

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**



**INVITATION FOR BID (IFB)
COMMODITY**

**EVENT ID: S26935001
JULY 6, 2026**

TIJUANA RIVER TRASH BOOM

BIDS ARE DUE BY: July 29, 2026 at 3:00 PM PT

RETURN BID TO:

CAITLIN.MENG@PARKS.CA.GOV

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1. SCOPE

This Invitation for Bid (IFB) is being conducted by Department of Parks and Recreation (DPR), San Diego Coast District for a trash boom meeting the requirements as described herein. This product is intended to replace the existing Upper Trash Boom located in the Goat Canyon Sediment Basins in Border Field State Park. See also Sheets T-1, L-1, and D-2 included.

The State intends to purchase the greatest length of trash boom possible, based on the available funding of \$329,581.

2. KEY ACTION DATES

The important dates and times by which actions must be taken or completed are identified below. Adherence to the following schedule is required. If the State finds it necessary to change any of these dates, the State will issue an addendum identifying the changes.

KEY ACTION	DATE & TIME
Release of IFB (Event ID# S26935001)	(July 6, 2026 @ 3:00 PM, PT)
Last Day to Submit Questions	(July 16, 2026 @ 3:00 PM, PT)
Bid Due Date	(July 29, 2026 @ 3:00 PM, PT)
Bid Opening Date	(July 30, 2026 @ 3:00 PM, PT)

3. BIDDER INSTRUCTIONS

The Bidder Instructions include the Bidder's and the State's rights and responsibilities for the bidding process, unless otherwise specified in this solicitation. Bidder Instructions are located at the following link: [Bidder Instructions \(DGS PD 451\)](#)

4. METHOD OF AWARD

Award, if made, will be made on an "All or None" basis. Award will be made to the responsive and responsible Bidder submitting the lowest total cost for a trash boom meeting all mandatory technical specifications, and including all applicable preference and incentive calculations.

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

5. TECHNICAL SPECIFICATIONS

All products offered must meet or exceed **Attachment 2 - Technical Requirements/Statement of Work**

All equipment offered must be new and the latest model in current production. Used, shopworn, refurbished, demonstrator, prototype or discontinued models are not acceptable.

6. DPR PROCUREMENT OFFICIAL

The DPR Procurement Official shall be the State's designated authorized representative regarding this procurement. All inquiries and questions must be directed to only this person. Oral communications are discouraged and shall not be binding to the State. Bidders should only rely on written statements issued by the DPR Procurement Official. The DPR Procurement Official contact information for this IFB is listed below:

DPR Procurement Official: Caitlin Meng
Telephone: (619) -904-1986

Email: caitlin.meng@parks.ca.gov

7. PROTEST

Any proposer who claims it is the lowest responsible bidder meeting the specifications for the purchase may protest the award of purchase.

There is no basis for protest if DPR rejects all bids or proposals based on the best interests of the State

On written request by any bidder who has submitted a bid, DPR must post a notice of the proposed purchase award in a place accessible by the general public including any internet site identified in the IFB at least five days prior to awarding the contract.

If the purchase is not awarded to the lowest bidder, the lowest bidder shall be notified by FAX, overnight courier, e-mail, or personal delivery five (5) working days prior to the award of contract.

Inspection of bids is permitted as follows:

- After bid opening, all bids shall be available for public inspection.

There are time limits in which to file a protest. A protest must be filed with DPR and the Department of General Service (DGS) after notice of intent to award the purchase if notice was required, but before the actual award.

Protests of award shall be in writing, including the solicitation number in the subject line, and be submitted to as follows:

<u>Send the notice of protest to:</u> Department of General Services Procurement Division Attention: Dispute Resolution 707 Third Street, 2nd Floor West Sacramento, CA 95605 or <u>Email:</u> PDProtests@dgs.ca.gov	<u>A copy of the protest should be sent to:</u> Department of Parks and Recreation Procurement Services Unit Attention: Caitlin Meng 4477 Pacific Highway San Diego, CA 92110 or <u>Email:</u> Caitlin.Meng@parks.ca.gov
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Once a protest is filed within the defined protest period the purchase may not be awarded until the protest is withdrawn or DGS has rendered a decision.

