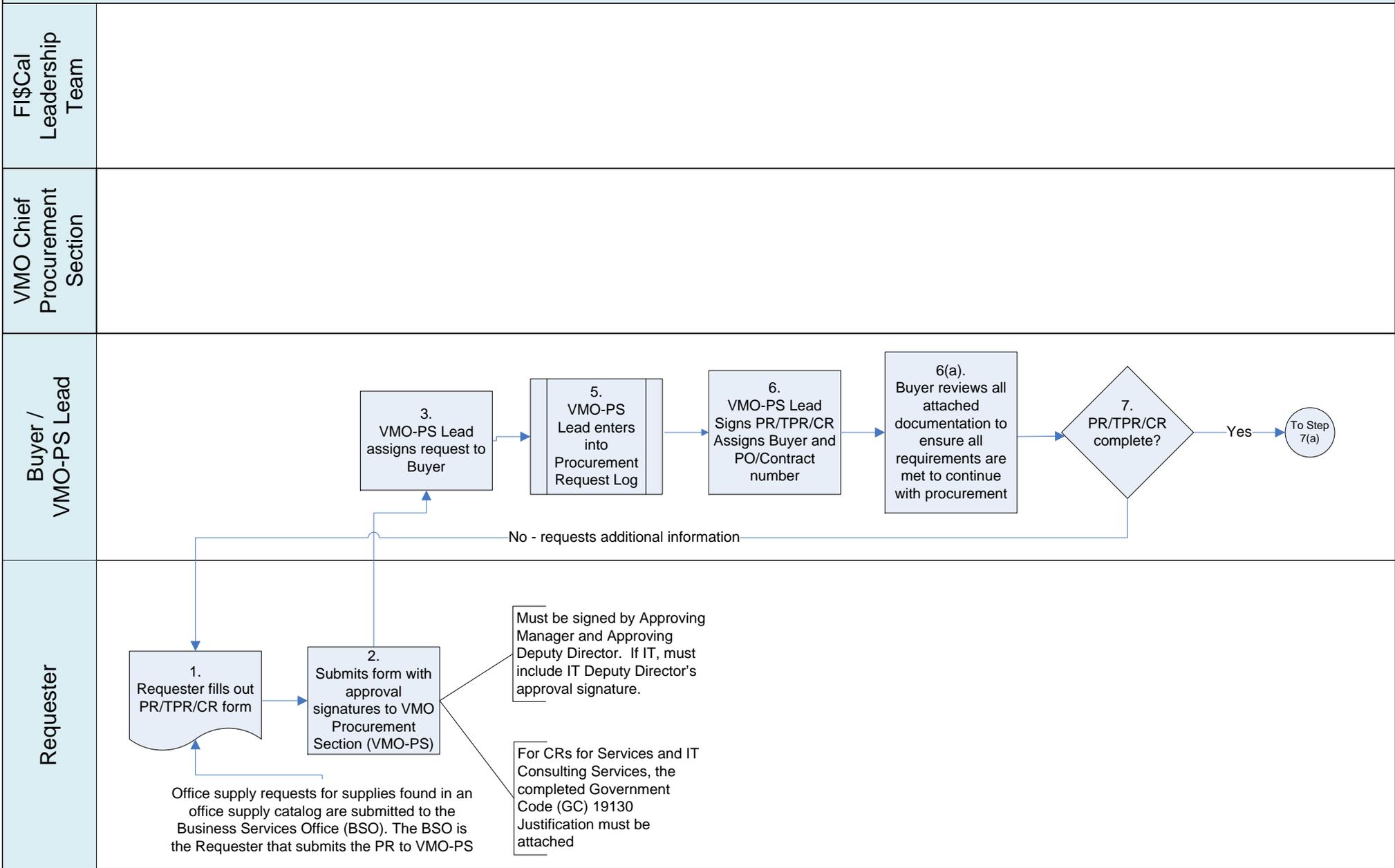
Telephone Number: _____

Fax Number: _____

APPENDIX O – PROCUREMENT ACTIVITIES, PROCEDURES