INVITATION FOR BID
Notice to Prospective Bidders

Single Mode Optical Fiber

IFB 25-0212436

06/23/2026

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I. INTRODUCTION AND OVERVIEW OF REQUIREMENTS

A. PURPOSE OF THIS INVITATION FOR BID

The purpose of this Invitation for Bid (IFB) is to solicit vendors to provide the California Department of Technology (hereinafter referred to as Department of Technology or “State”) with Single Mode Optical Fibers and services described herein. This section contains the detailed procedural requirements pertaining to the services as described in the following sections of this IFB.

A Contract resulting from this IFB will have a term of three (3) years based on completion and acceptance, with the ability to extend for two (2) additional one (1) year terms at the State’s sole option. Responses to this IFB will be evaluated, in accordance with Section IX – Evaluation, based on the combined five (5) year bid; however, the Department of Technology is not obligated to utilize the options to extend the term.

Responses to this IFB will be evaluated based on the lowest responsive responsible bid, and award, if made, will be to a single bidder as calculated in accordance with Section IX Evaluation.

B. SCOPE OF THE IFB AND BIDDER ADMONISHMENT

This IFB is being conducted under the policies developed by the CDT and procedures developed by the Department of General Services as provided under Public Contract Code Section 12102 et seq. This IFB contains the instructions governing the requirements for a firm fixed 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 also addresses the requirements that bidders must meet to be eligible for consideration, as well as addressing bidders' responsibilities before and after installation.

IF A BIDDER EXPECTS TO BE AFFORDED THE BENEFITS OF THE STEPS INCLUDED IN THIS IFB, THE BIDDER MUST TAKE THE RESPONSIBILITY TO:

1. **CAREFULLY READ THE ENTIRE IFB.**
2. **IF CLARIFICATION IS NECESSARY, ASK APPROPRIATE QUESTIONS IN A TIMELY MANNER; BIDDERS ARE ALSO ENCOURAGED TO CLARIFY ANY ASSUMPTIONS**
3. **SUBMIT ALL REQUIRED RESPONSES BY THE REQUIRED DATES AND TIMES.**
4. **MAKE SURE THAT ALL PROCEDURES AND REQUIREMENTS OF THE IFB ARE ACCURATELY FOLLOWED AND APPROPRIATELY ADDRESSED; AND**
5. **CAREFULLY REREAD THE ENTIRE IFB BEFORE SUBMITTING A BID.**

C. AVAILABILITY

Bidder must be available during the time frame of this contract.

D. PROCUREMENT OFFICIAL

The Procurement Official contact information and electronic mailing address to send bids, questions, of this solicitation is:

Name: Dave Wilson
Department: California Department of Technology
Branch: Acquisition & IT Program Management Branch
Phone: (916) 857-9678
Email: Dave.Wilson@state.ca.gov

All inquiries, questions, and bids must be directed to only this person, unless otherwise identified in this solicitation. The State Procurement Official will also act as the department contact for visits or other information.

Oral communications directly with procurement officers and employees concerning this solicitation shall not be binding to the State. Bidders should only rely on written statements issued by the State Procurement Official.

E. KEY ACTION DATES

Listed below are the important actions and dates and times by which the actions must be taken or completed. All times listed are for Pacific Time (PT).

EVENT	DATE	TIME
Release of IFB	06/23/2026	
Bidder's Conference (Optional)	06/25/2026	1:00 PM
Last Day to Submit Questions and Request for Changes	06/29/2026	10:00 AM
Response to Questions	06/30/2026	
Last Day to Submit Intent to Bid Letter and Confidentiality Statement	07/02/2026	5:00 PM
Last Day to Protest Requirements	07/03/2026	5:00 PM
Submission of Final Bid Responses**	07/07/2026	5:00 PM
Evaluations**	07/08/2026	10:00 AM
Notification of Intent to Award**	07/14/2026	
Last Day to Protest Selection**	07/15/2026	5:00 PM
Proposed Contract Execution Date**	07/16/2026	

**All dates after Submission of Bid Responses are tentative and are subject to change without notice.

F. BIDDER'S CONFERENCE (Optional)

Bidder's Conference will be optional and held through a Microsoft Teams meeting for the purpose of discussing and reviewing this IFB.

All respondents planning to attend this conference must contact Dave Wilson at Dave.Wilson@state.ca.gov via email no later than one (1) day prior to the scheduled date and time of the Bidder's Conference. In order to attend the Bidder's Conference, each respondent must return a signed Attachment I-B, Confidentiality Statement. The Respondent's name, name of the represented company, contact number and e-mail address will be required. If required response and documentation is received in time you will be sent the Microsoft Teams details via e-mail from the procurement official listed in section I.D. for the bidder's conference.

Refer to the Key Action Dates Table in Section 1.E of this IFB for Bidder's Conference date and time.

G. INTENT TO BID

Bidders that want to participate in the IFB must submit a notification of intention to bid on this procurement in accordance with Attachment I-A, Letter of Intent to Bid to receive additional information. Only those Bidders acknowledging interest in this IFB will continue to receive additional correspondence throughout this procurement. The letter must identify the contact person(s) for the solicitation process, plus include an email address and a phone and fax number. **The State will notify only one (1) contact person per Bidder.** All bidders must be registered with the Department of General Services (DGS) eProcurement web portal at https://caleprocure.ca.gov/pages/index.aspx which shall be the sole repository for the IFB and all addenda.

It shall be the Bidder's responsibility to immediately notify the Procurement Official identified in Section 1.D, in writing, regarding any changes to the Bidder's contact information. The State shall not be responsible for bid 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. This letter is to also identify the Bidder's intention related to contract language.

H. CONFIDENTIALITY STATEMENT

To preserve the integrity of the security and confidentiality measures integrated into the State's automated information systems, each Bidder is required to sign Attachment 1-B, Confidentiality Statement, and submit it to the Department Official identified in Section 1.D of this IFB along with the signed Letter of Intent to Bid, by the date specified in the Key Action Dates.

I. 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 this procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the Department Official identified in Section 1.D. 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 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

ATTACHMENT I-A, LETTER OF INTENT TO BID

California Department of Technology
Administration Division, Acquisition & IT Program Management Branch
Attn: Dave Wilson
10911 White Rock Rd. 3rd floor
Rancho Cordova, CA 95670

Reference: IFB 25-0212436, Single Mode Optical Fibers

This is to notify you that it is our present intent to [submit/not submit] information in response to the above referenced IFB. The individual to whom all information regarding this IFB shall be transmitted is:

Name:	
Address:	
City, State, and ZIP Code:	
Telephone:	
E-Mail:	

We: (select one)

☐ Intend to submit a bid and have no problem with the IFB requirements.

☐ Intend to submit a bid but have one or more problems with the IFB requirements for reasons stated in this response.

☐ Do not intend to submit a bid, for reasons stated in this response, and have no problem with the IFB requirements.

☐ Do not intend to submit a bid because of one or more problems with the IFB requirements for reasons stated in this response.

Comment(s)/Explanation(s)

We are enclosing, as requested, the signed Confidentiality Statement **(Attachment I-B)** and we concur with the proposed contract language as presented in the IFB.

Sincerely,

Name (Signature)	Name and Title	Email
Company	Telephone	FAX

ATTACHMENT I–B, CONFIDENTIALITY STATEMENT

As an authorized representative and/or corporate officer of the company named below, I agree that all persons employed by this company or subcontracted by this company will adhere to the following policy:

All information belonging to the State or its affiliated agencies is considered sensitive and/or confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Contract.

I certify that 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 the California Department of Technology has on file a confidentiality agreement signed by the other persons, and the disclosure is authorized and necessary to the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, and terms and conditions, and concepts and discussions as well as writing or electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the Project relating to the Confidentiality Project information.

I fully understand that any unauthorized disclosure I make may be a basis for civil or criminal penalties and/or disciplinary action (for State employees). I agree to advise the contract manager immediately in the event of an unauthorized disclosure, inappropriate access, or loss of data.

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

All personnel assigned to this Project shall be provided a confidentiality and non-disclosure statement and will be expected to sign and return it to the representative listed below before beginning work on this project.

____ _________________________
Signature of representative Title Date

____
Typed name of representative

____
Typed title of representative

____
Typed name of company

ATTACHMENT I-C BID SUBMISSION CHECKLIST

A. Does your bid (submitted documentation) follow the format specified in Section VIII (Bid Format) in the IFB?

B. Are the following documents in your bid and in the order specified below?

☐ Cover letter with original signature included. (Refer to Section IV).
☐ Letter of Intent to Bid (Submit per the Key Action Dates)........................ ATTACHMENT I-A
☐ Confidentiality Statement (Submit per the Key Action Dates).................. ATTACHMENT I-B
☐ Payee Data Record (STD 204) .... ATTACHMENT V-A
☐ Certificate of Use Tax Collection for Seller's Permit .... ATTACHMENT V–B
☐ Certificate with the Secretary of State
☐ Pre-Employment Criminal Background Checks (if applicable).............. ATTACHMENT V -C
☐ Bidder Declaration (GSPD-05-105) .... ATTACHMENT V -D
☐ Iran Certification (if applicable).. ATTACHMENT V -E
☐ Small Business (SB) Preference (if applicable)
☐ Commercially Useful Function Certification (if applicable) .... ATTACHMENT V –F
☐ Target Area Agreement Preference Act (TACPA) (if applicable)
☐ Post-Consumer Content Certification .... ATTACHMENT V –G
☐ California Civil Rights Laws Certification .... ATTACHMENT V –H
☐ Byrd Anti-Lobbying Amendment.…………………………………………………….. ATTACHMENT V-I
☐ Bidder Agreement to Technical Requirements .... ATTACHMENT V-J
☐ Administrative Requirement Checklist.. ATTACHMENT VIII-A
☐ Contractor's Work Plan .... APPENDIX-A, SECTION J
☐ Completed STD. 213 IT, with all Exhibits.. APPENDIX A
☐ Detail Cost Worksheets.. APPENDIX-A, EXHIBIT B-1
☐ Have the calculations for the above costs been checked for accuracy?

BIDDERS:

THE STATE MAKES NO WARRANTY THAT THE CHECKLIST IS A FULL AND COMPREHENSIVE LISTING OF EVERY REQUIREMENT SPECIFIED IN THE IFB. 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. THE BIDDERS ARE ENCOURAGED TO CAREFULLY READ THE ENTIRE IFB. THE NEED TO VERIFY ALL DOCUMENTATION AND RESPONSES PRIOR TO THE SUBMISSION OF BIDS CANNOT BE OVER EMPHASIZED.

II. RULES GOVERNING COMPETITION

A. IDENTIFICATION AND CLASSIFICATION OF IFB REQUIREMENTS

1. 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 the IFB indicates a requirement or condition which is mandatory. A deviation from a requirement is material if the deficient response is not in substantial accord with the IFB 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 supplier, or on the cost to the State. Material deviations cannot be waived. A deviation, if not material, may be waived by the State.

2. Desirable Items

The words "should" or "may" in the IFB 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.

B. BIDDING REQUIREMENTS AND CONDITIONS

1. General

This IFB, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of goods and services by public bodies in the State of California. A bidder's Final Bid is an irrevocable offer for 90 days[1] following the scheduled date for Submission of Final Bids specified in Section I.E, Key Action Dates, of the solicitation document. A bidder may extend the offer in the event of a delay of contract award.

2. IFB Documents

This IFB includes, in addition to an explanation of the State's needs which must be met, instructions which prescribe the format and content of bids to be submitted and the model(s) of the contract(s) to be executed between the State and the successful bidder(s). If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB, the bidder shall immediately notify the Procurement Official identified in Section I.D of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to Paragraph II.B.7, Addenda, below. Such clarifications shall be given by written notice to all parties who have identified themselves as bidders to the Procurement Official identified in Section I.D, without divulging the source of the request for same. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible therefore.

1 This period of time may be changed to accommodate processing time for Special Project Reports, Section 11 budget approvals, and other procurement delays.

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

3. Examination of the Work

The bidder should carefully examine the entire IFB and any addenda thereto, and all related materials and data referenced in the IFB or otherwise available to the bidder and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work. Specific conditions to be examined may be listed in the IFB section on Administrative Requirements and/or the section on Technical Requirements.

4. Questions Regarding the IFB

Bidders requiring clarification of the intent or content of this IFB or on procedural matters regarding the competitive bid process may request clarification by submitting questions, in an email clearly marked "Questions Relating to IFB 25-0212436" to the Procurement Official listed in Section I.D. To ensure a response, questions must be received in writing by the scheduled date(s) given in Section I.E, Key Action Dates. Question and answer sets will be made available to all bidders without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

A bidder who desires clarification or further information on the content of the IFB, but whose questions relate to the proprietary aspect of that bidder's bid and which, if disclosed to other bidders, would expose that bidder's bid, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date specified in Section I.E, Key Action Dates. The bidder must explain why any questions are sensitive in nature. If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the bid, the question will be answered and both the question and answer will be kept in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the bidder will be so notified.

If the bidder believes that one or more of the IFB requirements is onerous, unfair, or imposes unnecessary constraints to the bidder in proposing less costly or alternate solutions, the bidder may request a change to the IFB by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change. Such request must be submitted to the Procurement Official by the date specified in Section I.E, Key Action Dates, for submitting a request for change. **Request for changes and State's response will be published as a Question and Answer set. Oral responses shall not be binding on the State.**

5. Bidders' Conference

A Bidders' Conference may be held, during which suppliers will be afforded the opportunity to meet with State personnel and discuss the content of the IFB and the procurement process. Suppliers are encouraged to attend the Bidders' Conference. The time, date, and place of such conference, if held, is specified in Section I.F, Bidders' Conference. The State may also accept oral questions during the conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. If questions asked at the conference cannot be adequately answered during the discussion, bidders will be asked to submit the question in writing to the Procurement Official. Answers to the questions will be published in a Question and Answer set. Oral answers shall not be binding on the State.