8. WARRANTY

All products offered must contain, at a minimum, two (2) year warranty from the Original Equipment Manufacturer (OEM) with the option to extend warranty for additional years. Warranty shall include defects in materials and workmanship. The initial warranty period shall commence after acceptance of the product(s).

During the warranty period, the Contractor must:

Honor all manufacturers' warranties and guarantees on all products offered through the contract. If the manufacturer offers an on-site warranty, those warranty services must be passed on to the user of this contract. Contractor shall bear all material, labor, and transportation costs for repair of defects and failures occurring within the warranty period.

9. FREE ON BOARD (F.O.B.) DESTINATION

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

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

10.DELIVERY

Delivery is to be completed in full within 180 calendar days after receipt of order (ARO). Partial shipments are not acceptable unless approved in writing by the State. Delivery time can be extended via a Work Authorization Form if both, the State and Contractor agree. The Contractor will submit a Work Authorization Form for approval and after approval, can proceed with the approved changes. The approved Work Authorization Form will thereby be incorporated into the contract. A Purchase Order Change or Amendment will not be required.

Note: In accordance with Section 15.12 of the General Provisions entitled "Delivery", the Contractor shall strictly adhere to the delivery terms and completion schedule as specified in this solicitation. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the Contractor to General Provisions Section 11.4, entitled "Rights and Remedies of the State for Default".

11.SALES TAX

The State will calculate Sales Tax when creating the Purchase Order. Sales Tax is assessed based upon where the products are physically received.

12.BIDDER QUESTIONS

This IFB addresses all requirements that Bidders must meet to be eligible for consideration. Bidders must carefully read the entire IFB, ask appropriate questions in a timely manner, and make sure all procedures and requirements of the IFB are accurately followed and addressed.

If a Bidder discovers any ambiguity, conflict, restrictive specifications, discrepancy, omission, or other errors in the IFB, the Bidder shall immediately notify the DPR Procurement Official of such error, in writing, and request clarification or modification of the document.

All questions, comments, and concerns should be immediately directed to the DPR Procurement Official, in writing, no later than **the date and time indicated in Section 2, Key Action Dates**. All questions and/or concerns shall be directed to Caitlin.Meng@parks.ca.gov.

Answers to all questions will be posted via a Question and Answer Set via a formal addendum.

13.ADDENDA

If the solicitation is revised by an addendum, Bidder is required to meet all requirements of the most current addendum, including using any updated forms.

The IFB document is not required to be submitted with the bid. This language supersedes GSPD-451, Bidder Instructions (rev 11/09/2011) section 3.b., Solicitation Addendum (Addenda).

14.DESIGNATION OF REQUIREMENTS

The State has established certain requirements with respect to bids to be submitted by prospective contractors. The use of “must,” “shall” or “will” (except to indicate simple futurity) in the IFB indicates a requirement or condition that is mandatory. A deviation, if not material, may be waived by the State. 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 Contractor, or on the cost to the State. Material deviations cannot be waived.

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.

15.ADDITIONAL TERMS AND CONDITIONS

The State objects to and will not evaluate or consider any additional terms or conditions submitted by a bidder. This applies to any language appearing in documents attached as part of the bidder's response. In signing and submitting the **Attachment 1- Agreement Cover Letter**, the bidder agrees that any additional terms and conditions whether submitted intentionally or inadvertently, shall have no force or effect. Bids with terms and conditions attached may be subject to rejection.

16.RESPONSIBLE BIDDER

DPR may require Bidders to submit evidence of their qualifications. This includes, but is not limited to, the necessary number of personnel with the skills required, equipment of appropriate type and sufficient quantity, financial resources sufficient to complete performance under the agreement, and experience in similar endeavors. If such information is required, the Bidder will be notified to submit the required information. If the State determines the Bidder is not responsible, the bid will be rejected.