AND PURCHASE DOCUMENTS FLOW CHART

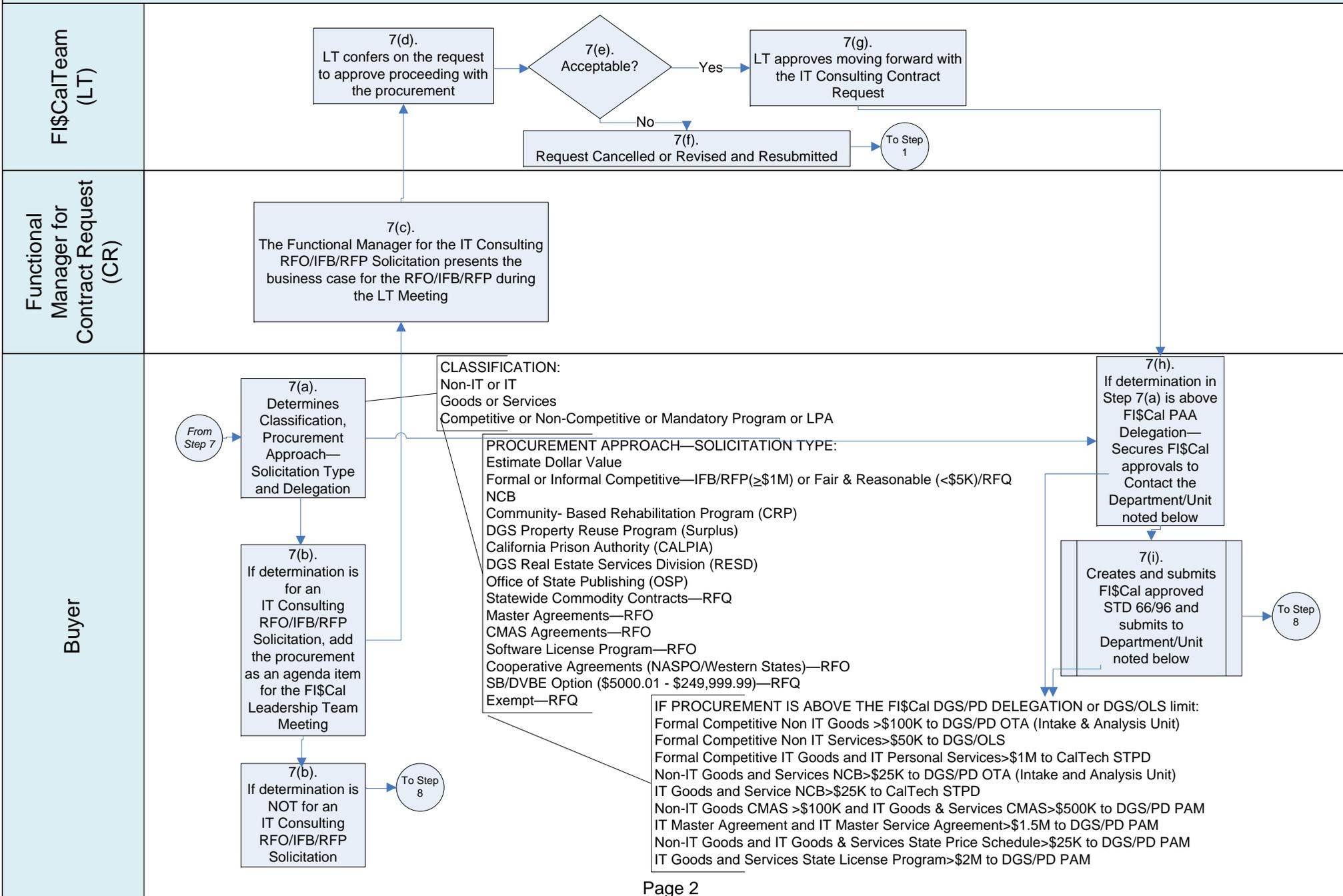
Procurement Procedures (Overview)