6. Supplier's Intention to Submit a Bid

Suppliers who want to participate in the bidding process are asked to state their intention by the date specified in Section I.E, Key Action Dates, with respect to submission of bids. The State is also interested as to a supplier's reasons for not submitting a bid; as, for example, requirements that cannot be met or unusual terms and conditions which arbitrarily raise costs.

7. Addenda

The State may modify the IFB prior to the date fixed for Contract Award by issuance of an addendum to all bidders who are participating in the bidding process at the time the addendum is issued unless the addendum changes are such as to offer the opportunity for nonparticipating bidders or suppliers to become participating. Addenda will be numbered consecutively. If any supplier determines that an addendum unnecessarily restricts its ability to bid, the supplier is allowed one (1) State working day to submit a protest to the addendum according to the instructions contained in Section II.J.

8. Bonds

The State reserves the right to require a faithful performance bond or other security document as specified in the IFB from the supplier in an amount not to exceed the amount of the contract.

9. Discounts

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

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

10. Exclusion for Conflict of Interest

No consultant shall be paid out of State funds for developing recommendations on the acquisition of information technology (IT) products or services or assisting in the preparation of a feasibility study if that consultant is to be a source of such acquisition or could otherwise directly and/or materially benefit from State adoption of such recommendations or the course of action recommended in the 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.

11. Seller’s Permit

This IFB is subject to all requirements set forth in Sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and Section 10295 of the Public Contract Code, requiring suppliers to provide a copy of their retailer’s seller’s permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates issued by the State of California’s Board of Equalization. Unless otherwise specified in this IFB, a copy of the retailer’s seller’s permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates must be submitted within five (5) State business days of the State’s request. Failure of the supplier to comply by supplying the required documentation will cause the supplier’s bid to be considered nonresponsive and the bid rejected.

12. Disclosure of Financial Interests

Bids in response to State procurements for assistance in preparation of feasibility studies or the development of recommendations for the acquisition of IT products and services must disclose any financial interests (i.e., service contract, Original Equipment Manufacturer (OEM) agreements, remarketing agreements, etc.) that may foreseeably allow the individual or organization submitting the bid to materially benefit from the State's adoption of a course of action recommended in the feasibility study or the acquisition recommendations. If, in the State's judgment, the financial interest will jeopardize the objectivity of the recommendations, the State may reject the bid.

13. Unfair Practices Act and Other Laws

Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable State and Federal laws and regulations.

C. BIDDING STEPS

1. General

The procurement process to be used in this solicitation document is described below. All processes result in a Final Phase and will always include a Final Bid.

The Final Bid is a mandatory step for all bidders; and any other steps are optional unless otherwise stated in Section II.C of this solicitation. However, all bidders are strongly encouraged to follow the scheduled steps of this solicitation document in order to submit a compliant Final Bid. **Costs submitted in any submission other than the Final Bid may preclude the bidder from continuing in the process.**

D. FINAL BID PHASE

The purpose of the Final Bid Phase is to obtain bids that are responsive in every respect.

1. Final Bid

The Final Bid must be complete, including all cost information, signatures, and other requirements identified in in IFB section II.D.6, Completion of Bids. Cost data (as identified in the above referenced section) must be submitted under separate, sealed cover. **Changes that appear in the Final Bid, other than correction of defects, increase the risk that the Final Bid may be found defective.**

2. Confidentiality

Bidders should be aware that marking a document "confidential", "proprietary," or "trade secret" in a Final Bid may exclude it from consideration for award and will not keep that document from being released after notice of Intent to Award as part of a response to a Public Record Act request, unless a court of competent jurisdiction has ordered the State not to release the document.

3. Submission of Bids

The instructions contained herein apply to the Final Bid.

4. Preparation

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

Therefore, bidders are cautioned not to rely on the State, during these evaluations and reviews, to discover and report to the bidders all defects and errors in the submitted documents. Before submitting each document, the bidder should carefully proofread it for errors and adherence to the IFB requirements.

5. Bidder's Cost

Costs for developing Final Bids are the responsibility entirely of the bidders and shall not be chargeable to the State.

6. Completion of Bids

Final Bids must be complete in all respects as required by the IFB section VIII, Bid Format. A Final Bid shall be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Bid must be rejected if any such defect or irregularity constitutes a material deviation from the IFB requirements. The Final Bid must contain all costs required by the IFB section VII, Cost, and Sectio VIII, Bid Format, setting forth a unit price and total price for each unit price item, and a total price for each lump sum price item in the schedule, all in clearly legible figures. <u>If</u>

required in IFB section VIII, Bid Format, cost data (as identified in the above referenced section) must be submitted under separate, sealed cover.

7. False or Misleading Statements

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

8. Signature of Bid

A cover letter (which shall be considered an integral part of the Final Bid) and Standard Agreement Form 213 or a Bid Form shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. **An unsigned Final Bid shall be rejected**.

9. Delivery of Bids

Bidders must submit one (1) electronic copy of bid to the Procurement Official stated in Section I. All documents in the bid requiring an electronic signature must bear a signature of a person authorized to bind the bidding Contractor contractually.

All bids must be submitted via e-mail and sent to California Department of Technology by dates and times shown in Section I.E, Key Action Dates.

The completed bid response shall be submitted by email as follows:

a) Email bids to Dave.Wilson@state.ca.gov
b) Only bids received to this mailbox will be considered. Bids shall not be sent to any other mailbox.
c) Email should clearly identify in the Subject Line “Bid Response for IFB # 25-0212436”
d) Emails will not be opened by the Procurement Official until the required bid due date and time.

Emails should not exceed ten (10) megabytes (MB). The State’s mail server may automatically reject excessively large emails. Bidder may submit multiple emails if file size exceeds the recommended ten (10) MB. Multiple emails should be identified as follows: 1 of 3, 2 of 3, 3 of 3, etc.

For the purposes of this solicitation only, all bids shall be valid for ninety (90) calendar days after bid opening date.

10. Withdrawal and Resubmission/Modification of Bids

A bidder may withdraw its Final Bid at any time prior to the bid submission date and time specified in Section I.E by submitting a written notification of withdrawal signed by the bidder authorized in accordance with Section II.D.8, Signature of Bid. The bidder may thereafter submit a new or modified bid prior to such bid submission date and time. Modification offered in any other manner, oral or written, will not be considered. Other than as specified in this IFB or otherwise allowed by law, Final Bids cannot be changed or withdrawn by the bidder after the date and time designated for receipt..

E. REJECTION OF BIDS

The State may reject any or all bids and may waive any immaterial deviation or defect in a bid. The State's waiver of any immaterial deviation or defect shall in no way modify the IFB documents or excuse the bidder from full compliance with the IFB specifications if awarded the contract.

F. EVALUATION AND SELECTION PROCESS

1. General

Bids will be evaluated according to the procedures contained in IFB Section IX, Evaluation.

2. Evaluation Questions

During the evaluation and selection process, the State may desire the presence of a bidder's representative for answering specific questions, orally and/or in writing. During the evaluation of Final Bids, the State may ask the bidder to clarify their submitted information but will not allow the bidder to change their bid.

3. Errors in the Final Bid

An error in the Final Bid may cause the rejection of that bid; however, the State may, at its sole option, retain the bid and make certain corrections.

In determining if a correction will be made, the State will consider the conformance of the bid to the format and content required by the IFB, and any unusual complexity of the format and content required by the IFB.

a) If the bidder's intent is clearly established based on review of the complete Final Bid submittal, the State may, at its sole option, correct an error based on that established intent.

b) The State may, at its sole option, correct obvious clerical errors.

c) The State may, at its sole option, correct discrepancy and arithmetic errors on the basis that if intent is not clearly established by the complete bid submittal the Master Copy shall have priority over additional copies, the bid narrative shall have priority over the contract, the contract shall have priority over the cost sheets, and within each of these, the lowest level of detail will prevail. If necessary, the extensions and summary will be recomputed accordingly, even if the lowest level of detail is obviously misstated. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the total price by the quantity of the item.

d) The State may, at its sole option, correct errors of omission, and in the following four situations, the State will take the indicated actions if the bidder's intent is not clearly established by the complete bid submittal.

i. If an item is described in the narrative and omitted from the contract and cost data provided in the bid for evaluation purposes, it will be interpreted to mean that the item will be provided by the bidder at no cost.

ii. If a minor item is not mentioned at all in the Final Bid and is essential to satisfactory performance, the bid will be interpreted to mean that the item will be provided at no cost.

iii. If a major item is not mentioned at all in the Final Bid, the bid will be interpreted to mean that the bidder does not intend to supply that item.

iv. If a major item is omitted, and the omission is not discovered until after contract award, the bidder shall be required to supply that item at no cost.

The determination of whether an item is minor or major is the responsibility of the State.

e) If a bidder does not follow the instructions for computing costs not related to the contract (e.g., State personnel costs), the State may reject the bid, or at its sole option, recompute such costs based on instructions contained in the IFB.

f) If the re-computations or interpretations, as applied in accordance with this section, subparagraph d, result in significant changes in the amount of money to be paid to the bidder (if awarded the contract) or in a requirement of the bidder to supply a major item at no cost, the bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its bid.

IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW THE COST ELEMENTS IN THEIR FINAL BID, SINCE THEY WILL NOT HAVE THE OPTION TO CORRECT ERRORS AFTER THE TIME FOR SUBMITTAL.

g) At the State's sole discretion, it may declare the Final Bid to be a Draft Bid in the event that the State determines that Final Bids from all bidders contain material deviations. Bidders may not protest the State's determination that all bids have material deviations. If all bids are declared noncompliant, the State may issue an addendum to the IFB. Should this occur, Confidential Discussions will be held with bidders who submitted a non-compliant bid. Bidders will be notified of the due date for the submission of a new Final Bid to the State. This submission must conform to the requirements of the original IFB as amended by any subsequent addenda. The new Final Bids will be evaluated as required by Section IX, Evaluation.

G. AWARD OF CONTRACT

Award of contract, if made, will be in accordance with IFB Section IX, Evaluation to a responsible bidder whose Final Bid complies with all the requirements of the IFB documents and any addenda thereto, except for such immaterial defects as may be waived by the State.

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

Written notification of the State's intent to award will be made to all bidders submitting a Final Bid. If a bidder, having submitted a Final Bid, can show that its bid, instead of the bid selected by the State, should be selected for contract award according to the rules of Section II.J, the bidder will be allowed one (1) State working day to submit a protest to the Intent to Award, according to the instructions contained in Section II.J.

H. DEBRIEFING

A debriefing may be held after contract award at the request of any bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the bidder's Final Bid. A debriefing is not the forum to challenge the IFB specifications or requirements.

I. CONTRACTUAL INFORMATION

The State has model contract forms to be used by State agencies when contracting for information technology (IT) goods and services. The model contract(s) appropriate for the specific requirements of this IFB are included in this IFB.

J. OTHER INFORMATION

Protests

Before a protest is submitted regarding any issue other than selection of the "successful bidder," the bidder must make full and timely use of the procedures described in Section II to resolve any outstanding issue(s) between the bidder and the State. The procurement procedure is designed to give the bidder and the State adequate opportunity to submit questions and discuss the requirements, bids, and counter bids before the Final Bid is due.The protest procedure is made available in the event that a bidder cannot reach a fair agreement with the State after exhausting these procedures. There are two types of protests: requirements (initial) protests and award protests. A protest shall be submitted according to the procedure below. Protests regarding any issue other than selection of the "successful bidder" are requirements protests and will be heard and resolved by the Deputy Director of the Department of General Services, Procurement Division, whose decision will be final.

An award protest is where a bidder has submitted a bid which it believes to be totally responsive to the requirements of the IFB and to be the bid that should have been selected according to the evaluation procedure in Section IX, Evaluation, and the bidder believes the State has incorrectly selected another bidder for award. For this situation, the bidder may submit a protest of the selection as described below. Protests regarding selection of the "successful bidder" will be heard and resolved by the Victims Compensation and Government Claims Board, whose decision will be final.

All protests must be made in writing, signed by an individual authorized under Section II.D.8, Signature of Bid, and contain a statement of the reason(s) for 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:

Street Address:
Deputy Director
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605

Mailing Address:
Deputy Director
Procurement Division
P.O. Box 989052
Sacramento, CA 95798-9052

All protests to the IFB requirements or procedures must be received by the Deputy Director of the Procurement Division as promptly as possible, but not later than the respective time and date Specified in Section I.E, Key Action Dates. 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 respective time and date specified in Section I.E for such protests or the respective date of the Notification of Intent to Award, whichever is later. Certified or registered mail should be used unless delivered in person, in which case the protester should obtain a receipt of delivery.

K. DISPOSITION OF BIDS

All materials submitted in response to this IFB will become the property of the State of

California and will be returned only at the State's option and at the bidder's expense. At a minimum, the Master Copy of the Final Bid shall be retained for official files and will become a public record after the issuance of the Notification of Intent to Award. However, materials the State considers confidential information (such as confidential financial information submitted to show bidder responsibility) will be returned upon request of the bidder.

L. CONTACTS FOR INFORMATION

Bidders may contact the Procurement Official listed in Section I.D.

Oral communications of department officers and employees concerning this IFB shall not be binding on the State and shall in no way excuse the bidder of any obligations set forth in this IFB.

M. PLASTIC TRASH BAG CERTIFICATION VIOLATIONS

Public Resources Code Section 42290 et seq. prohibits the State from contracting with any supplier, manufacturer, or wholesaler, and any of its divisions, subsidiaries, or successors that have been determined to be noncompliant to the recycled content plastic trash bag certification requirements. This includes award of a State contract or subcontract or renewal, extension, or modification of an existing contract or subcontract. Prior to award the State shall ascertain if the intended awardee or proposed subcontractor is a business identified on the current California Integrated Waste Management Board noncompliant list(s). In the event of any doubt of the status or identity of the business in violation, the State will notify the Board of the proposed award and afford the Board the opportunity to advise the State. No award will be made when either the bidder or a subcontractor has been identified either by published list or by advice from the Board, to be in violation of certification requirements.