17.BID SUBMITTAL INSTRUCTIONS

Bids must be received by the bid due date and time in **Section 2, Key Action Dates**. Bids received after this date and time will not be considered.

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

- Email bids to Caitlin.Meng@parks.ca.gov
- Only bids received in this mailbox will be considered. Bids shall not be sent to any other mailbox.
- Email should clearly identify in the Subject Line:

Bid Response for Event ID <S26935001>, <Company Name>

- Emails will not be opened by the DPR Procurement Official until the required bid due date and time.

Emails should not exceed 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 10 MB. Multiple emails should be identified as follows: 1 of 3, 2 of 3, 3 of 3, etc.

Links to files stored on the Internet (e.g., Google Drive, Dropbox, etc.) in lieu of attachments are **not** acceptable, and any documents stored at such links will not be retrieved.

18.STATE'S OWN BID DOCUMENTS/SOLICITATION

Only bids quoted on the State's own bid documents will be considered. Documents include all forms and attachments required to be submitted. Alteration of the State's documents may result in rejection of the bid. Bids submitted referring to supplier attachments which include terms and conditions that conflict with the State's complete solicitation shall be considered non-responsive and such bids shall be rejected.

19.BID SUBMISSION REQUIREMENTS

Bid submission items are included as part of this IFB or are included electronically by link. If Bidder is unable to download an electronic document, contact the DPR Procurement Official to request the document.

A.AGREEMENT COVER LETTER AND CONTRACT PROVISIONS

All Bidders must complete the Agreement Cover Letter and include it with the bid. The Agreement Cover Letter (which shall be considered an integral part of the bid) shall be signed by an individual who is authorized to bind the bidding firm contractually. An unsigned Agreement Cover Letter shall cause the bid to be rejected.

By signing the Agreement Cover Letter and submitting a bid, Bidder is agreeing to:

- Comply with the requirements of the solicitation and resulting contract
- Accept the terms and conditions of the [Non-IT General Provisions \(rev 02/20/2025\)](#) addition or modification.
- Comply with all applicable statutes, rules, regulations, and orders of the United States and the State of California.

Bidder also agrees to comply with all applicable statutes, rules, regulations, and orders of the United States and the State of California.

B.COST WORKSHEET

Attachment 3 – Cost Worksheet contains the cost sheet(s) Bidders shall use to enter pricing/discounts for the solicitation. In order to be considered for award, all line items in **Attachment 3 – Cost Worksheet** must be bid. All dollar figures must be entered to no more than two decimal places (e.g., \$150.00). Upon award, the Bidder's proposed products listed on **Attachment 3 – Cost Worksheet** will be the Contract Line Items (CLINs) under the resultant contract.

Prices shall include all engineering, manufacturing, freight, packaging, insurance, delivery, hardware, and incidental costs necessary to provide a complete operational system.

Bidders are required to provide the following proposed product information for each line item on the Cost Worksheet:

- Bidder's product Stock Keeping Unit Number (SKU#)

- Item Description
- Unit of Measure (UOM)
- Quantity in UOM
- List Price/MSRP
- Contract Discount
- Contract Unit Price
- Delivery Costs (if applicable)

Prices quoted shall be all inclusive. Only the prices submitted in the bid response shall be included in the awarded contract. No other fees can be charged to the customer.

Attachment 3 – Cost Worksheet must be filled out completely for each line item bidder is proposing or the bid may be rejected. Yellow input cells are mandatory and must be completed. Modifying any other cell in any worksheet may disqualify the Bidder.

Bidders shall submit one (1) electronic copy in Microsoft Excel format of the completed **Attachment 3 – Cost Worksheet** with the emailed bid response.

Failure to submit the **Attachment 3 – Cost Worksheet** with the bid response shall result in the bid being considered non-responsive. Please refer to the Worksheet Key tab for field definitions and additional completion instructions.

Bidders shall submit one (1) electronic copy in Microsoft Excel format of the completed Attachment 3 - Cost Worksheet with the emailed bid response.