Initiate Request



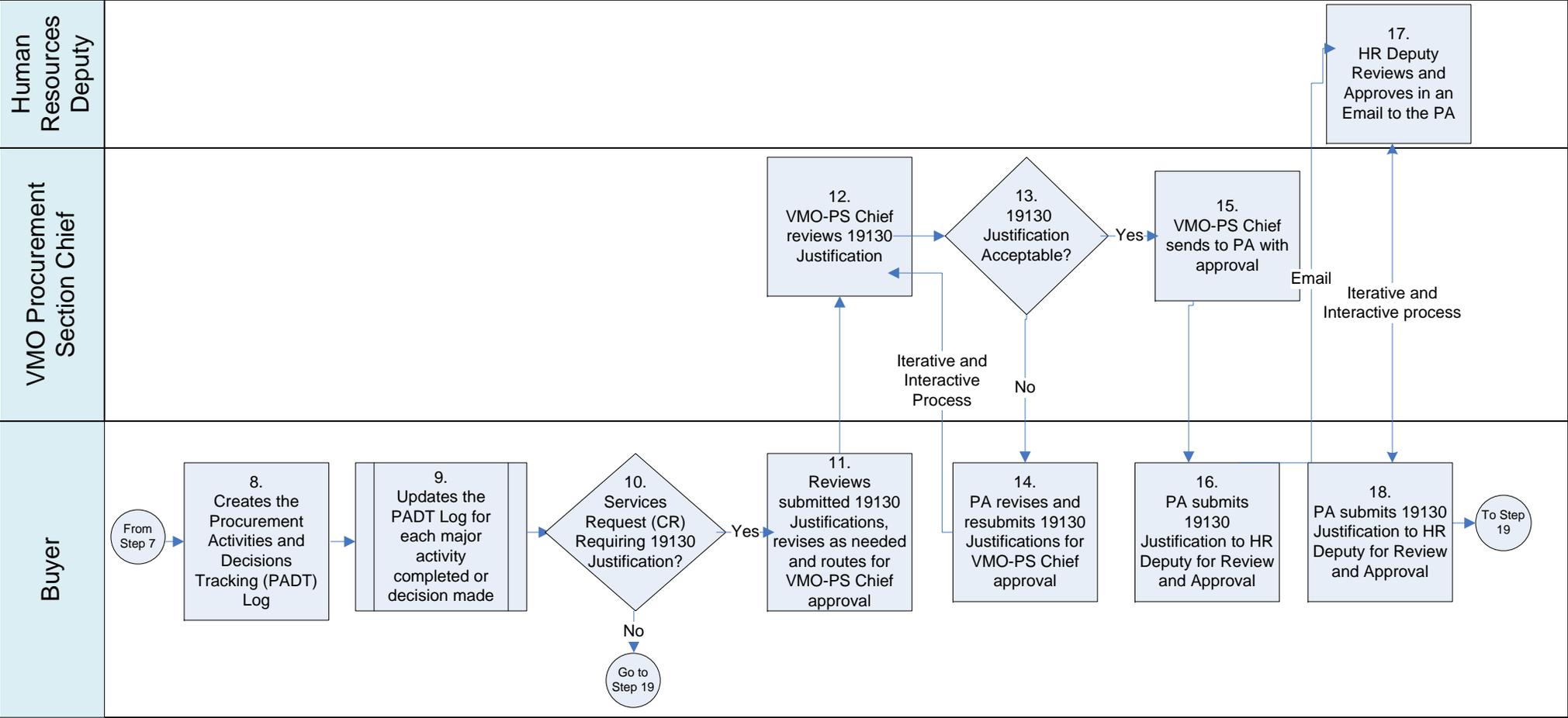
Procurement Procedures (Overview)

Develop Procurement—Classification, Approach, Solicitation, Delegation Determination



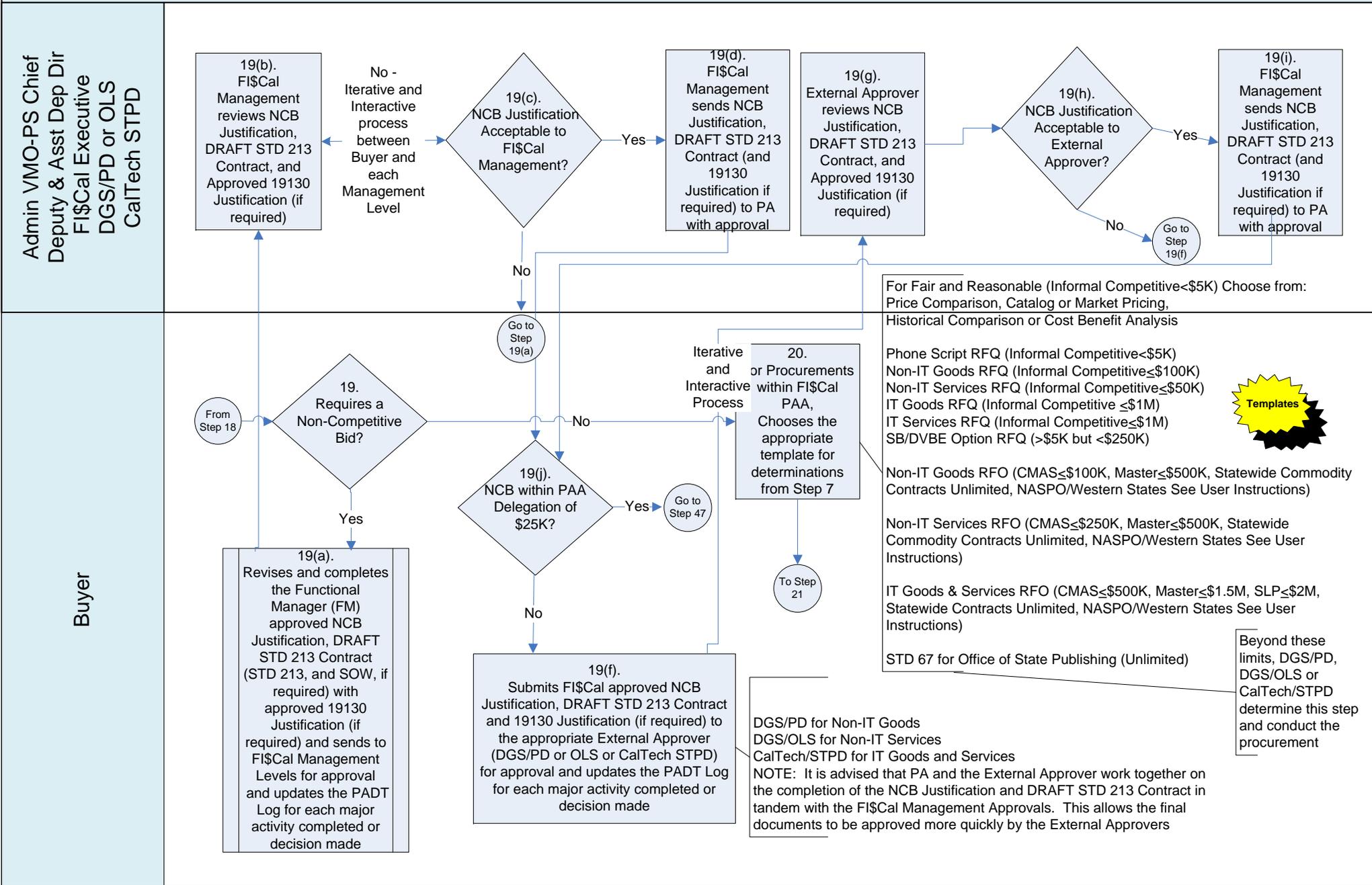
Procurement Procedures (Overview)