N. AIR OR WATER POLLUTION VIOLATIONS

Unless the contract is less than $25,000 or with a non-competitively bid contractor, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any state or federal air or water pollution control laws.

Prior to an award, the State shall ascertain if the intended awardee is a person included in notices from the Boards. In the event of any doubt of the intended awardee's identity or status as a person who is in violation of any state or federal air or water pollution law, the State will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the Department that the intended awardee is such a person.

No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of state or federal air or water pollution control laws.

O. UNFAIR PRACTICES ACT AND OTHER LAWS

Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable State and Federal laws and regulations.

P. Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388):

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-21387). Violations must be reported to Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

III. CURRENT SERVICES

The California Department of Technology (CDT) has data residing at two separate campuses that replicate one to the other for disaster and operational recovery (OR) purposes. Two additional locations in downtown Sacramento are part of one of the paths connecting the two CDT campuses locations, resulting in a total of four fiber paths necessary to provide connectivity between the CDT campuses.

CDT determined the most cost effective means for satisfying current replication requirements and expected growth is through the use of Dense Wavelength Division Multiplexing (DWDM) over leased optical fibers with multiple ESCON, FICON and gigabit channels connecting the two (2) campuses: State Compensation Insurance Fund Campus (SCIF) located at 1020 Vaquero Circle, Vacaville, CA, and Gold Camp Campus (GCC) located at 3101 Gold Camp Drive, Rancho Cordova, CA; and the two locations in downtown Sacramento.

Redundant and physically diverse fiber paths are required to ensure high availability of critical services provided to the people of California.

CDT requires end-to-end access to leased dark fiber for three fiber paths, between the termination points described below, to support routing equipment provided by CDT at each end interfacing with proprietary IBM channels and Ethernet switching to provide site-to-site connectivity.

1) SCIF at Vaquero Circle, Vacaville CA to the East End Complex (EEC) at 1615 Capitol Avenue, Sacramento, CA. (Blue path)
2) SCIF at Vaquero Circle, Vacaville CA to GCC at 3101 Gold Camp Drive, Rancho Cordova, CA. (Green path)
3) GCC at 3101 Gold Camp Drive, Rancho Cordova, CA to CDT/OTech Campus at 744 P Street, Sacramento, CA. (Yellow path)

IV. PROPOSED SERVICES

The California Department of Technology (CDT) is requesting, in accordance with this IFB and the attached SOW, a Contractor to provide installation, lease, maintenance and monitoring of one (1) pair of optical fibers connecting two (2) campuses for the Department of Technology. The Optical Fibers will connect from the State Compensation Insurance Fund Campus (SCIF) located at 1020 Vaquero Circle, Vacaville, CA to the Gold Camp Campus (GCC) at 3101 Gold Camp Drive, Rancho Cordova, CA.

CDT would prefer unrestricted fiber run between these two sites with no add drop multiplexing or repeaters installed. In addition to installation, leasing, monitoring, and maintaining the existing fiber optic networks (dark fiber), the Contractor may be also required to modify and/or repair existing fiber optic cable connectivity at the two sites identified above.

All installation and acceptance must be completed by 09/30/2026.

V. ADMINISTRATIVE REQUIREMENTS

A. INTRODUCTION

In addition to meeting the technical requirements of this IFB listed in Section VI, Technical Requirements, Bidders must adhere to all the administrative requirements of this IFB to be responsive. These include:

1. The requirements in Section II ,Rules Governing Competition.
2. The schedule and other requirements specified in Section I, Introduction and Overview of Requirements.
3. The format specified in Section VIII, Bid Format.
4. The completion of cost sheets specified in Section VII, Cost.
5. The administrative requirements of this Section.

B. BIDDER RESPONSIBILITY

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

C. BID COVER LETTER

The Bidder must include a cover letter signed by an individual who is authorized to bind the Bidder contractually. The cover letter must state that the individual is so authorized and must identify the title or position that the individual holds in the Bidder’s firm. <u>An unsigned cover letter may cause the Final Bid to be rejected.</u>

The Cover Letter must contain the following information:

1. Signature of an individual authorized to bind the firm contractually, identifies the signer’s title and stipulates the signature authority;

2. Statement that the bid response is the Contractor’s binding offer, good for 90 calendar days from Final Bid due date, as noted in Section I.E, Key Action Dates;

3. Statement indicating that the Bidder has available staff with the appropriate skills to complete performance under the Contract for all services and provide all deliverables as described in this IFB; and

4. Statement indicating that the bidder agrees to the terms and conditions of this IFB and accepting responsibility as the Prime Contractor if awarded the Contract resulting from this IFB.

D. PAYEE DATA RECORD (STD 204)

The Bidder must sign Attachment V-A, Payee Data Record, STD. 204, and submit with their Final Bid.

This form is located at the following website:
https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf

E. CERTIFICATION WITH THE SECRETARY OF STATE

If required by law, the Prime Contractor must provide certification through the California Secretary of State (SOS) to do business in the State of California. If the Bidder does not currently have this certification, the firm must be certified before a Contract award can be made and must provide information in the Final Bid to support the status of its application to be certified to do business in the State of California.

Domestic and foreign Corporations, Limited Liability Companies (LLCs), Limited Liability Partnerships (LLPs) and Limited Partnerships (LPs) must be registered with the California SOS to be awarded the Contract. The SOS Certificate of Status must be included with the bid. The required document(s) may be obtained through the SOS, Certification and Records Unit at (916) 657-5448 or through the following website: https://bizfileonline.sos.ca.gov/

F. CERTIFICATION OF USE TAX COLLECTION FOR SELLER'S PERMIT

The Bidders are subject to all requirements set forth in Sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and Section 10295 of the Public Contract Code, requiring suppliers to provide a copy of their retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates issued by the State of California's Board of Equalization. Unless otherwise specified in this IFB, a copy of the retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates must be submitted with the Bidder's Final Bid. Failure of the Bidder to comply by supplying the required documentation will cause the Bidder's Bid to be considered non-responsive and the Bid rejected. See Attachment V-B, Certificate of Use Tax Collection for Seller's Permit.

G. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION PROGRAM REQUIREMENTS

The California Department of Technology elects to waive the DVBE Program Requirements in this IFB but opts to include the DVBE Incentive.

H. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) INCENTIVE

DVBE incentives will be applied pursuant to CCR, Title 2, §§ 1896.99.100 and 1896.99.120. The incentive will be applied during the evaluation process and will only be applied to responsive bids from responsible Bidders providing at least three percent (3%) DVBE participation, as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount is based on a scale under which Bidders obtaining higher levels of participation qualify for greater incentive amounts, according to Table 5.1, below. The minimum incentive amount for this IFB is three percent (3%), with a maximum incentive amount of five percent (5%).

Table 5.1 – DVBE Incentive Point Scale

Confirmed DVBE participation of:	DVBE Incentive:
5% or more	5%
4% up to 4.99%	4%
3% up to 3.99%	3%
Less than 3%	0%

If a Bidder is claiming the DVBE incentive, they must complete and submit a Bidder Declaration GSPD-05-105, Attachment V-D.

I. SMALL BUSINESS PREFERENCE

Sections 14835, *et seq*. of the Government Code requires that a five percent (5%) preference be given to Bidders who qualify as a small business or Bidders who qualify as a non-small business claiming at least twenty-five percent (25%) 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 in California Code of Regulations, Title 2, Sections 1896, *et seq*. Small business nonprofit veteran service agency (SB/NVSA) prime Bidders that are California small business certified and meet the requirements under Military and Veterans Code sections 999.50, *et seq*. are eligible for the five percent (5%) small business preference. More information regarding the small business preference may be found at the following website: Small Business (SB) Certification Rules

If a Bidder is claiming the Small Business Preference, they must complete and submit a Bidder Declaration GSPD-05-105, Attachment V-D with the Final Bid. **If the bidder has no sub-contractors, complete the form with "Not Applicable" and the Bidder's signature.**

Certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date; and the OSDS must be able to approve the application as submitted. Bidders may contact the OSDS for any information or questions concerning certification.

J. TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

Preference will be granted to the California-based Bidders in accordance with Government Code section 4530 whenever agreements for goods and services are in excess of $100,000 and the Bidder meets certain requirements, as defined in the California Code of Regulations (Title 2, section 1896.30), regarding labor needed to produce the goods or provide the services being procured. Bidders desiring to claim TACPA shall complete Std. Form 830, Target Area Contract Preference Act, Preference Request for Goods and Services, and submit it with the Final Bid. Refer to the following website link to obtain the appropriate form: http://tacpa.dgs.ca.gov/

K. COMMERCIALLY USEFUL FUNCTION

Bidders and Subcontractors identified in the bid response to fulfill the requirements for one or more of the socio-economic programs (e.g., DVBE, small business) must perform a commercially useful function (CUF) in the resulting contract. CUF is defined pursuant to Military and Veterans Code section 999(b)(5)(B) and Government Code section 14837(d)(4)(A) for the DVBE and small business programs, respectively.

Bidders must complete and submit as part of the bid response, Attachment V-F, Commercially Useful Function Certification.

Bidder(s) 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.

L. PRE-EMPLOYMENT CRIMINAL BACKGROUND CHECK POLICY

The California Department of Technology recognizes the need for hiring practices that will ensure the greatest degree of security for data center operations and the data maintained within the Department (Policy Number 2021). Under the authority of Government Code 11546.6, a criminal background check utilizing California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) records must be conducted on all prospective contractor, subcontractor, volunteer, or vendor whose duties include, or would include, working on data center, telecommunications, or network operations, engineering, or security with access to confidential or sensitive information and data on the network or computing infrastructure. All fingerprints shall be taken digitally using Live Scan technology and transmitted electronically to the DOJ.

Upon award, the Contractor must have each and every employee (including any subcontracted employees) engaged in the resulting contract to get a criminal background check utilizing California DOJ and FBI records. See Attachment V-C, Pre-Employment Criminal Background Check Policy, for further instructions. Failure to comply with the criminal background check policy will result in disqualification or contract termination.

The State reserves the right to request substitution of employees who fail the criminal background check. Contractor must provide a substitute of equal or better qualifications for the same rate as proposed in Cost Worksheet.

M. IRAN CONTRACTING ACT

The Iran Contracting Act of 2010, establish restrictions against contracting with vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. Agencies receiving bids or entering or renewing contracts valued at $1 million or more must obtain a certification from the vendor certifying they are not on the list and are not a financial institution extending credit to an ineligible vendor on the list. Bidders must complete and sign Attachment V-E, Iran Contracting Act and submit with their bid response.

N. POST CONSUMER CONTENT CERIFICATION

State agencies are required to report purchases in many product categories. In order to comply with those requirements, contractors are required to complete and return Attachment V-G - Recycled Content Certification form, if applicable, with your bid response. Failure to complete and return the form may disqualify your bid from consideration.

O. CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Effective January 1, 2017, the Unruh Civil Rights Act and the Fair Employment and Housing Act (also referred to as the Acts; see Public Contract Code section 2010) establishes restrictions against contracting with vendors that have policies or practices that violate the Acts.

Pursuant to Public Contract Code (PCC) 2010, a person that submits a bid or proposes to renew a contract with a state agency in the amount of $100,000 or more shall certify, under penalty of perjury, at the time the bid is submitted, or the contract is renewed, all of the following:

1. That they are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).

2. That they are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

3. Supplier discrimination policies:

    a) That any policy that they have against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

    b) Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations, or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the

California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code.

Bidders must complete and sign Attachment V-H, California Civil Rights Laws Certification and submit with their bid response. Bidders must also agree to re-certify if the option to extend or an amendment to add time or funding to the contract is utilized.

P. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not been used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

<u>Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying</u>

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this Federal contract, grant, loan, or cooperative agreement , the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities”, in accordance with the instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Q. BIDDER DECLARATION FORM

All bidders must complete Attachment V-D, Bidder Declaration Form (GSPD-05-105) (http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf) and include it with the bid. When completing the declaration, the Bidder must identify all subcontractors proposed for participation in the Agreement. The Bidder awarded the Agreement is contractually obligated to use the subcontractors for the corresponding work identified.

If the bidder is claiming the Small Business Preference and/or DVBE Incentive, they must complete all sections of Attachment 5, Bidder Declaration GSPD-05-105, as applicable, and sign and submit the form with the Final Bid.

If the bidder has no subcontractors, complete and sign the form with "Not Applicable".

R. FEDERAL TAX ADMINISTRATION REQUIREMENTS

CDT must notify the United States Internal Revenue Service (IRS) prior to executing, or amending, any agreement to disclose, or provide access to, federal tax information (FTI) to a Contractor or Sub-Contractor, at least forty-five (45) calendar days prior to the disclosure of FTI, to ensure appropriate contractual language is included and that Contractors are held to safeguarding requirements. This procedure conforms to IRS Publication 1075.

Subject to the IRS, FTI requirements, if an unfavorable response is received by the IRS, this contract will be terminated immediately, per the General Provisions – Information Technology (GSPD-403IT), clause 16.3, Termination for Default. In conformation with IRS Publication 1075, Contractor must comply with Exhibit D - Special Terms and Conditions to Safeguard Federal Tax Information.

S. SECURITY AND DATA PROTECTION REQUIREMENTS:

The CDT must ensure agreements with state and non-state entities include provisions which protect and minimize risk to the state when engaging in the development, use, or maintenance of information systems, products, solutions, or services. In order to comply with the State Administrative Manual (SAM) Section 5305.8.

ATTACHMENT V-A
PAYEE DATA RECORD (STD. 204)

Refer to the following website link to obtain the appropriate form.

http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf

ATTACHMENT V-B
CERTIFICATE OF USE TAX COLLECTION FOR SELLER'S PERMIT

Complete this form to describe the Bidder and any affiliate of the Bidder (person or entity that is controlled by, or is under common control of, the Bidder through stock ownership or other affiliation) that makes sales for delivery into California.

In the event that the Bidder or any such affiliate has registered for but has not yet been issued a Seller's Permit by the California State Board of Equalization:

1) Enter N/A in the "Seller's permit Number" Column, and

2) Attach to this form a copy of the Certificate of Registration issued by the State Board of Equalization.