C. BIDDERS CHECKLIST

This IFB includes some items that require a narrative response and additional information. Those items have been listed on **Attachment 4 – Bidders Checklist**. Bidders shall input narrative responses on the attachment only, and only for the items requested. If necessary, Bidders may add pages to the attachment to further explain their response.

Bidders shall not input narrative responses within the IFB document, nor should narrative responses be included for items the State did not list on **Attachment 4 – Bidders Checklist**.

D. SELLER'S PERMIT

Bidders may be required to provide their Seller's Permit number.

If requested, a copy of the Seller's Permit issued by the California Department of Tax and Fee Administration (CDTFA) must be provided within five (5) days of request from the DPR.

For instructions on how to obtain a California Seller's Permit or register to do business in the State of California, visit the [California Department of Tax and Fee Administration website](#).

E. DECLARATION FORMS

All Bidders must complete the [Bidder Declaration Form \(GSPD-05-105\)](#) and include it with the bid response. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded an agreement are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution, and it is incorporated by amendment to the agreement.

If a Bidder proposes the use of a subcontractor for a portion of the agreement, the Bidder agrees that all requirements will be adhered to and that requirements will apply to subcontractors. All subcontractors must comply fully with the administrative and technical requirements that are applicable with the portion of the work being delegated to the subcontractor.

Bidders and any subcontractors who have been certified by California as a DVBE (or who are proposing rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed [Disabled Veteran Business Enterprise Declaration Form DGS PD 843](#).

All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form. The completed form should be included with the response. If this document is not included in the bid response.

F. PAYEE DATA RECORD

To be awarded this agreement, the Bidder is required to complete, sign, return a [Payee Data Record \(STD 204\)](#)/STD 205 Payee Data Record Supplement if any additional addresses and the [DPR 88 Payee Data Record Supplement \(Goods vs. Services\)](#) with their bid response.

G. DESCRIPTIVE LITERATURE

Bidders are required to submit complete descriptive literature in **Attachment 5 – Descriptive Literature**, which should be annotated to specify the applicable page, brand, and model or item(s). Descriptive literature to include detail on how the product meets the technical specifications described in **Attachment 2 – Technical Requirements/Statement of Work**

Descriptive literature shall be submitted with the bid response. If this documentation is not included in the bid response, Bidder shall provide it within five (5) days after request from the State. Failure to submit descriptive literature may result in your bid being considered non-responsive and not accepted.

H. AUTHORIZED RESELLER

If the Bidder is not the Original Equipment Manufacturer (OEM) of the product being proposed, the Bidder must provide in **Attachment 6 – Authorized reseller**, on OEM company letterhead and signed by an authorized OEM representative, documentation identifying the Bidder as an authorized OEM reseller. The Authorized Reseller letter should be submitted with the bid response. If this document is not included in the bid response, Bidder shall provide it within five (5) days after request from the State. Failure to submit required information may result in the bid being considered non-responsive. The State has the option to follow-up and verify any Authorized Reseller letter.

I. POSTCONSUMER CONTENT CERTIFICATION

State departments are required to report purchases made within 16 product categories in the California Department of Resources Recycling and Recovery's (CalRecycle) State Agency Buy Recycled Campaign (SABRC) in accordance with PCC Sections 12200-12217.

In order to comply with those requirements, Bidders are required to certify in writing the minimum percentage, if not the exact percentage, of post-consumer recycled content (PCRC) material in each of the products offered within the 16 reportable categories as part of this solicitation by completing the [DPR 924 Recycled Content Certification form](#).

- Bidder shall complete the [DPR 924 Recycled Content Certification form](#) for each product offered that falls within the 16 reportable categories listed on page 2 of the DPR 924.
- Bidder shall include the minimum percentage, if not exact percentage, even if the products do not contain any PCRC.

The Bidder shall complete and submit the [DPR 924 Recycled Content Certification form](#) with the bid.