Develop Procurement—Tracking Log, 19130 Justification



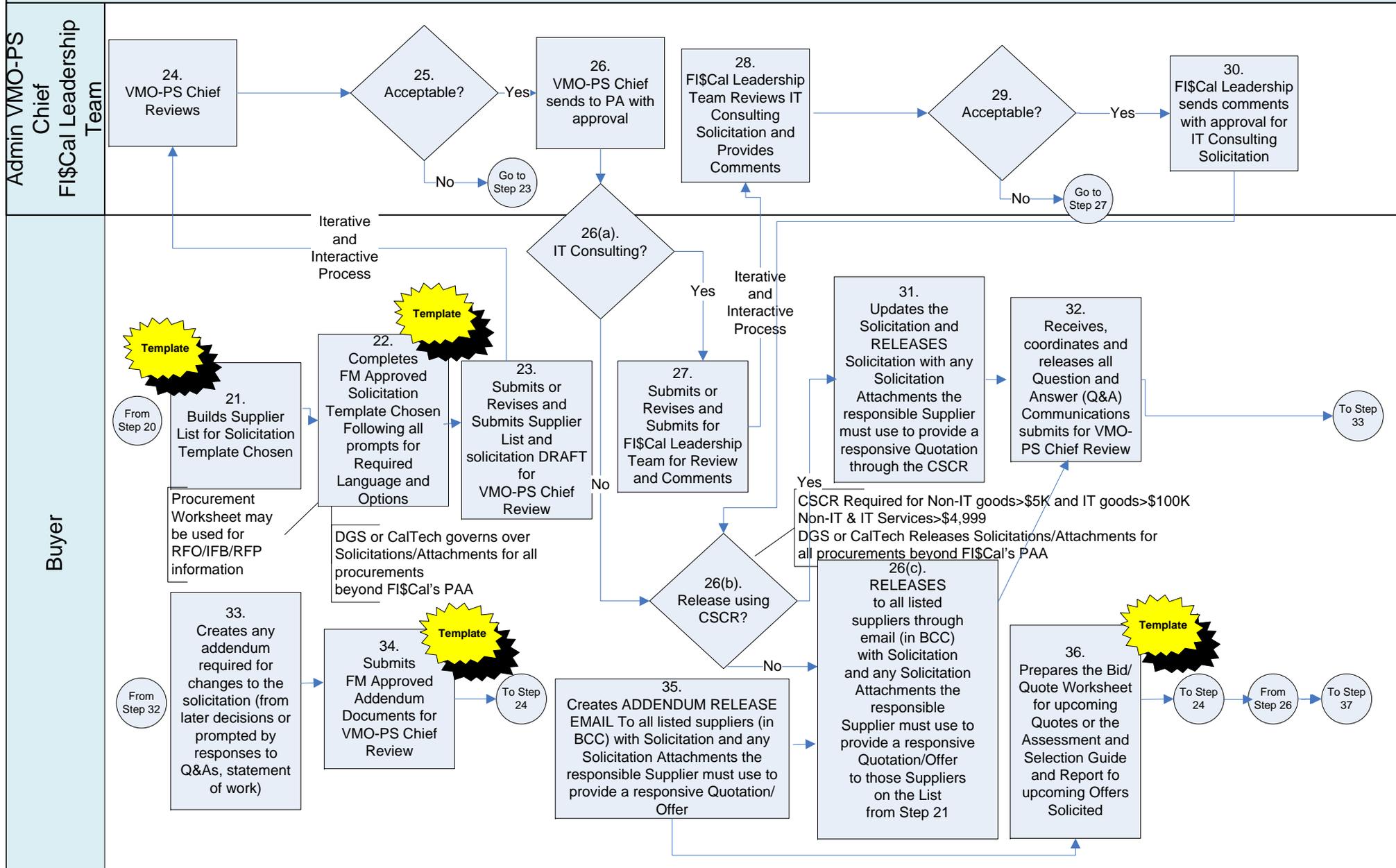
Procurement Procedures (Overview)