BUSINESS ENTITY NAME	SELLER'S PERMIT NUMBER

ATTACHMENT V-C
PRE-EMPLOYMENT CRIMINAL BACKGROUND CHECKS POLICY CERTIFICATION

All contractor[1] responsibilities described below must be met prior to the commencement of the deliverables prescribed in the contract.

Contractor shall reference Attachment V-C, California Department of Technology – Policy Number: 2021, Pre-Employment Criminal Background Check Policy.

1. Ensuring the background check clearance of all employees designated under the prospective contract that may have access to confidential and sensitive information and data on the network or computing infrastructure.
2. Reviewing the background information and determining the employee poses no threat to the public interest or the integrity or effectiveness of the Department of Technology's mission and business.
3. Should an employee fail the background check, the Contractor will have an opportunity to replace the designated employee under the contract within 5 working days if contract work has not commenced. If the Contractor does not have another employee to fulfill the engagement, the contract will not be award and another contractor will be selected (2nd bidder).
4. All costs associated with the background check.
5. Provide certification that the vendor has met the requirements of G.C. 11546.6; and
6. For the duration of the contract, ensure the status of the employee's criminal history has not changed. If at any time, the employee does not meet the requirements of employment (see Department of Technology's Background Check policy), the Contractor is responsible for immediately notifying Department of Technology and replacing the employee. If another employee is not available, the contract shall be terminated for cause.

All contractors shall be subject to audit to ensure compliance with the special terms and conditions as described above and any related policies. Failure to comply with these terms and conditions shall constitute breach of contract and may result in contract termination for cause and penalties of $10,000 per day for each day the Contractor was out of compliance. Contractors agree to make available for audit all background check documentation within 24 hours of notice. The CDT retains the rights to conduct its own background check at a later time, if deemed necessary.

REPRESENTATIVE NAME	TITLE	PHONE NUMBER
COMPANY NAME		
STREET ADDRESS		
CITY	STATE	ZIP CODE

SIGNATURE

DATE

[1] For purposes of this bulletin and any related special terms and conditions, contractor means any company, organization, group or individual doing work for CDT or at any CDT facility, whether they are the contract holder, the holder of a subcontract or working as a consultant.

PRE-EMPLOYMENT CRIMINAL BACKGROUND INVESTIGATION POLICY

California Department of Technology | Policy Number: 2021

Policy

The California Department of Technology (CDT) recognizes the need for hiring practices that will ensure the greatest degree of security for data center operations and the data maintained within the Department. To meet this need, a criminal background check using California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) records shall be conducted on current employees, prospective employees, contractors, subcontractors, volunteers, or vendors whose duties include, or would include access to confidential or sensitive information, as specified. Job and contract announcements for these sensitive positions shall contain notification of the requirement to pass a criminal background check. All fingerprints shall be taken digitally, using Live Scan technology, and transmitted electronically to the DOJ.

Confidentiality

Criminal Offender Record Information (CORI) is strictly confidential. Inappropriate use or disclosure of CORI is prohibited by law (Penal Code section 11141) and can result in immediate dismissal and/or criminal prosecution. Only individuals directly involved in determinations of suitability for employment by the CDT are authorized to see criminal offender records. All CORI shall be stored securely at all times to prevent access to the information by unauthorized persons.

Authority/References

Government Code Section 11546.6

Penal Code Section 11141

Background Checks FAQs (from Department of Justice)

Please visit the State of California Department of Justice Fingerprints & Background checks overview and FAQ page located at: https://oag.ca.gov/fingerprints/agencies_faq

Fingerprinting Locations

There are 2 sites in the Sacramento area where the Live Scan fees are paid for by Department of Technology (see below). Other Public Live Scan Sites can also be used but will be at the **CONTRACTOR'S EXPENSE** and not paid by the Department of Technology.

Sacramento Sheriff Department – East Division
2897 Kilgore Road
Rancho Cordova, CA 95670

Sacramento Sheriff Department – North Division
2101 Hurley Way
Sacramento, CA 95825

The Attorney General's website provides a list of Public Live Scan Sites:
https://oag.ca.gov/fingerprints/locations

Background Checks FAQs (from Department of Technology)

General - Frequently Asked Questions from applicants

Who is required to go through background/fingerprinting? Does it include sales/executive staff involved with the contract or just technical staff that have access to electronic information?

Technical Staff that have electronic access to confidential or sensitive information. An employee, prospective employee, contractor, subcontractor, volunteer, or vendor whose duties include, or would include access to confidential or sensitive information, working on data center, telecommunications, or network operations, engineering, or security with access to confidential or sensitive information and data on the network or computing infrastructure.

Contractor submits Live Scan form to HR: what happens next?

HR will notify Acquisition Specialist who will then notify Contractor. If clearance is not met, a request for an alternate individual will be requested. HR will notify the Vendor Employee if clearance is not met and will provide them with their Criminal Offender Record Information (CORI) copy of their record from the Department of Justice.

Who gets notified of pass/fail?

CDT HR gets first notification of results from DOJ. CDT communicates pass/fail information *only* to the Acquisition Specialist. HR "pass" clearances are retained in the procurement file.

How does HR know which contractor belongs to which contract since the form does not identify vendor, contract#, Acquisition Specialist & etc.?

The portion of the Live Scan Form titled: *Your Number/OCA Number* is the identifying number for tracking purposes, i.e., "Contractor Name/Contract Number".

Background Checks FAQs (from Department of Justice)

General - Frequently Asked Questions from applicants: https://oag.ca.gov/fingerprints/faq

May I request copies of records concerning any individual pursuant to the California Public Records Act (Government Code section 6250)?

No. Criminal History Records are not subject to disclosure under the Public Records Act. Penal Code section 11105 expressly authorizes the DOJ to disclose state summary criminal history information to law enforcement agencies for law enforcement purposes only, to certain employers or regulatory agencies, or to the person who is the subject of the record.

Individuals have the right to request a copy of their own criminal history record from the DOJ to review for accuracy and completeness. For more information, please click on the Request Your Own Criminal Record tab on the left side of the Attorney General's webpage (https://oag.ca.gov/fingerprints/record-review)

Can I obtain a copy of my Superior Court Record?

The DOJ does not maintain or provide certified copies of California Local and/or Superior Court Records. To obtain a transcript, you will need to contact the court with jurisdiction over your particular case(s) for certified documents.

How long will an offense I committed stay on my record?

The record retention policy of the Department is to maintain criminal history information until the subject reaches 100 years of age.

What if I have the appropriate documentation to modify or remove information on my record?

Arrest and court disposition information can *only* be modified or deleted by court order or at the direction of the arresting agency/district attorney having jurisdiction over the criminal matter.

Can my request be expedited for an additional charge?

No. Unfortunately, the DOJ does not offer an expedited process.

I obtained an expungement pursuant to Penal Code section 1203.4 for an offense, why is it still on my record?

Section 1203.4 does not obliterate the fact that a defendant has been "finally adjudged guilty of a crime." It merely frees the convicted felon from certain "penalties and disabilities" of a criminal or like nature.

What if the information on my record is incorrect?

If you think the information contained within your criminal history record is incorrect, you may submit a formal challenge to the DOJ only after you have received a copy of your record from the Department pursuant to California Penal Code sections 11120 - 11127. For more information, please click on the Request Your Own Criminal Record tab on the left side of the Attorney General's webpage https://oag.ca.gov/fingerprints/record-review

ATTACHMENT V-D BIDDER DECLARATION

All Contractors must complete the Bidder Declaration GSPD-05-105 and include it with the bid response.

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf

ATTACHMENT V-E IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a bid or executing a contract or renewal for a State of California contract for goods or services of $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 Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 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 section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 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 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 DGS.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in*

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 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 bid for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	

Printed Name and Title of Person Signing *Date Executed*

ATTACHMENT V-F
COMMERCIALLY USEFUL FUNCTION CERTIFICATION

Date: __________

Name of Bidder: ________________________

A business that is performing a commercially useful function is one that does all of the following:

1. Is responsible for the execution of a distinct element of the work of the Contract.
2. Carries out its obligation by actually performing, managing or supervising the work involved.
3. Performs work that is normal for its business, services and function.
4. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

The Bidder must provide a written statement below detailing the role, services and/or goods the Subcontractor(s) will provide to meet the Commercially Useful Function requirement.

ATTACHMENT V-G
POST CONSUMER CONTENT CERTIFICATION

STATE OF CALIFORNIA
Department of Resources Recycling and Recovery (CalRecycle)
CalRecycle 74 (Revised 01/10 for State Agencies)

To be completed by the State agency	
State Agency:	
Purchasing Agent:	PO #:
Phone :	E-mail :

The State Agency Buy Recycled Campaign (SABRC) is a state mandated program that requires the reporting of all purchases made within 11 specified product categories. All state agencies are required to verify the recycled-content of all products purchased within each of these categories.

All businesses shall certify in writing to the contracting officer or his or her representative the minimum percentage, if not exact percentage, of postconsumer recycled-content (PCRC) material in the products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the minimum content requirements specified in law (see reverse side). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A State agency may waive the certification requirement if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet website.

Contractor/Company Name____

Address____**Phone**______________

Purchase Order # /IFB #	Item #	Product or Services Description	[1]Percent Postconsumer Recycled-Content Material	[2]SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1), (2), (3) and (b) (1), (2), and (3)

Pursuant to Public Contract Code 12205(a)(1), I certify under penalty of perjury under the laws of the State of California that the above information is true and correct.

Print Name Signature **Title**

Date

(See footnotes on the back of this page.)

FOOTNOTES:

1. "Postconsumer recycled-content material" is defined as products that were bought, used, and recycled by consumers. For example, a newspaper that has been purchased, recycled, and used to make another product would be considered postconsumer material.
2. "Product category" refers to one of the categories listed below, into which the reportable purchase is best placed.
3. If the product does not belong in any of the product categories, enter "N/A." Common "N/A" products include wood products, natural textiles, aggregate, concrete, and electronics such as computers, TV, software on a disk or CD, and telephones.
4. Reused or refurbished products, there is no minimum content requirement. (PCC 12209 (l))

Code	Product Categories	Product Examples ***Examples are inclusive but are not limited to the individual product.***	Minimum Postconsumer Content Requirement
1	Paper Products	Paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, building insulation and panels, corrugated boxes, tissue, and toweling.	30 percent by fiber weight postconsumer fiber.
2	Printing and Writing Papers	Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.	30 percent by fiber weight postconsumer fiber.
3	Mulch, Compost, and Co-compost Products	Soil amendments, erosion controls, soil toppings, ground covers, weed suppressants, and organic materials used for water conservation; yard trimmings and wood byproducts that are separated from the municipal solid waste stream or other source of organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials.	80 percent recovered material that would otherwise be normally disposed of in a landfill.
4	Glass Products	Windows, test tubes, beakers, laboratory or hospital supplies, fiberglass (insulation), reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose-grain abrasives, deburring media, liquid filter media, and containers.	10 percent postconsumer, by weight.
5	Lubricating Oils	Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine.	70 percent re-refined base oil.
6a	Plastic Products	Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays.	10 percent postconsumer, by weight.
6b	Printer or Duplication Cartridges		a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridge after their useful life and ensure that the cartridge is recycled and comply with the definition of recycled as set forth in section Public Contract Code 12156.
7	Paint	Water-based paint, graffiti abatement, interior and exterior, and maintenance.	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted).
8	Antifreeze	Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance.	70 percent postconsumer material.
9	Tires	Truck and bus tires, and those used on fleet vehicles and passenger cars.	Retreaded: Must use an existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived Products	Flooring, mats, wheelchair ramps, playground cover, parking bumpers, bullet traps, hoses, bumpers, truck bedliners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mudflaps, and posts.	50 percent recycled used tires.
11	Metal	Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws.	10 percent postconsumer material, by weight.
For additional information, please visit www.calrecycle.ca.gov/BuyRecycled/StateAgency/			

ATTACHMENT V-H
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

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

CERTIFICATION

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

ATTACHMENT V-I
BYRD ANTI-LOBBYING AMENDMENT

All Contractors must complete the Attachment 2 – Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (As Amended) and include it with the bid response.

https://www2.calrecycle.ca.gov/Docs/Web/121431

ATTACHMENT V-J
BIDDER AGREEMENT TO ALL REQUIREMENTS OF IFB 25-0212436, EXHIBIT A, STATEMENT OF WORK

Name: ____________________________________

Title: _____________________________________

Signature:__________________________________

Company Name: _____________________________

Date: _____________________________________

VI. COSTS

A. INTRODUCTION

Cost is part of the evaluation criterion. An award will be made to the lowest responsive and responsible Bidder. The cost evaluation includes, but is not limited to, consideration of leasing and maintenance as they specifically relate to the services described in the Statement of Work (SOW).

The resulting Contract will be for three (3) years, plus two (2) one (1) year options to extend at the State's sole option. Bidders must provide costs for the entire contract term, including the option years.

The Bidder must assume all expenses for travel and per diem and cannot bill the California Department of Technology outside of the cost proposed herein.

B. COST WORKSHEET

All bidders must provide pricing as indicated in the cost worksheet in Appendix A, Exhibit B-1. If no pricing is submitted, it will be considered as offered at no cost.

C. COST DEFINITIONS:

1. Monthly Rates for Dark Fiber Lease
   The monthly rates are continuing costs, which are projected to be paid by the Department of Technology to the Contractor. This will include costs for leasing, maintenance, and monitoring. The Department of Technology prefers that any discounts offered be reflected in the monthly rates.

2. One-Time Costs for Installation and Time & Material (T&M)
   One-time costs are those costs paid by the Department of Technology for Installation services necessary for the continuing operation of the proposed services, which shall include:

   a) Time and Material Costs: Costs of labor services, installation, equipment, and material products.
   b) Freight Costs: the costs of transportation of equipment to and from the California Department of Technology's facilities.
   c) Installation Costs: the costs of personnel and supplies necessary to affect an operational network associated with your bid and bid submittal.