During the life of the contract, the Contractor will be required to submit revised DPR 924 information if percentages are adjusted or if substitute line items are approved by the DPR Contract Administrator.

J. DARFUR CONTRACTING ACT (NON-IT Only)

Public Contract Code sections 10475 -10481 applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the DGS to submit a proposal.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (Public Contract Code section 10477(a)), unless written permission from the Director of DGS to bid on this procurement has been granted (Public Contract Code section 10477(b)).

Bidder is required to submit a completed [DPR 74 DARFUR Contracting Act Certification](#) if the company currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Darfur Contracting Act form should be submitted with the bid response. If this document is not included in the bid response, Bidder shall provide it within five (5) days after request from the State. Failure to submit required information may result in the bid being considered non-responsive.

If a Bidder has not conducted business outside of the United States in the last three (3) years, this section does not apply. Bidders shall submit their response on Attachment 4 – Bidders Checklist.

K. CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to PCC § 2010, any Bidder entering into or renewing an agreement over \$100,000 on or after January 1, 2017, shall certify all the following:

- A. That they comply with the Unruh Civil Rights Act (§ 51 of the Civil Code).
- B. That they comply with the California Fair Employment and Housing Act (FEHA) (Chapter 7 (commencing with § 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- C. (1) 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 (§ 51 of the Civil Code) or the FEHA (Chapter 7 (commencing with § 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

(2) 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 FEHA (Chapter 7 (commencing with § 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Bidders are required to submit the [California Civil Rights Laws Certification form](#) with the bid response. Failure to submit this form may result in the bid being considered non-responsive.

L. GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI)

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

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

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

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

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

Bidder shall provide the above notifications by completing the [DPR 97B Artificial Intelligence Certification](#) form and submitting with their bid. Failure to report GenAI to the State may result in disqualification.

M. FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY CERTIFICATION

Expenditures from this contract may involve Federal funds. The Federal Department of Labor requires all State agencies which are expending Federal funds to have in the contract file, a certification by the Contractor that they have not been debarred nor suspended from doing business with the Federal government. Bidders must submit the [Federal Debarment Certification form](#) with the bid response. If this document is not submitted with the bid response. Failure to submit this form may result in the bid being considered non-responsive.

N. REFERENCE LETTER(S)

Bidder shall include in **Attachment 7 – Reference Letter(s)**, at least one (1) reference letter from a site manager/responsible party verifying that the product has performed successfully in a high velocity, flash flood, and ephemeral water riverine environment.

20. ADDITIONAL ADMINISTRATIVE REQUIREMENTS

Bidder shall comply with all additional administrative requirements as detailed in the **Attachment 8 - Administrative Requirements and Product Support**, dated 06/05/2026.

21. ENVIRONMENTALLY PREFERABLE PURCHASING (EPP)

DPR is responsible for the implementation of Environmentally Preferable Purchasing (EPP) as mandated by PCC Sections 12400-12404. By signing Agreement Cover Letter, the Bidder is certifying that the products offered under this solicitation are in compliance with the Federal Trade Commission's Guidelines for the Use of Environmental Marketing Terms, per PCC Section 12404.

22. SOCIOECONOMIC PREFERENCE AND INCENTIVE PROGRAMS

This solicitation may include the following socioeconomic programs:

- Disabled Veteran Business Enterprise (DVBE) Program Requirements and Incentive
- Small Business (SB) Preference
- Small Business Nonprofit Veteran Services Agencies (SB/NVSA)
- Non-Small Business Subcontractor Preference
- Target Area Contract Preference Act (TACPA) Preference

All certified firms must perform a "commercially useful function" in the performance of the contract as defined in Government Code (GC) Section 14837(d)(4).

The Contractor must notify the State Contract Administrator by written notification of any proposed changes in the SB and/or DVBE subcontractors made during the term of the contract. Changes cannot be made without State Contract Administrator approval.

If claiming SB and/or DVBE participation, the relevant Bidder and/or subcontractor must be certified by California as a SB and/or DVBE. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. PT on the bid due date, and the OSDS must be able to approve the application as submitted.