Develop Procurement—NCB Determination/Approvals, Solicitation Template Determination



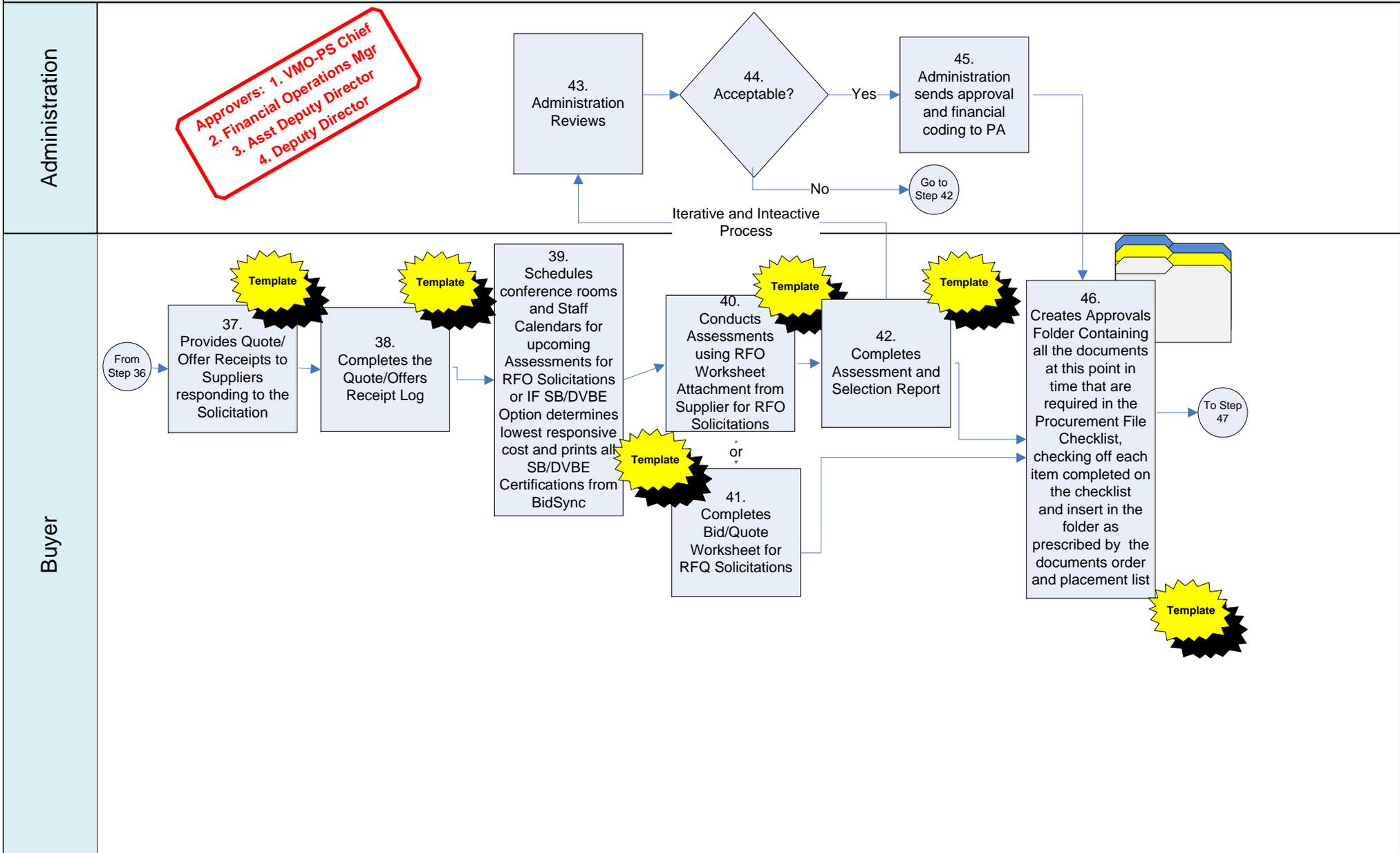
Procurement Procedures (Overview)