D. COST WORKSHEET INSTRUCTIONS:

The cost worksheets list all cost items required. In Appendix A, Exhibit B-1, Cost Worksheet, all bidders must complete all (3) tables, which will result in a proposed Grand Total.

E. SPECIAL PAYMENT PROVISIONS:

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

VII. BID FORMAT

A. INTRODUCTION

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

It is important that all bids be submitted via E-mail and clearly marked, or they may be rejected.

Bid submittals must be e-mailed as indicated in Section VIII, Bid Format and sent to the Procurement Official listed in Section I.D Procurement Official. Bids must be received no later than the date and time specified in Section I.E, Key Action Dates. A bid not received by the date and time specified in Section I.E, Key Action Dates, shall be rejected.

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

B. FINAL BID FORMAT AND CONTENT

It is the bidder's responsibility to ensure its bid is submitted in a manner that enables the State to easily locate all response descriptions for each requirement of this solicitation. 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 3, 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.

Bids must be submitted electronically, in electronic file format as follows:
1. Must be typed.
2. Microsoft Office Suite (2003 or later) software (Word, Excel, Project, PowerPoint)
3. Full Table of Contents.
4. Sequentially numbered pages (either continuous or by major sections is permitted).
5. Sequentially labeled attachments and exhibits (tables, graphs, and graphics)
6. Cost information: and the following must be shown in the header or footer on each page of the bid:

   IFB 25-0212436
   Name of Bidder
   Section Number
   Page Number
   Attachment and Exhibit Numbers (if applicable)

C. FORMAT DETAIL

1. Response to Requirements

The Bidder's response to the IFB must be in the order and format indicated below. Each page must be numbered in a manner of the Bidder's own choosing to make easy reference possible. The organization should be as follows:

a) Section 1 – General (Cover Letter)
This section should contain a signed cover letter and executive summary of the Bidder's bid including conclusions and recommendations. It may include general overview of the services offered; this section should contain a signed cover letter in accordance with Section V Administrative Requirements.

b) Section 2 – Table of Contents

This part of the Bid must contain a Table of Contents. Major parts of the Bid, including forms, attachments and exhibits, must be identified by set and page number.

2. Completed Contract

The Bidder's Final submittal must include a completed copy of the State Contract. The completed STD. 213 IT, with all Exhibits.

3. Cost

The cost data must contain all completed cost tables, in Appendix A, Exhibit B-1 cost, as required in the IFB.

ATTACHMENT VIII - A
REQUIREMENTS CHECKLIST

Please complete the required Requirements Checklists to confirm that all items are contained with your RFQ response. Place a check mark or "✓" next to each item that you are submitting to the State.

1. Administrative Checklist

Check ✓	Attachment #	Name/Description	Form Provided	Required
	Section I.3	**Cover Letter**	*NO*	*YES*
	Attachment I-A	**Letter of Intent to Bid**	*YES*	*YES*
	Attachment I-B	**Confidentiality Statement**	*YES*	*YES*
	Attachment V-A	**Payee Data Record, STD 204**	*YES*	*YES*
	Attachment V-B	**Certificate of Use Tax Collection for Seller's Permit**	*YES*	*YES*
		Certification with the Secretary of State	*LINK*	*YES*
	Attachment V-C	**Pre-Employment Criminal Background Check**	*YES*	*UPON AWARD*
	Attachment V-D	**Bidder Declaration**	*YES*	*YES*
	Attachment V-E	**Iran Certification**	*YES*	*YES*
	Attachment V-F	**Commercially Useful Function Certification**	*YES*	*YES*
	Attachment V-G	**Post-Consumer Content Certification**	*YES*	*YES*
	Attachment V-H	**California Civil Rights Laws Certification**	*YES*	*YES*
	Attachment V-I	**Byrd Anti-Lobbying Amendment**	*YES*	*YES*
	Attachment V-J	**Bidder Agreement to Technical Requirement**	*YES*	*YES*
	Attachment VIII-A	**Administrative Requirement Checklist**	*YES*	*YES*
	EXHIBITS	**EXHIBIT NAME/DESCRIPTION**		
	Exhibit B-1	**Cost Worksheet**	*YES*	*YES*
	Exhibit A, Section J	**Contractor's Work Plan**	*NO*	*YES*
	OTHER	**DESCRIPTION**		
	Electronic Copy of IFB Bid	**One (1) Electronic Copy of IFB Bid**	*N/A*	*YES*
	OPTIONAL	**DESCRIPTION**		
	Section V. J	**TACPA Preferences**	*LINK*	*OPTIONAL*

2. Technical Requirements Checklist

Check ✔	Mandatory Requirements	Reference in Vendor's Response (cite section and page number)
	Bidder must have the following 1. 5 years' experience in Communications industry. 2. 2 years practical Outside Planning (OSP) network design and planning. 3. 1 year of CADD drafting skills, capital planning / budgeting, contract administration, purchasing/accounting/project management practices and software packages. 1 year of preparing right-of-way encroachment requests. 4. 1 year of designing, engineering, constructing, inspecting and acceptance testing as required to new outside plant aerial and underground facility additions, including National Electrical Safety Code (NESC) separation and clearance requirements. 5. 1 year with the ability to read and interpret civil drawings for proposed work and determine a reasonable response and course of action.	
	Bidder must possess a current business license issued by the California Secretary of State's Office.	
	Bidder must provide copies of qualified technician's fiber optic certification that will be providing services. Certifications will be validated by California Department of Technology Technical staff.	

VIII. EVALUATION

A. INTRODUCTION

This section describes the process the State will follow to evaluate bids submitted by the Bidders in response to this IFB. The evaluation process consists of a thorough review of each bid to validate the inclusion of mandatory components. Bids that do not comply with the mandatory components stipulated in the IFB may be deemed non-responsive and excluded from further consideration by the State.

B. RECEIPT

Each bid will be dated, and time marked as it is received and verified that all responses are submitted under an appropriate cover, sealed, and properly identified. Bids will remain sealed until the designated time for opening.

C. EVALUATION OF FINAL BIDS

1. Bid Opening and Validation Check

All bids received by the date and time specified in Section I.E, Key Action Dates, will be publicly opened and acknowledged as having been received at that time. The bids will be checked for the presence of proper identification and the required information in conformance with the bid submittal requirements of this IFB. Absence of required information may deem the bids non-responsive and may be cause for rejection. **Unsealed bids will be rejected**.

2. Validation against Requirements

The State will check each bid in detail to determine its compliance to the IFB requirements. If a bid fails to meet an IFB requirement, the State will determine if the deviation is material, as defined in Section II, Rules Governing Competition. A material deviation will be cause for rejection of the bid. An immaterial deviation will be examined to determine if the deviation will be accepted. If accepted, the bid will be processed as if no deviation had occurred.

3. Cost Analysis

The required cost worksheets will be checked for mathematical accuracy. Errors and inconsistencies and adjustments will be dealt with according to procedures contained in Section II.F.3 Errors in the Final Bid. Only those cost adjustments will be made for which a procedure is described in this IFB.

4. Selection

Final selection will be made on the basis of lowest responsive responsible bidder. Responsiveness is comprised of meeting the Administrative and Technical Requirements, and conforming to the rules of Section II, Rules Governing Competition. The State reserves the right at any time to reject any or all bids.

5. Evaluation Criteria

A material deviation on a mandatory requirement will result in disqualification of the bid.

6. Bid Rejection

A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities, of any kind, in accordance with Section II.D Final Bid Phase, Deviation from terms and conditions previously approved for this IFB may be cause for rejection of your Bid. BIDDERS SUBMITTING CONDITIONAL BIDS MAY BE DISQUALIFIED.

D. SCORING METHODOLOGY

The responsive bids will be evaluated and scored according to the following criteria:

1. Pass/Fail Administrative Requirements

Administrative Requirements identified are the minimum necessary to satisfy the requirements of the IFB. Respondents must pass the Administrative Requirements Evaluation to continue on to the Cost Requirements Evaluation. All required attachments, forms, and documents as outlined below must be submitted.

ADMINISTRATIVE REQUIREMENTS	YES (PASS)	NO (FAIL)
1. 1 Master Electronic Copy of IFB		
2. Cover Letter		
3. Letter of Intent to Bid (Attachment I-A)		
4. Confidentiality Statement (Attachment I-B)		
5. Payee Data Record, STD 204 (Attachment V-A)		
6. Certificate of Use Tax Collection for Seller's Permit (Attachment V-B)		
7. Certification with the Secretary of State		
8. Pre-Employment Criminal Background Checks (Attachment V-C)	Upon Award	
10. Bidder Declaration (Attachment V-D)		
11. Iran Certification (Attachment V-E)	If applicable	
12. Small Business (SB) Preference	If applicable	
13. Commercially Useful Function Certification (Attachment V-F)		
14. Target Area Agreement Preference Act (TACPA)	If applicable	

15. Post Consumer Content Certification (Attachment V-G)		
16. California Civil Rights Laws Certification (Attachment V-H)		
17. Byrd Anti-Lobbying Amendment (Attachment V-I)		
18. Bidder Agreement to Technical Requirement (Attachment VI-A)		
19. Contractor's Work Plan (Appendix A, Section J)		
20. Detail Cost Worksheet (Appendix A, Exhibit B-1)		

2. Pass/Fail Mandatory Qualifications Requirements

Mandatory qualifications are the minimum necessary to satisfy the requirements of the IFB.

MANDATORY REQUIREMENTS	YES (PASS)	NO (FAIL)
1. Bidder must have the following: a) 5 years' experience in Communications industry. b) 2 years practical Outside Planning (OSP) network design and planning. c) 1 year of CADD drafting skills, capital planning / budgeting, contract administration, purchasing/accounting/project management practices and software packages. 1 year of preparing right-of-way encroachment requests. d) 1 year of designing, engineering, constructing, inspecting and acceptance testing as required to new outside plant aerial and underground facility additions, including National Electrical Safety Code (NESC) separation and clearance requirements. e) 1 year with the ability to read and interpret civil drawings for proposed work and determine a reasonable response and course of action.		
2. Bidder must possess a current business license issued by the California Secretary of State's Office.		
3. Bidder must provide copies of qualified technician's fiber optic certification that will be providing services. Certifications will be validated by California Department of Technology Technical staff.		

3. Cost

Contract award will be based on total lowest evaluated cost, including preference programs. Preference Programs will be applied as follows:

Cost adjustments for preference claims (TACPA and Small Business) will be performed during cost assessment.

How to Calculate Small Business Preference:

a) Compute 5% of the lowest large business.

b) Subtract that amount from the small business bid. If the 5% deduction from the certified small business bidder's bid is equal to or less than the lowest responsive and responsible large business bid, the purchase shall be awarded to the small business.

This does NOT alter the small business bidder's bid amount for award.

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 lowest cost.

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 www.pd.dgs.ca.gov/smbus.

APPENDIX A. CONTRACT AND EXHIBITS

A. GENERAL INFORMATION

The instructions herein are provided to explain how the State Contract is structured. Because no negotiations or alterations of the Contract are permitted, it is imperative that the Bidder follow these instructions carefully in order to be fully responsive, from a contractual aspect, to the IFB. **BIDDERS SUBMITTING FINAL BIDS WHICH ARE CONDITIONAL SHALL BE DISQUALIFIED.**

Your Final Bid submittal must include a completed copy of the State Contract. The completed STD. 213 IT, with all Exhibits. Refer to Section VIII: Bid Format.

B. PREPARATION OF CONTRACT

1. Detach the State Standard Agreement and all Exhibits, from the IFB. This document will be returned to the Department of Technology as the final Contract language. **BIDDERS MUST NOT ALTER OR RETYPE THE STANDARD AGREEMENT OR ANY OF THE EXHIBITS.**

2. Complete information in any portion of the contract which has a blank ( ). The Master copy of the Agreement must bear an original signature of the individual authorized to bind the firm, as specified in Section II. **DO NOT FILL IN SECTIONS 2 AND 3 OF THE STD. 213 IT RELATING TO THE CONTRACT TERM OR THE AMOUNT OF THE CONTRACT**.

   COST DATA MUST NOT BE ENTERED ON THE STATE STANDARD AGREEMENT. COST DATA MUST BE SUBMITTED ON EXHIBIT B-1 ONLY.

3. Make a copy of the contract and retain for your files. This copy will be used during subsequent communications with the State relative to the contract.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213 (new 06/03)

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

REGISTRATION NUMBER	
PURCHASING AUTHORITY NUMBER **CDT-7502**	AGREEMENT NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF TECHNOLOGY (hereafter referred to as the "Department of Technology" or the "State")

CONTRACTOR'S NAME
(BIDDER'S NAME) (hereafter referred to as the "Contractor")

- The term of this Agreement is: **TO BE ENTERED AT CONTRACT AWARD**
- The maximum of this Agreement is: $ **DO NOT ENTER COST DATA**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A: Statement of Work
Exhibit B: Budget Details and Payment Provisions
Exhibit B-1: Cost Worksheets
Exhibit C: General Provisions – Information Technology General Provision Non-Cloud Goods & services
Exhibit D: Special Terms and Conditions to Safeguard Federal Tax Information
Exhibit F: IFB 22-0079100 (incorporated by reference)
Exhibit G: Contractor's Response to IFB 25-0212436 (incorporated by reference)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		**CALIFORNIA Department of General Services**
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **(BIDDER'S NAME)**		
BY *(Authorized Signature)* ✍	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING **(NAME AND TITLE OF AUTHORIZED PERSON)**		
ADDRESS **(BIDDER'S ADDRESS)**		
STATE OF CALIFORNIA		
AGENCY NAME CALIFORNIA DEPARTMENT OF TECHNOLOGY		
BY *(Authorized Signature)* ✍	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING JENNIFER HERRERA, APMB Branch Chief		
ADDRESS P.O. Box 1810, MS Y18, Rancho Cordova, CA 95741		☐ Exempt per

Exhibit A
Statement of Work

A. OBJECTIVE

This statement of work (SOW) describes the services required during the term of the Contract resulting from, and in accordance with, IFB 25-0212436. Contractor's name (hereinafter referred to as the "Contractor") agrees to provide the California Department of Technology, (hereinafter referred to as the "State," or "Licensee"), will provide, lease, maintain and monitor one (1) pair of optical fibers connecting two (2) campuses for the California Department of Technology (CDT). The Optical Fibers will connect from the State Compensation Insurance Fund (SCIF) located at 1020 Vaquero Circle, Vacaville, CA to the East End Complex (EEC) located at 1615 Capitol Avenue, Sacramento, CA.