The total amount of Preferences and Incentives a bidder can receive is 15 percent of the lowest net bid amount or \$100,000.00, whichever is less for low bid.

A. Disabled Veteran Business Enterprise (DVBE) Program Requirements

The State has established goals for DVBE participation in state contracts as outlined in the [California DVBE Program Requirements](#). Bidder's attention is directed to the Disabled Veteran Business Enterprise (DVBE) Participation Requirement for bidders, as outlined in the accompanying bid package.

DVBE Incentive

This solicitation does not require a minimum DVBE participation percentage. The DVBE participation requirement has been waived.

This solicitation provides an incentive for DVBE participation. [California DVBE Bid Incentive Instructions](#) include information about the DVBE incentive. If applicable, Bidders must claim this incentive on Attachment 4 – Bidders Checklist.

B. Small Business Preference

A 5 percent bid preference is available to Bidders certified as a small business in accordance with GC 14835 et seq. If applicable, Bidders must claim this preference on Attachment 4 – Bidders Checklist.

The Small Business regulations concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals can be viewed in the [California Code of Regulations \(Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et seq.\)](#).

C. Small Business Nonprofit Veteran Services Agencies (SB/NVSA)

SB/NVSA prime Bidders meeting requirements specified in the Military and Veterans Code (MVC) § 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5 percent small business preference. SB/NVSAs claiming the small business preference must possess certification by California prior to the day and time bids are due. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

D. Non-Small Business Subcontractor Preference

A 5 percent bid preference is available to a non-small business claiming 25 percent California Certified small business subcontractor participation. If applicable, claim the preference on Attachment 4 – Bidders Checklist.

E. Target Area Contract Preference Act (TACPA) Preference

This solicitation provides for the optional TACPA preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the bid. Bidders are encouraged to carefully review the [TACPA forms, requirements, and submittal instructions](#).

Bidders desiring to claim the TACPA preference must complete the [TACPA Request Form \(Std. 830\)](#) and include it with the bid response.

Additionally, the [Manufacturer's Summary Form \(DGS PD 525\)](#) and [Bidder's Summary Form \(DGS PD 526\)](#) should be submitted with the bid. If these forms are not included in the bid response, Bidder shall provide it within five (5) working days after request from the State to be considered for a preference. The State may request additional or missing information to determine eligibility.

The State, as part of its evaluation process, reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to, information from Bidders, manufacturers, subcontractors, and any other sources available at the time of bid evaluation. Bidder refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State's request may result in the denial of the preferences requested.

Contracts awarded with the applied preference will be monitored throughout the life of the contract for compliance with statutory, regulatory, and contractual requirements. The State will take appropriate corrective action and apply sanctions as necessary to enforce the preference program.

Any questions regarding the TACPA preference should be directed to TACPA@dgs.ca.gov.

F. SB/DVBE Reporting Requirements

If, for this Contract, Contractor made a commitment to achieve SB participation, the State requires Contractor, upon completion of this Contract, (or within such other period as may be specified elsewhere in the Contract) to report the actual percentage of SB participation that was achieved. (Govt. Code, § 14841).

If, for the Contract, Contractor made a commitment to achieve the DVBE participation goal, then, pursuant to Military & Veterans Code, § 999.5, subdivision (d), upon completion of the Contract, the State requires Contractor to certify using [DVBE Subcontracting Report STD 817](#).

Until Contractor complies with the certification requirements above, the State will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000. Refer to Section 14 (non-IT Goods) "Small Business (SB) Participation & Disabled Veteran Business Enterprise (DVBE) Participation Reporting Requirements" of the general provisions applicable to this solicitation for specific regulatory requirements.

G. DVBE Subcontractor Substitution

The Bidder understands and agrees that should award of this contract be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid offer, per Military and Veterans Code § 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the DGS-PD. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10.