Governance and Approval & Release and Evaluation—Solicitation Approval, Release, Q&A, and Addenda



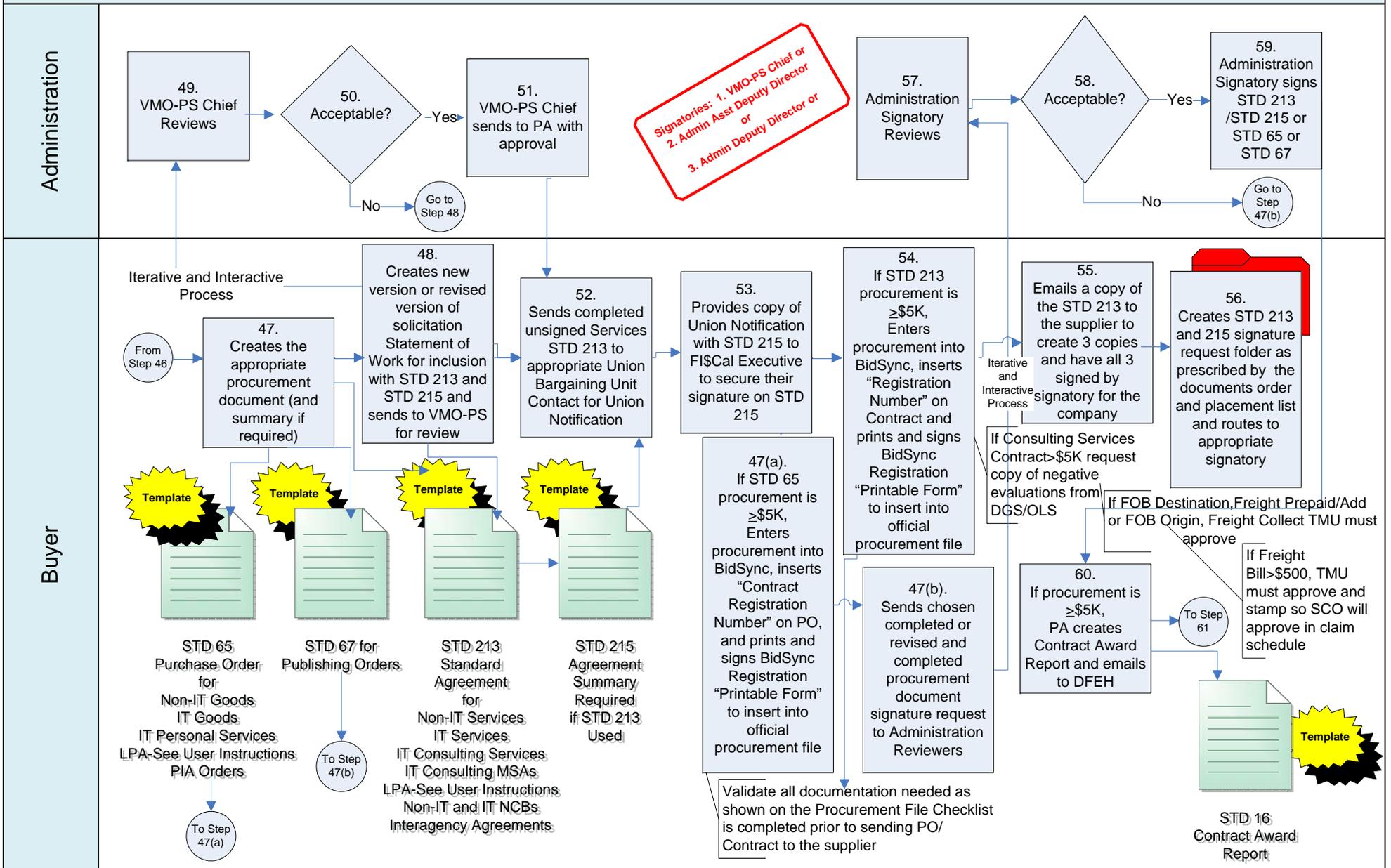
Procurement Procedures (Overview)