The contractor will provide, lease, maintain, and monitor the one (1) pair of optical fiber connecting the two (2) campuses described above for the California Department of Technology arranged in separate and diverse paths from two other existing optical fiber paths described below:

1. State Compensation Insurance Fund (SCIF): 1020 Vaquero Circle, Vacaville, CA 95688 to Gold Camp Campus: 3101 Gold Camp Drive, Rancho Cordova, CA 95670

2. CDT/OTech Campus: 744 P Street, Sacramento CA to Gold Camp Campus: 3101 Gold Camp Drive, Rancho Cordova, CA 95670

The contractor will provide this fiber path based on California Department of Technology approval to connect the two main California Department of Technology campuses identified above (SCIF and EEC), for the purpose of providing daily operational data transmission and allowing data residing at each campuses to be replicated to the other for operational recovery purposes. California Department of Technology requires unrestricted fiber to run between all sites with no add drop multiplexing or repeaters installed. In addition to leasing, monitoring, and maintaining the existing fiber optic cable (dark fiber), the Contractor may also be required to modify and/or repair existing fiber optic cable connectivity at the two sites mentioned above (SCIF and EEC).

To ensure path diversity, CDT requires this fiber path not intersect, cross, or occupy the same path as the two fiber paths described above, and shown in Images 1, 2, and 3 in Section III. Current Services. Within the downtown Sacramento area, this fiber path shall not cross 8th Street between O Street and Rice Alley, nor shall this fiber path be located anywhere within this segment of 8th Street. Additionally, this fiber path shall not cross R Street between eighth and twenty-ninth Streets, nor shall this fiber path be located anywhere within this segment of R street. No segment of this fiber path shall be located east of the Capitol City Freeway.

All installation and acceptance must be completed by June 30, 2026.

B. PERIOD OF PERFORMANCE

A Contract resulting from this IFB will have a term of three (3) years based on completion and acceptance, with the ability to extend for two (2) additional one (1) year terms at the State's sole option. There is no obligation on the part of the Department of Technology/OTech *to* utilize these options should they determine that it is not feasible to do so.

The Contractor shall not be authorized to deliver or commence performance of services as described in this SOW until written approval has been obtained from all entities. Any delivery or performance of service that is commenced prior to the signing of the Contract shall be considered voluntary on the part of the Contractor and non- compensable.

C. AMENDMENTS

The Contract executed as a result of this IFB, may be amended by mutual consent of the California Department of Technology and the Contractor.

Consistent with the terms and conditions of the original Contract, and upon mutual consent of both parties, the California Department of Technology and the Contractor may execute written amendments to this Contract resulting from the need to add additional time and/or materials, optical fibers, labor or services of a similar nature.

D. MINIMUM QUALIFICATIONS

The Contractor or any Subcontractors must have the following qualifications:

- 5 years' experience in Communications industry.
- 2 years practical Outside Planning (OSP) network design and planning.
- 1 year in CADD drafting skills, capital planning / budgeting, contract administration, purchasing/accounting/project management practices and software packages.
- 1 year in Preparing right-of-way encroachment requests
- 1 year in Designing, engineering, constructing, inspecting and acceptance testing as required to new outside plant aerial and underground facility additions, including National Electrical Safety Code (NESC) separation and clearance requirements.
- 1 year with ability to read and interpret civil drawings for proposed work and determine a reasonable response and course of action.

E. TASKS AND RESPONSIBILITIES

The Contractor shall provide certified and qualified technicians to install, lease, maintain, monitor, modify, and repair the existing fiber optic network infrastructure for the California Department of Technology.

F. Contractor’s Responsibilities

The Contractor shall:

1) Provide installation, leasing, maintenance and monitoring of the optical fiber segments 24 hours a day, seven (7) days a week, 365 days a year.

2) Furnish all labor, materials, and equipment necessary to perform installation and/or repair services.

3) Provide a 24/7 help desk phone number to call regarding if there is a problem, and for maintenance coverage issues and/or disputes. Provide the California Department of Technology with at least five (5) State business days’ notice in advance of any planned activity on either segment.

4) Allow the California Department of Technology to impose a moratorium on maintenance or construction activity on either segment during critical processing periods (e.g. election days).

5) Not schedule any non-emergency maintenance or construction activity which can impact both segments at the same time.

6) Provide preliminary information concerning all maintenance calls within 24 hours after the maintenance call.

7) Have a representative participate in the California Department of Technology's Root Cause Analysis (RCA) process to review maintenance issues, after any outage occurrence and/or upon request of the California Department of Technology. This service shall be included in the normal maintenance charge and no additional charges will be incurred by the California Department of Technology.

8) Provide documentation of any and all maintenance calls, outlining the problem, solution(s) and the preventative steps taken.

9) Attend a monthly vendor status meeting to identify any deficiencies and suggestions for improvement.

G. Department of Technology Responsibilities

The Department of Technology/OTech will provide the Contractor with:

1. Access to the Department of Technology/OTech termination site.
2. A 24-hour a day, seven (7) day a week contact list.
3. An escalation contact list.
4. A preventative maintenance schedule.

A contact person from the Department of Technology/OTech will be appointed to interface with the Contractor and provide consultation as necessary to assist in the installation. The Department of Technology/OTech has the sole authority to deem installation complete and acceptable.

F. NETWORK - TECHNICAL SPECIFICATIONS

1. Optical Fiber Installation & Leasing

The Contractor Shall lease, monitor, maintain, and repair services for one (1) single mode optical fiber pairs between the California Department of Technology's main campuses listed below:

SCIF Campus	East End Complex
1020 Vaquero Circle	1615 Capitol Avenue
Vacaville, CA 95688	Sacramento, CA 95814

It is approximately 31.1 miles between both locations.

2. Specifications

The optical fiber will meet, at a minimum, the following specifications:

1) Single mode optical fibers.

2) Meet or exceed the International Telecommunication Union-Telecommunication

3) (ITU-T) Recommendation G.652.C I .D specifications.

4) Attenuation not to exceed .25db per kilometer between any two sites.

5) Path diversity between the sites.

6) Where feasible, fiber will run underground in a protected conduit.

3. Testing

The Contractor will be required to test each strand, end-to-end, and certify the results. The results will then be provided to the California Department of Technology for acceptance. The Contractor shall provide, as part of their bid response, a description of the testing methodology and a sample of how the results will be documented.

Test results must include:

1) Continuity

2) Fiber span lengths

3) Optical loss

4) Total Optical return loss

5) Chromatic dispersion

6) Polarization mode dispersion

G. MAINTENANCE REQUIREMENTS

The Contractor is responsible for maintaining the optical fiber. Maintenance shall include all necessary work and repair for the preservation and safeguarding of the network functionality and operation to maintain the reliable performance of all components working together for continuous availability, 24 hours a day, and seven (7) days a week.

1. Monitoring

The Contractor will provide 24 hours a day, seven (7) days a week, 365 days a year staffed Network Operation Center (NOC) for segment monitoring and problem escalation activities.

2. Response Time

1) The Contractor's on-site response to an outage will be no more than two (2) hours from notification by the California Department of Technology of the outage as the result of either Contractor equipment or fiber segment failure.

2) The Contractor's Mean Time to Repair (MTTR) for Contractor supplied equipment at either California Department of Technology termination site will be one (1) hour from the time the Field Engineer (FE) arrives on site and receives the replacement part/whole unit to complete the repair.

3. Preventive Maintenance

   1) The Contractor will provide scheduled preventive maintenance in accordance with manufacturer's specifications.

   The Contractor must schedule all of their preventative maintenance windows to accommodate the California Department of Technology's Preventative Maintenance (PM) schedule. The PM windows are scheduled for every Sunday from 4:00 AM to 7:00 AM of every month. If the PM window falls on a State holiday the maintenance will be done on the Monday following the holiday. The California Department of technology's Preventative Maintenance (PM) schedule is also affected by Customer Freeze requests. During the Customer Freeze no network changes will be made. California Department of Technology will have to coordinate with Contractor to work around Customer Freezes.

4. Maintenance Credit

   If the Field Engineer (FE) does not meet the required response time or MTTR, there will be a maintenance credit in the amount of one-thirtieth (1/30th) of the monthly maintenance charge for each hour the FE was non-responsive. The maintenance credit will be for the malfunctioning service, provided the service became inoperative through no fault of the California Department of Technology.

H. OTHER ADMINISTRATIVE REQUIREMENTS

1. Supervision

   The Contractor shall arrange for satisfactory supervision of the Contract work, and shall bring to the attention of the California Department of Technology any problems that must be corrected. All work shall be performed in a professional manner within the standards of the industry, using proper equipment, methods and materials. The Contractor will be liable for any damage to the property or its contents through negligence on the part of the Contractor or its staff.

2. Primary Contractor

   The award, if made, will be to a single Contractor. The selected Contractor will be responsible for successful performance of all subcontractors and support services offered in their bid. Furthermore, the California Department of Technology will consider the Contractor to be the sole point of contact regarding contractual matters for the term of the Contract. The Contractor shall not assign financial documents to a third-party without prior written approval by the California Department of Technology.

3. Subcontractors
   Any subcontractor that the Contractor chooses to use in fulfilling the requirements of this SOW, and which is expected to receive more than 10% of the value of the Contract, must also meet all Administrative and Technical Requirements of the IFB, as applicable.

I. NETWORK MAP

The Contractor will provide a map of the entire fiber route upon award to the California

Department of Technology. The map must be provided in Portable Document Format (PDF). The California Department of Technology encourages the inclusion of other formats allowing it to zoom in on specific locations and details. Data must include street names, maintenance hatch locations, and splice points. If the Contractor cannot disclose this information for the entire route, he/she is encouraged to provide a high level of detail for the areas surrounding the handoff to the campus facility entrances. The California Department of Technology will provide a non-disclosure Contract and will maintain the confidentiality of the information disclosed. This map must be provided to CDT annually to assist CDT in verifying physical path diversity from the other two fiber paths specified in the objective section.

J. CONTRACTOR'S WORK PLAN

The Contractor must develop and submit a Work Plan to the California Department of Technology clearly identifying, at a minimum, the following:

1. A list of the fiber segments to be used and the actual distance of each segment.

2. Measurements of the actual signal loss at 1310 nm and 1550 nm for each segment of the path being proposed (preferred), or an average of the loss for the fibers in the bundle. Please note that this information is critical for the California Department of Technology' equipment design and planning; bids that do not include this information may be considered non-responsive and rejected, at the discretion of the California Department of Technology.

3. Optical loss, reflectance and dispersion specifications for the fiber, splices and connectors in the path, as well as other information the Contractor may consider relevant. The Contractor will provide end-to-end Optical Time-Domain Reflectometer (OTDR) traces for the proposed segments.

4. Details of routine maintenance and path production activities, stakeouts, and planned relocations along the proposed routes.

5. The Contractor will describe procedures and automated tools employed for monitoring the fiber and proactive steps for evaluating the condition of the segments leased to the California Department of Technology.

6. Details of the Contractor Network Operations Center (NOC), including contact procedures, active monitoring and any other services available to the California Department of Technology as a customer.

7. Procedures for testing unused fibers in the same bundle to detect degradation or other changes along the path.

8. After this contract is awarded, the Contractor and Network Engineer will work together and provide a work plan to the California Department of Technology.

K. PERMITS

Building permits and construction clearances required to connect the Contractor's fiber to the Department of Technology/OTech site termination locations are the responsibility of the Contractor and are to be coordinated with the Department of Technology/OTech Facilities staff. All construction and installation work will be completed in accordance with applicable building codes and must pass local inspection.

L. NOTIFICATIONS

The Contractor shall notify Department of Technology/OTech in writing within 90 days, again 30 days, and finally 14 days prior to Contract Expiration informing Department of Technology/OTech of the pending Contract Expiration.

M. DOCUMENTATION

A. Service Escalation Plan

The Contractor will provide a service escalation plan for contacts available 24 hours a day, seven (7) day a week support. The plan will include names, phone, pager and cell numbers for primary and backup contacts.

B. Emergency V. Non-Emergency Maintenance

The Contractor will provide documentation defining the difference between emergency and non-emergency maintenance activities, and the process for notifying the California Department of Technology of each.

C. Procedures and Tools

The Contractor will describe procedures and automated tools employed for monitoring the fiber, and proactive steps for evaluating the condition of the segments leased to the California Department of Technology

N. TESTING AND ACCEPTANCE

The date of Acceptance shall mean the date the fiber and equipment is accepted by the Department of Technology/OTech during the specified Testing Period, as described in this section.

If the Department of Technology/OTech does not accept the Contractor's services or equipment, payment of the invoice will be withheld by the Department of Technology/OTech and the Contractor will be notified. The Contractor must take timely and appropriate measures to correct or remedy the reason(s) for non-acceptance and demonstrate to the Department of Technology/OTech that the Contractor has successfully corrected the service or met the requirements before payment is made.

Acceptance testing is intended to ensure that the Inter-Campus production and OR Network operates and performs in substantial accord with the Bidder's technical specifications; is adequate to perform as warranted by the Bidder's response to the requirements of this RFQ; and evidences a satisfactory level of performance reliability prior to acceptance by the OTech.

The Contractor shall certify, in writing, to the OTech when the Inter-Campus production and OR Network is ready for use. Acceptance testing shall commence on the first workday following certification and shall end when the Inter-Campus OR Network has met the standard of performance, as provided in Exhibit A.F.2., Specifications, for a period of 30 consecutive calendar days, 24 hours a day, and seven (7) days a week. The operation of the Inter-Campus production and OR Network, to confirm its functionality, shall be considered a part of the acceptance test.