23.COMMERCIALLY USEFUL FUNCTION (CUF)

Suppliers, whether the Bidder or a subcontractor, who have a California certification for one (1) or more of the socio-economic programs (i.e., SB or DVBE), must perform a Commercially Useful Function (CUF) in the resulting contract. CUF is defined in the Military and Veterans Code § 999(b)(5)(B) for DVBEs and in the Government Code § 14837(d)(4)(A) for small business as consisting of all the following:

- Responsibility for the execution of a district element of the work
- Actually performing, managing, or supervising the work
- Perform work that is normal for its business services and functions not further subcontracting work that is greater than that expected by normal industry standards, responsible, with respect to any products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing (if applicable), and making payment

Bidders claiming participation in one or more of the socioeconomic programs will be required to submit the [DPR 87 Commercially Useful Function Bidder Certification](#) form with the bid response. Failure to submit the requested written information, as specified, may be grounds for rejection of the bid.

24. BID RESPONSE LIST

Bidders shall include the following documents and attachments as required in the IFB. Documents should be provided in the same order as listed below. Document links are shown below when not attached to the solicitation.

Required with Bid Response

Description	Section
Attachment 1 - Agreement Cover Letter	19
Attachment 2 – Technical Requirements/Statement of Work (signed)	5
Attachment 3 – Cost Worksheet	19
Attachment 4 – Bidder's Checklist	19
Attachment 5 – Descriptive Literature	19
Attachment 6 – Authorized Reseller (if applicable)	19
Attachment 7 – Reference Letter(s)	19
Attachment 8 – Administrative Requirements and Product Support	20
California Civil Rights Laws Certification form	19
Iran Contracting Act Verification form (if applicable)	19
Bidder Declaration Form (GSPD-05-105)	19
TACPA Request Form (Std. 830) (if claiming a TACPA preference only)	22
Payee Data Record (STD 204) & Payee Supplement (DPR 88)	19
Artificial Intelligence (AI) Disclosure Form (DPR 97B)	19
Recycled Content Certification (DPR 924) (if applicable)	19
Commercially Useful Function – Bidder Certification (DPR 87) (if applicable)	23
Darfur Contracting Act Certification (DPR 74) Non-IT Goods only (if applicable)	19
DVBE Declaration Form DGS PD 843 (if applicable)	19
Federal Debarment Certification (if applicable)	19
Manufacturer's Summary Form (DGS PD 525) Goods only (if applicable, TACPA only)	22
Bidder's Summary Form (DGS PD 526) Goods and Services (if applicable, TACPA only)	22

Do not submit this IFB document with bid.

The State makes no warranty that the response list is a full and comprehensive listing of every requirement specified in the IFB. Checking off the items on the list does not establish the Bidder's intent nor does it constitute responsiveness to the requirements. The list is only a tool to assist participating Bidders in compiling their bid response and does not establish intent nor does it constitute responsiveness to the requirements. 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.

25. TAX DELINQUENCY

Pursuant to the Public Contract Code § 10295.4, prior to executing any State agreement or renewal for goods or services, the contracting department must verify that the Bidder is not on either of the prohibited lists below. If Bidder is on either list, they will be ineligible for agreement award.

[FTB Top 500 Delinquent Taxpayers](#)

[CDTFA Top 500 Sales & Use Tax Delinquencies in California](#)

26.VALIDATION OF REQUIREMENTS

The State will check each bid detail to determine its compliance to the bid requirements. If a bid fails to meet bid requirements, the State will determine whether the deviation is material. 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.

27.CLARIFYING INFORMATION

During the evaluation and selection process, the State may ask the Bidder to clarify conflicting information in their bid response when compliance to the solicitation requirements cannot be determined. Clarifications provided by the Bidder may not change the original bid submission. Missing or non-compliant bid response information is not grounds for the State to request clarification. Clarification will not be requested if the Bidder has been deemed non-compliant to other mandatory requirements. It is the responsibility of the Bidder to submit a complete, legible, and comprehensible bid.

Failure to submit the requested written information within the timeframe provided by the State will be grounds for bid rejection.