Release and Evaluation



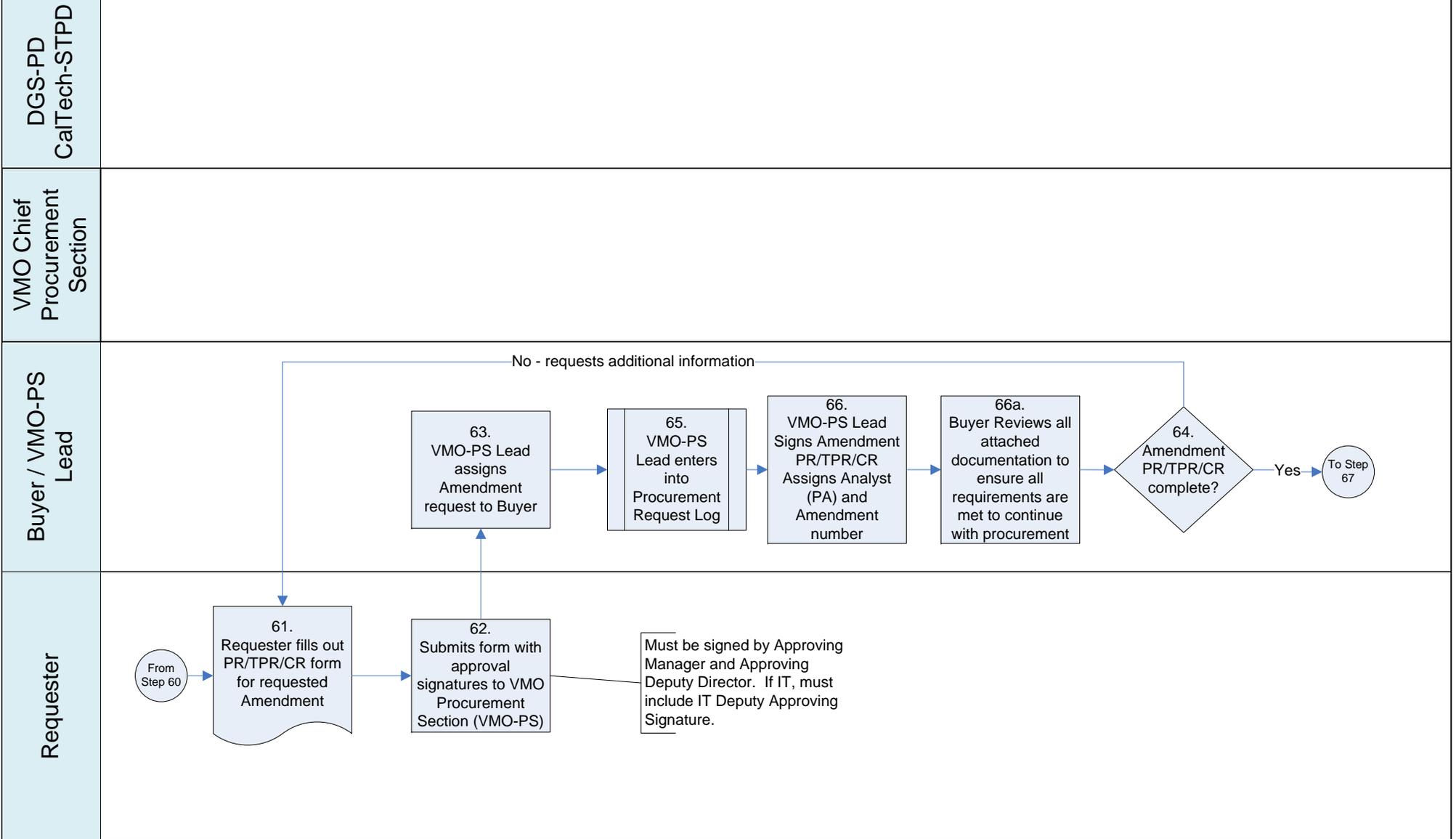
Procurement Procedures (Overview)

Award



Procurement Procedures (Overview)

Amendment

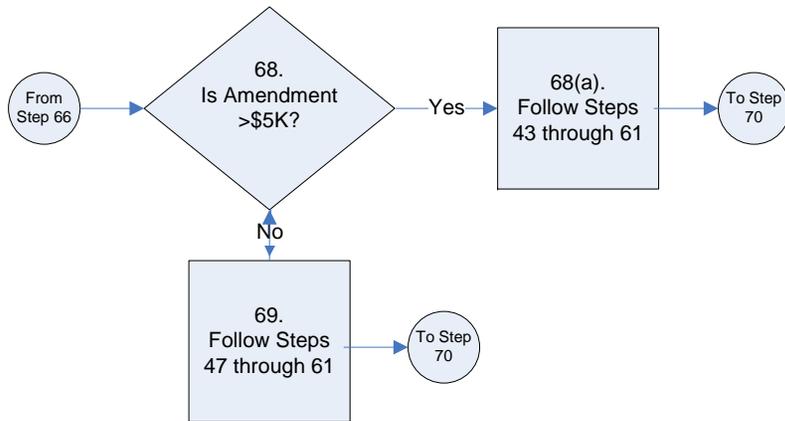


Procurement Procedures (Overview)