In the event the Inter-Campus production and OR Network does not meet the performance requirements during the initial 30 consecutive calendar days, the acceptance tests shall continue on a day-to-day basis until the standards of performance are met for 30 consecutive calendar days.

If the Inter-Campus production and OR Network does not meet the standards of performance within 90 consecutive calendar days after the start of the acceptance testing, the OTech shall have the option to request replacement of the system network and/or any of its components, extend the performance period, or terminate the Contract and seek relief as provided by the IT General Provisions, item number 25, "Rights and Remedies of State for Default." The OTech' option shall remain in effect until such time as the Inter-Campus production and OR Network meets the performance criteria, or 180 consecutive calendar days after the start of the acceptance testing, whichever occurs first. If the Inter-Campus OR Network and all related components do not meet the written standards of performance by 180 calendar days after installation, the Contract may be canceled at the discretion of the OTech and the provisions of the IT General Provisions, item number 25, Rights and Remedies of State for Default, shall apply.

The Inter-Campus production and OR Network, and all related components, shall not be accepted by the OTech, and no charges associated with such equipment shall be paid by the OTech, until the Inter-Campus production and OR Network equipment has satisfactorily completed the acceptance tests. If additional equipment is ordered by the OTech during the term of the resulting Contract, no charges shall be paid until said equipment has been accepted by the OTech.

Immediately upon successful completion of the acceptance tests, the OTech shall notify the Contractor, in writing, of acceptance of the system, network, and equipment. Where appropriate, the OTech will authorize payment. The OTech shall maintain adequate daily records to satisfy the requirements of acceptance testing; increments of time shall be measured in hours and whole minutes.

O. PROBLEM ESCALATION

The parties acknowledge, and agree, to report any technical and project-related problems or issues that may arise during installation and/or repairs to the California Department of Technology. Problems or issues shall normally be reported in regular status reports. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, the Contractor's project manager will determine the level of severity, and notify the appropriate California Department of Technology personnel.

The California Department of Technology personnel include, but are not limited, to the following:

- First level, California Department of Technology Network Technical Lead
- Second level, California Department of Technology Project Manager
- Third level, California Department of Technology STND Network Enterprise Engineering Branch Supervisor
- Fourth level, California Department of Technology STND Network Enterprise Engineering Branch Manager
- Fifth level, California Department of Technology STND Network Enterprise Engineering Division Chief

The California Department of Technology personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue.

P. <u>Termination</u>

1. The California Department of Technology may terminate this Contract without prejudice upon 30 calendar days' prior written notice per Exhibit C, GSPD 401IT, # 22.

2. No costs shall be incurred after termination.

3. Upon termination of the Contract, the Contractor will assist the California Department of Technology in the orderly termination of the Contract, as may facilitate the non-disruption of service to the California Department of Technology. The Contractor agrees to continue to maintain and support contracted services until migration to a replacement service is complete. If the migration effort is required to continue beyond the term of the Contract, the Contractor agrees to extend this Contract under the existing terms for the time necessary to complete the migration.

Q. AMENDMENTS

Consistent with the terms and conditions of the solicitation, and upon mutual consent, the California Department of Technology and the Contractor may execute amendments to this Contract. No amendment or variation of the terms of this Contract shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Contract is binding on any of the parties.

R. SECURITY AND DATA PROTECTION REQUIREMENTS

The CDT must ensure agreements with state and non-state entities include provisions which protect and minimize risk to the state when engaging in the development, use, or maintenance of information systems, products, solutions, or services. In order to comply with the State Administrative Manual (SAM) Section 5305.8.

S. FEDERAL TAX ADMINISTRATION REQUIREMENTS

CDT must notify the United States Internal Revenue Service (IRS) prior to executing, or amending, any agreement to disclose, or provide access to, federal tax information (FTI) to a Contractor or Sub-Contractor, at least 45 calendar days prior to the disclosure of FTI, to ensure appropriate contractual language is included and that Contractors are held to safeguarding requirements. This procedure conforms to IRS Publication 1075.

Subject to the IRS, FTI requirements, if an unfavorable response is received by the IRS, this contract will be terminated immediately, per the General Provisions – Information Technology (GSPD-403IT), clause 16.3, Termination for Default. In conformation with IRS Publication 1075, Contractor must comply with Exhibit D - Special Terms and Conditions to Safeguard Federal Tax Information.

T. CLEAN AIR ACT (42 U.S.C. 741-7671g) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C.1251-1388)

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

U. CONTACT INFORMATION

The technical representative during the term of this contract will be:

State Department	Contractor
California Department of Technology, Office of Technology Services (OTech)	
Attn: Bryan Rusk	Attn:
Phone: (916) 838-8947	Phone :
E-mail : bryan.rusk@state.ca.gov	E-mail :

Contract inquiries should be addressed to:

State Department	Contractor
California Department of Technology, Acquisition & IT Program Management Branch	
Attn: Dave Wilson	Attn:
Address: PO Box 1810, Y18 Rancho Cordova, CA 95741	Address:
Phone : (916) 857-9678	Phone :
E-mail : Dave.Wilson@state.ca.gov	E-mail :

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

For services satisfactorily rendered, and upon receipt and approval of a valid invoice, the California Department of Technology 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 Contract. The California Department of Technology Invoice Validation Analyst will review invoices and authorize payment. Payment will be authorized upon satisfactory completion of all the following required work:

1. Monthly Cost for all Campus Location
   These invoices will be paid in arrears on a monthly basis for (3) years. The California Department of Technology may elect to extend this contract for two (2) one (1) year options. Invoices for payment may not be submitted more frequent than once a month.

2. One Time Payment for Installation Services
   Installation Services will be paid after receipt of a correct and undisputed invoice. If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

3. Each invoice shall reference Contract Number XXXXXXX, and provide a breakdown and explanation of all charges, if applicable. Invoices shall be submitted in **triplicate for payment. Invoices shall be submitted monthly in arrears to**:

   California Department of Technology
   Administration Division – Accounting Office
   P. O. Box 1810
   Rancho Cordova, CA 95741

   Or

   Submit electronically at: APInvoices@state.ca.gov

The Contractor's costs related to items such as travel and per diem will not be paid separately as part of this Contract.

B. PAYMENT FOR ONE TIME COST FOR INSTALLATION SERVICES

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

C. PROMPT PAYMENT CLAUSE

Unless otherwise specified, payment will be made in accordance with Government Code sections 927 et. seq., as applicable. Payment shall not be due until the later of: (a) the date of acceptance of goods or performance of services; or (b) receipt of an accurate invoice.

D. AVAILABILITY OF FUNDS

If the term of this Contract covers more than the current fiscal year, continuation of the Contract is subject to the appropriation of funds by the Legislature. If funds to continue payment are not appropriated, the Contractor agrees to terminate any service supplied to the California Department of Technology under this Contract and relieve the California Department of Technology of any further obligation.

E. TAXES

The California Department of Technology is exempt from federal excise taxes, and no payment shall be made for personal property taxes levied on the Contractor or on any employee wages. Costs incurred for this Contract shall include all applicable taxes. The maximum amount of this Contract, including all applicable taxes shall not exceed the amount identified on the face of the STD 213, and there is no obligation on the California Department of Technology's part to utilize the entire dollar amount.

EXHIBIT B-1
COST WORKSHEET

The resulting Contract will be for three (3) years, plus two (2) one (1) year options to extend at the California Department of Technology's sole option. Costs are fixed and not subject to change by the Contractor during the term of the Contract.

TABLE 1 – COSTS FOR THREE (3) YEAR CONTRACT TERM

	SINGLE MODE OPTICAL FIBER INSTALLATION	# Of Months	Monthly Cost	Extended Cost (Includes taxes)
1	State Compensation Insurance Fund (SCIF): 1020 Vaquero Circle, Vacaville, CA – ONE TIME COST	1	$	$
2	Gold Camp Campus: 3101 Gold Camp Drive, Rancho Cordova, CA – ONE TIME COST	1	$	$
	LEASE AND MAINTENANCE RATES	**# Of Months**	**Monthly Cost**	**Extended Cost (Includes taxes)**
3	MONTHLY COST FOR ALL CAMPUS LOCATIONS	36	$	$
	SUB TOTAL:	$		

TABLE 2 - COSTS FOR OPTION YEAR 1

	Option Year 1	# Of Months	Monthly Cost	Extended Cost (Includes taxes)
4	MONTHLY COST FOR ALL CAMPUS LOCATIONS	12	$	$

TABLE 3 – COSTS FOR OPTION YEAR 2

	Option Year 2	# Of Months	Monthly Cost	Extended Cost (Includes taxes)
5	MONTHLY COST FOR ALL CAMPUS LOCATIONS	12	$	$
	GRAND TOTAL (SUM OF TABLES 1 + 2 +3)	$		

The State reserves the right to make mathematical corrections or ask the Contractor clarifying questions

EXHIBIT C
INFORMATION TECHNOLOGY GENERAL PROVISIONS (DGS PD 403-ITGP)

The following provisions may be downloaded at the indicated web page:

IT – GP (Non-Cloud Goods & Services, DGS PD 403-ITGP (Non-Cloud) - Rev. 02/20/25

EXHIBIT D
SPECIAL TERMS AND CONDITIONS TO SAFEGUARD FEDERAL TAX INFORMATION

Federal statute, regulations and guidelines require that all contracts for services relating to the processing, storage, transmission, or reproduction of federal tax returns or return information, the programming, maintenance, repair, or testing of equipment or other property, or the providing of other services, for tax administration purposes include the provisions contained in this exhibit.

Contractor agrees to comply with 26 United States Code (U.S.C) §6103(n), 26 Code of Federal Regulations (C.F.R) §301.6103(n)-1(a)(2) and (d), and Internal Revenue Service (IRS) Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies (Rev. 11-2021), Section 2.C.8., 2.C.9, and Exhibit 7) and all applicable conditions and restrictions as may be prescribed by the IRS by regulation, published rules or procedures, or written communication to the contractor.

Internal Revenue Service (IRS) Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies (Rev. 11-2021) https://www.irs.gov/pub/irs-pdf/p1075.pdf

EXHIBIT 7 SAFEGUARDING CONTRACT LANGUAGE

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

(1) All work will be performed under the supervision of the contractor.

(2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.

(3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.

(4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

(5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All

security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and 202 obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1. (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so

prohibited,willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

IRS Publication 1075 (Rev. 11/2021) Section 2.C.8, Control over Processing through 2.C.9, Service Level Agreements (SLA)

2.C.8 Controls Over Processing

The agency must establish adequate controls to prevent disclosing FTI to other state agencies, tax or non-tax, or to political subdivisions, such as cities or counties, for any purpose, including tax administration, absent explicit written IRS authority granted under IRC § 6103(p)(2)(B).

Processing of FTI in an electronic media format including removable media, microfilms, photo impressions or the conversion to other formats (including tape reformatting or duplication, reproduction or conversion to digital images or hard copy printout) will be performed as indicated in the environments listed in 2.C.8.1 and 2.C.8.2.

2.C.8.1 Agency-owned and Operated Facility

Processing under this method will take place in a manner that will protect the confidentiality of the information on the electronic media. All safeguards outlined in this publication also must be followed and will be subject to IRS safeguard reviews.

2.C.8.2 Agency, Contractor or Sub-Contractor Shared Facilities

Recipients of FTI are permitted to use a shared facility but only in a manner that does not allow access to FTI by employees, agents, representatives, or contractors of other agencies using the shared facility.

For purposes of applying sections 6103(l), (m) and (n), the term "agent" includes contractors and subcontractors.

Access restrictions pursuant to the IRC authority by which the FTI is received continue to apply; for example, human services agencies administering benefit eligibility programs may not allow contractors or sub-contractors, including consolidated data center contractors, access to any FTI.

The agency must include, as appropriate, the requirements specified in Exhibit 7, Safeguarding Contract Language.

The agency, as well as its contractor, sub-contractor and shared sites that receive, process, store, access, protect and/or transmit FTI, are subject to Safeguard reviews.

These requirements also apply to releasing electronic media to a private contractor, sub-contractor or other agency office, even if the purpose is merely to erase the old media for reuse.

2.C.9 Service Level Agreements (SLA)

Agencies using support functions, including, but not limited to, consolidated data centers, shared print facilities, and disaster recovery sites, must implement appropriate controls to ensure the protection of FTI. This includes a service level agreement (SLA) between the agency authorized to receive FTI and support functions. The SLA must cover the following:

- The agency with authority to receive FTI is responsible for ensuring the protection of all FTI received. The state support function shares responsibility for safeguarding FTI.
- The Exhibit 7 language must be included in the SLA between the recipient agency and support functions and in all contracts involving contractors or sub-contractors hired by the state support function.
- The SLA provides written notification to the state support function's management that they are bound by the provisions of Publication 1075, relative to protecting all FTI within their possession or control.
- The SLA shall detail the IRS's right to inspect state support function facilities and operations receiving, processing, storing, accessing, protecting and/or transmitting FTI under this agreement to assess compliance with requirements defined in IRS Publication 1075. The SLA shall specify that IRS's right of inspection includes the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI.
- The SLA shall detail the state support function's responsibilities to address corrective action recommendations to resolve findings of noncompliance identified by IRS inspections.
- The agency will conduct an internal inspection of the state support function every 18 months, as described in Section 2.D.3, Internal Inspections. Multiple agencies sharing a state support function such as a consolidated data center may partner together to conduct a single, comprehensive internal inspection. However, care must be taken to ensure agency representatives do not gain unauthorized access to other agencies' FTI during the internal inspection.
- The employees from the state support function with access to or use of FTI, including system administrators and programmers, must:
    1. Meet the background check requirements defined in Background Investigation Minimum Requirements and
    2. Receive disclosure awareness training and sign a confidentiality statement, prior to initial access to or use of FTI, as well as annually thereafter. These provisions also extend to any contractors or sub-contractors hired by the state support function that have authorized access to or use of FTI.
- The specific data breach incident reporting procedures for all state support function employees, contractors and sub-contractors must be covered. The required disclosure awareness training must include a review of these procedures.
- Responsibilities must be identified for coordination of the 45-day notification of the use of contractors or sub-contractors with access to FTI.