Except for clerical errors, which will be addressed in accordance with Section 28 Errors in Bids below, the State will not ask clarifying questions for bids where the response to the requirement is non-compliant as this would result in a change to the bid.

28.ERRORS IN BIDS

An error in the Bid may cause the rejection of that bid; however, the State may at its sole option retain the bid and make certain corrections. To determine if a correction is appropriate, the State will consider the conformance of the bid the IFB requirements.

If the Bidder's intent is clearly established, the State may at its sole option correct an error based on that established intent. The State may correct obvious clerical errors, arithmetic errors, and discrepancies. If necessary, the cost extensions and totals will be recalculated if obviously misstated. The State may correct errors of omission.

If the Bidder's intent is not clearly established, State will take following actions:

1. If cost for a line item is omitted from Cost Worksheet, it will be interpreted to mean that it will be provided by the Bidder at no cost.
2. If any line item is omitted and is essential for satisfactory performance, it will be interpreted to mean that it will be provided at no cost.

Where applicable, recalculations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the Bidder (if awarded the contract), the Bidder will be given the opportunity to promptly establish the grounds justifying relief from its bid.

Bidders should carefully review the cost elements since they will not have the option to correct errors after the date and time for submission of the Bid.

29.DRAFTS

If the State determines that bids from all Bidders contain material deviations, the State may declare the bids to be draft bids. If bids are declared drafts, the State will issue an addendum to the solicitation document and confidential discussions may be held with the Bidders who wish to continue in the bidding process. Notifying the Bidder of defects is intended to minimize the risk that the final bids will be deemed non-compliant; however, the State will not provide any warranty that all defects in the draft bids have been detected. Notification of defects in the draft bid will not preclude rejection of the final bid, if undiscovered defects contained in the declared draft bid are later found in the final bid. Oral statements made by either party during confidential discussions shall not be binding.

30.NEGOTIATIONS

The State may elect to enter into negotiations pursuant to Public Contract Code §6611 if conditions exist. Should the State elect to negotiate, the process shall be described in writing and provided to the parties involved prior to commencement of negotiations.

31.PUBLIC BID READINGS

All bids received by the due date and time will be opened and read at a public bid reading. Bid readings will be conducted through Microsoft Teams. All participating Bidders and interested parties may attend by using the Microsoft Teams access information below:

Microsoft Teams Meeting Link:

<https://teams.microsoft.com/meet/247398273605774?p=Hl4iNVkk90rz6y5Gg1>

Call in: +1 916-409-6039,,645719225#

Conference ID: 645 719 225#

The bid opening will begin at **the time and date indication in Section 2, Key Action Dates**. Participants are encouraged to call in on time to be admitted.

32.STATE FINANCIAL MARKETPLACE

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 purchase (using GS \$Mart), or operating lease (using Lease \$Mart) through the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is done through the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected Lender/Lessor will pay the Contractor on behalf of the State for all product listed on the State's procurement document.

33.INVOICING REQUIREMENTS

Invoices shall be submitted to the ordering agency within seven (7) calendar days from date of delivery. The Contractor's invoice must include, at a minimum:

- Contractor's name, address, and telephone number
- Contract Number

- Purchase Order Number
- Line-Item Number
- Quantity purchased
- Contract Unit Price and Extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

The State's obligation to make payment pursuant to the contract is subject to availability of appropriated funds. Receipt of a FI\$Cal Purchase Order under this contract is proof of encumbered funds for that order.

34. ATTACHMENTS

The following list identifies the applicable Attachments for this solicitation:

- Attachment 1 - Agreement Cover Letter
- Attachment 2 – Technical Requirements/Statement of Work
- Attachment 3 – Cost Worksheet
- Attachment 4 – Bidder's Checklist
- Attachment 5 – Descriptive Literature
- Attachment 6 – Authorized Reseller (if applicable)
- Attachment 7 – Reference Letter(s)
- Attachment 8 -- Administrative Requirements and Product Support
- See also all links identified in Section 24 Bid response List

End of Document