Amendment

VMO Chief
Procurement Section

Buyer

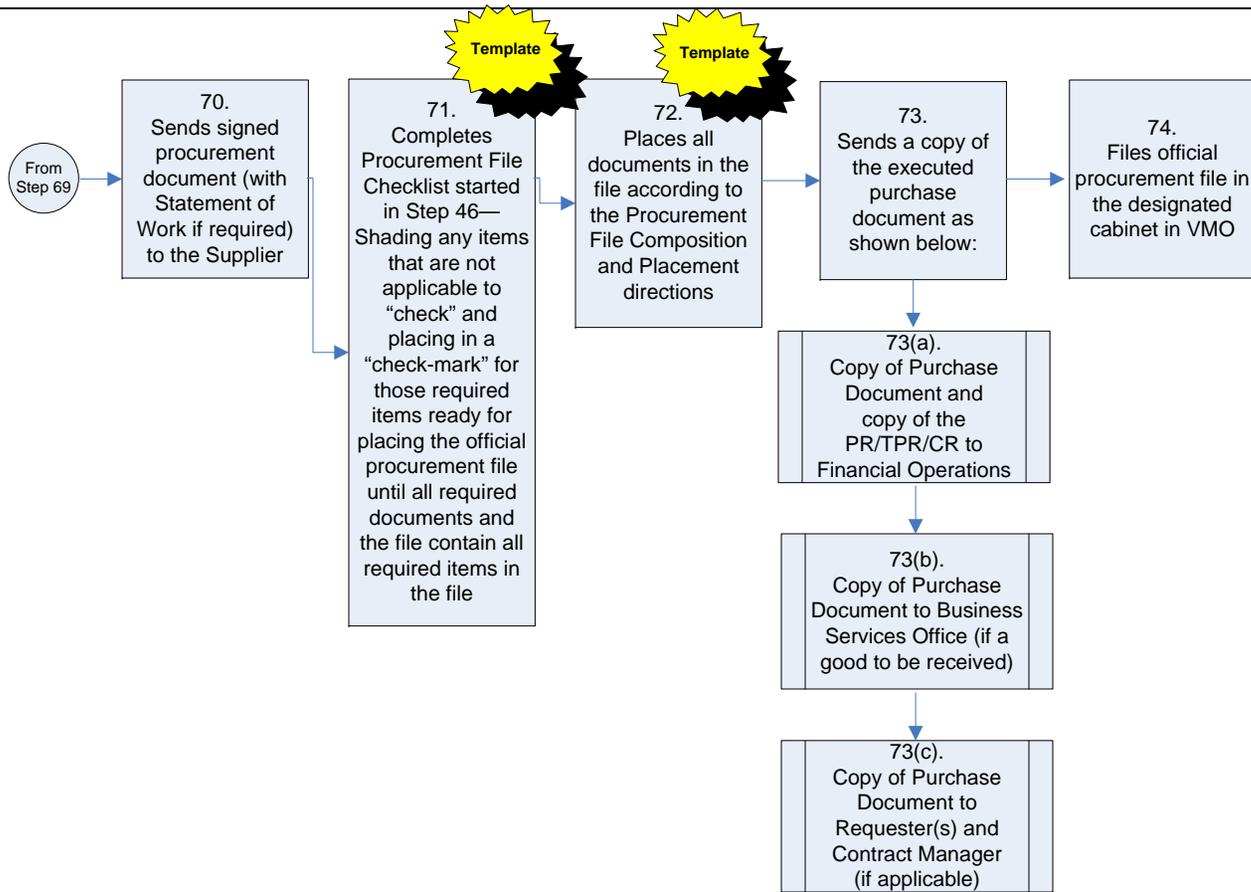


Procurement Procedures (Overview)

Closeout

Administration

Buyer



APPENDIX P – PROCUREMENT ACTIVITIES AND DECISIONS LOG

PROCUREMENT ACTIVITIES AND DECISIONS LOG

VMO - ISSUED NUMBER: #### CONTRACTOR: Name of Awarded Contractor

CONTRACT/PO NUMBER: (Buyer to Assign)

FI\$Cal TEAM: (PMO, CMO, Tech, etc.)

FUNCTIONAL MANAGER (FM): (Identified in the Request)

PURPOSE: (e.g. Quality Assurance Services or Project Management Services, etc.)

Date	Action	Contact Name
SAMPLE	ENTRIES:	
7/21/2011	Procurement Request Form received	John Doe
7/22/2011	Procurement worksheet received	John Doe
7/28/2011	Revised - Procurement worksheet received	John Doe
7/29/2011	Second Revised - Procurement worksheet received	John Doe
8/3/2011	Draft RFO sent to Procurement Lead for peer review	Jane Doe
8/9/2011	Released	
8/16/2011	Questions from Vendors sent to FM for review and to provide answers	John Doe