- Require a formal sanction process for individuals covered by the SLA for failing to comply with established FTI security policies and procedures. Notification of designated agency personnel is required within 72 hours when the formal sanction is a proposed disciplinary or adverse action involving an unauthorized access or disclosure of FTI and must include the date the unauthorized access or disclosure of FTI occurred.

Generally, consolidated data centers are operated either by a separate state agency (e.g., Department of Information Services) or by a private contractor or sub-contractor. If an agency is considering transitioning to either a state-owned or private vendor consolidated data center, the Office of Safeguards strongly suggests the agency submit a request for discussions with Safeguards as early as possible in the decision making or implementation planning process. The purpose of these discussions is to ensure the agency remains compliant with safeguarding requirements during the transition to the consolidated data center.

Disclosure awareness training videos produced by the IRS can be found at:
https://www.irs.gov/privacy-disclosure/irs-disclosure-awareness-videos

REFERENCES

26 U.S.C. §6103(n) Confidentiality and disclosure of returns and return information

(n) Certain other Persons

Pursuant to regulations prescribed by the Secretary, returns and return information may be disclosed to any person, including any person described in section 7513(a), to the extent necessary in connection with the processing, storage, transmission, and reproduction of such returns and return information, the programming, maintenance, repair, testing, and procurement of equipment, and the providing of other services, for purposes of tax administration.

26 C.F.R. §301.6103(n)-1 Disclosure of returns and return information in connection with written contracts or agreements for the acquisition of property or services for tax administration purposes.

(a) ***General rule.***

(1) Pursuant to the provisions of section 6103(n) of the Internal Revenue Code and subject to the conditions of this section, officers and employees of the Treasury Department, a State tax agency, the Social Security Administration, or the Department of Justice, are authorized to disclose returns and return information (as defined in section 6103(b)) to any person (including, in the case of the Treasury Department, any person described in section 7513(a)), or to an officer or employee of the person, for purposes of tax administration (as defined in section 6103(b)(4)), to the extent necessary in connection with a written contract or agreement for the acquisition of -

(i) Equipment or other property; or

(ii) Services relating to the processing, storage, transmission, or reproduction of returns or return information, the programming, maintenance, repair, or testing of equipment or other property, or the providing of other services.

(2) Any person, or officer or employee of the person, who receives returns or return information under paragraph (a)(1) of this section, may -

(i) Further disclose the returns or return information to another officer or employee of the person whose duties or responsibilities require the returns or return information for a purpose described in this paragraph (a); or

(ii) Further disclose the returns or return information, when authorized in writing by the Internal Revenue Service (IRS), to the extent necessary to carry out the purposes described in this paragraph (a). Disclosures may include disclosures to an agent or subcontractor of the person, or officer or employee of the agent or subcontractor.

(3) An agent or subcontractor, or officer or employee of the agent or subcontractor, who receives returns or return information under paragraph (a)(2)(ii) of this section, may further disclose the returns or return information to another officer or employee of the agent or subcontractor whose duties or responsibilities require the returns or return information for a purpose described in this paragraph (a).

(4) Any person, or officer, employee, agent or subcontractor of the person, or officer or employee of the agent or subcontractor, who receives returns or return information under this paragraph (a), may, subject to the provisions of § 301.6103(p)(2)(B)-1 (concerning disclosures by a Federal, State, or local agency, or its agents or contractors), further disclose the returns or return information for a purpose authorized, and subject to all applicable conditions imposed, by section 6103.

(b) ***Limitations.***

(1) Disclosure of returns or return information in connection with a written contract or agreement for the acquisition of property or services described in paragraph (a) of this section will be treated as necessary only if the performance of the contract or agreement cannot otherwise be reasonably, properly, or economically carried out without the disclosure.

(2) Disclosure of returns or return information in connection with a written contract or agreement for the acquisition of property or services described in paragraph (a) of this section shall be made only to the extent necessary to reasonably, properly, or economically perform the contract. For example, disclosure of returns or return information to employees of a contractor for purposes of programming, maintaining, repairing, or testing computer equipment used by the IRS or a State tax agency shall be made only if the services cannot be reasonably, properly, or economically performed without the disclosure. If it is determined that disclosure of returns or return information is necessary, and if the services can be reasonably, properly, or economically performed by disclosure of only parts or portions of a return or if deletion of taxpayer identity information (as defined in section 6103(b)(6)) reflected on a return would not seriously impair the ability of the employees to perform the services, then only the parts or portions of the return, or only the return with taxpayer identity information deleted, may be disclosed.

(c) ***Penalties.*** Any person, or officer, employee, agent or subcontractor of the person, or officer or employee of the agent or subcontractor, who receives returns or return information under paragraph (a) of this section, is subject to the civil and criminal penalty provisions of sections 7431, 7213, and 7213A for the unauthorized inspection or disclosure of the returns or return information.

(d) ***Notification requirements.*** Any person, or agent or subcontractor of the person, who receives returns or return information under paragraph (a) of this section shall provide written notice to his, her, or its officers and employees receiving the returns or return information that -

(1) Returns or return information disclosed to the officer or employee may be used only for a purpose and to the extent authorized by paragraph (a) of this section and that the officer or employee is subject to the civil and criminal penalty provisions of sections 7431, 7213, and 7213A for the unauthorized inspection or disclosure of the returns or return information;

(2) Further inspection of any returns or return information for a purpose or to an extent not authorized by paragraph (a) of this section constitutes a misdemeanor, punishable upon conviction by a fine of as much as $1,000, or imprisonment for as long as 1 year, or both, together with costs of prosecution;

(3) Further disclosure of any returns or return information for a purpose or to an extent not authorized by paragraph (a) of this section constitutes a felony, punishable upon conviction by a fine of as much as $5,000, or imprisonment for as long as 5 years, or both, together with the costs of prosecution;

(4) Further inspection or disclosure of returns or return information by any person who is not an officer or employee of the United States for a purpose or to an extent not authorized by paragraph (a) of this section may result also in an award of civil damages against that person in an amount not less than $1,000 for each act of unauthorized inspection or disclosure; or the sum of actual damages sustained by the plaintiff as a result of the unauthorized inspection or disclosure plus, in the case of a willful inspection or disclosure or an inspection or disclosure that is the result of gross negligence, punitive damages. In addition, costs and reasonable attorney's fees may be awarded; and

(5) A conviction for an offense referenced in paragraph (d)(2) or (3) of this section shall, in addition to any other punishment, result in dismissal from office or discharge from employment if the person convicted is an officer or employee of the United States.

(e) ***Safeguards.***

(1) Any person, or agent or subcontractor of the person, who may receive returns or return information under paragraph (a) of this section, shall agree, before disclosure of any returns or return information to the person, agent, or subcontractor, to permit an inspection by the IRS of his, her, or its site or facilities.

(2) Any person, or officer, employee, agent or subcontractor of the person, or officer or employee of the agent or subcontractor, who receives returns or return information under paragraph (a) of this section, shall comply with all applicable conditions and requirements as the IRS may prescribe from time to time (prescribed requirements) for the purposes of protecting the confidentiality of returns and return information and preventing any disclosure or inspection of returns or return information in a manner not authorized by this section.

(3) The terms of any written contract or agreement for the acquisition of property or services as described in paragraph (a) of this section shall provide, or shall be amended to provide, that any person, or officer, employee, agent or subcontractor of the person, or officer or employee of the agent or subcontractor, who receives returns or return information under paragraph (a) of this section, shall comply with the prescribed requirements. Any contract or agreement shall be made available to the IRS before execution of the contract or agreement. For purposes of this paragraph (e)(3), a written contract or agreement shall include any contract or agreement between a person and an agent or subcontractor of the person to provide the property or services described in paragraph (a) of this section.

(4) If the IRS determines that any person, or officer, employee, agent or subcontractor of the person, or officer or employee of the agent or subcontractor, who receives returns or return information under paragraph (a) of this section, has failed to, or does not, satisfy the prescribed requirements, the IRS, consistent with the regulations under section 6103(p)(7), may take any actions it deems necessary to ensure that the prescribed requirements are or will be satisfied, including -

(i) Suspension of further disclosures of returns or return information by the IRS to the State tax agency, the Social Security Administration, or the Department of Justice, until the IRS determines that the conditions and requirements have been or will be satisfied;

(ii) Suspension of further disclosures by the Treasury Department otherwise authorized by paragraph (a) of this section; and

(iii) Suspension or termination of any duty or obligation arising under a contract or agreement with the Treasury Department.

(f) ***Definitions.*** For purposes of this section -

(1) The term ***Treasury Department*** includes the IRS, the Office of the Chief Counsel for the IRS, and the Office of the Treasury Inspector General for Tax Administration;

(2) The term ***State tax agency*** means an agency, body, or commission described in section 6103(d); and

(3) The term ***Department of Justice*** includes offices of the United States Attorneys.

(g) ***Effective date.*** This section is applicable on June 5, 2007.

26 U.S.C. §7213. Unauthorized disclosure of information

(a) Returns and return information

(1) Federal employees and other persons

It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)). Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.

(2) State and other employees

It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)) acquired by him or another person under subsection (d), (i)(1)(C), (3)(B)(i), or (7)(A)(ii), (k)(10), (13), (14), or (15), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), (20), or (21) or (m)(2), (4), (5), (6), or (7) of section 6103 or under section 6104(c). Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(3) Other persons

It shall be unlawful for any person to whom any return or return information (as defined in section 6103(b)) is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(4) Solicitation

It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information (as defined in section 6103(b)) and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(5) Shareholders

It shall be unlawful for any person to whom a return or return information (as defined in section 6103(b)) is disclosed pursuant to the provisions of section 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not to exceed $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(b) Disclosure of operations of manufacturer or producer

Any officer or employee of the United States who divulges or makes known in any manner whatever not provided by law to any person the operations, style of work, or apparatus of any manufacturer or producer visited by him in the discharge of his official duties shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than $1,000, or imprisoned not more than 1 year, or both, together with the costs of prosecution; and the offender shall be dismissed from office or discharged from employment.

(c) Disclosures by certain delegates of Secretary

All provisions of law relating to the disclosure of information, and all provisions of law relating to penalties for unauthorized disclosure of information, which are applicable in respect of any function under this title when performed by an officer or employee of the Treasury Department are likewise applicable in respect of such function when performed by any person who is a "delegate" within the meaning of section 7701(a)(12)(B).

(d) Disclosure of software

Any person who willfully divulges or makes known software (as defined in section 7612(d)(1)) to any person in violation of section 7612 shall be guilty of a felony and, upon conviction thereof, shall be fined not more than $5,000, or imprisoned not more than 5 years, or both, together with the costs of prosecution.

(e) Cross references

(1) Penalties for disclosure of information by preparers of returns

For penalty for disclosure or use of information by preparers of returns, see section 7216.

(2) Penalties for disclosure of confidential information

For penalties for disclosure of confidential information by any officer or employee of the United States or any department or agency thereof, see 18 U.S.C. 1905.

26 U.S.C. §7213A. Unauthorized inspection of returns or return information

(a) Prohibitions

(1) Federal employees and other persons

It shall be unlawful for—

(A) any officer or employee of the United States, or

(B) any person described in subsection (l)(18) or (n) of section 6103 or an officer or employee of any such person, willfully to inspect, except as authorized in this title, any return or return information.

(2) State and other employees

It shall be unlawful for any person (not described in paragraph (1)) willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2) or under section 6104(c).

(b) Penalty

(1) In general

Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding $1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

(2) Federal officers or employees

An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

(c) Definitions

For purposes of this section, the terms "inspect", "return", and "return information" have the respective meanings given such terms by section 6103(b).

26 U.S.C. §7431. Civil damages for unauthorized inspection or disclosure of returns and return information

(a) In general

(1) Inspection or disclosure by employee of United States

If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

(2) Inspection or disclosure by a person who is not an employee of United States

If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103 or in violation of section 6104(c), such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) Exceptions

No liability shall arise under this section with respect to any inspection or disclosure—

(1) which results from a good faith, but erroneous, interpretation of section 6103, or

(2) which is requested by the taxpayer.

(c) Damages

In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of—

(1) the greater of—

(A) $1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or

(B) the sum of—

(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus

(ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

(2) the costs of the action, plus

(3) in the case of a plaintiff which is described in section 7430(c)(4)(A)(ii), reasonable attorneys fees, except that if the defendant is the United States, reasonable attorneys fees may be awarded only if the plaintiff is the prevailing party (as determined under section 7430(c)(4)).

(d) Period for bringing action

Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.

(e) Notification of unlawful inspection and disclosure If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of—

(1) paragraph (1) or (2) of section 7213(a),

(2) section 7213A(a), or

(3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code,

the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure. The Secretary shall also notify such taxpayer if the Internal Revenue Service or a Federal or State agency (upon notice to the Secretary by such Federal or State agency) proposes an administrative determination as to disciplinary or adverse action against an employee arising from the employee's unauthorized inspection or disclosure of the taxpayer's return or return information. The notice described in this subsection shall include the date of the unauthorized inspection or disclosure and the rights of the taxpayer under such administrative determination.

(f) Definitions

For purposes of this section, the terms "inspect", "inspection", "return", and "return information" have the respective meanings given such terms by section 6103(b).

(g) Extension to information obtained under section 3406For purposes of this section—

(1) any information obtained under section 3406 (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and

(2) any inspection or use of such information other than for purposes of meeting any requirement under section 3406 or (subject to the safeguards set forth in section 6103) for purposes permitted under section 6103 shall be treated as a violation of section 6103.

For purposes of subsection (b), the reference to section 6103 shall be treated as including a reference to section 3406.

(h) Special rule for information obtained under section 6103(k)(9)

For purposes of this section, any reference to section 6103 shall be treated as including a reference to section 6311(e)