

Gavin Newsom
Governor

Caroline Thomas Jacobs
Director



**INVITATION FOR BID
Notice to Prospective Bidders
IFB A261017059**

UNINTERRUPTED POWER SUPPLY MAINTENANCE AND REPAIR SERVICES

You are invited to review and respond to the California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES, **Invitation for Bid (IFB) A261017059**, titled **Uninterrupted Power Supply Maintenance and Repair Services**. In submitting your bid, you must comply with these instructions found herein.

Note that all agreements entered into with Cal OES will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at the Internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

Bidders are encouraged to carefully read the entire solicitation. The need to verify all documentation and responses prior to the submission of bids is the responsibility of the bidder and cannot be overemphasized. Please ensure insurance requirements and, if applicable, prevailing wages are considered in your bid amounts.

It is the opinion of Cal OES that this IFB is complete and without need of explanation. However, if you have questions, or need any clarifying information, the contact person for this IFB is:

Ines Silva

California Governor's Office of Emergency Services
Purchasing Division, Contracts Unit
contractsunit@caloes.ca.gov

Please submit questions, including requests for hard copies of IFB documents, to the email address listed above referencing the IFB number in the subject line of the email. Note that no verbal information given will be binding upon the State unless such information is issues

in writing as an official addendum. Questions via phone calls or in person are not accepted.

Any attempt by a bidder to initiate contact with any member of Cal OES staff, other than the Cal OES Contract Analyst, regarding this IFB may disqualify the Bidder from further consideration.

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A. PURPOSE AND DESCRIPTION OF SERVICES

Cal OES is seeking qualified Contractors to provide **Uninterrupted Power Supply Maintenance and Repair Services**. The contractor is responsible for meeting all of the required licenses and certifications required to perform the scope of services set forth in this solicitation.

B. BIDDER MANDATORY QUALIFICATIONS

Bidder qualifications and licensing requirements, if any, are referenced in Exhibit A, Statement of Work.

C. BIDDER MINIMUM QUALIFICATIONS

Contractor must certify, by signing the Bid/Bidder Certification Sheet, Attachment 2 that they are in possession of the following qualification requirements:

The Contractor shall have a minimum of

- a) Five (5) consecutive years of corporate or industrial experience servicing commercial 3-phase Uninterruptible Power Supply (UPS) systems and high-capacity battery cabinets in mission-critical or data center environments, including but not limited to computer server rooms and rooms with raised floors.
- b) All contractor employed personnel working on UPS equipment must be trained on the standard processes and procedures of UPS testing and maintenance, have experience working inside controlled environments, and working with Electronic Data Processing equipment. Documents showing proof of training for assigned staff are required.

D. SUBCONTRACTING PROVISIONS

Subcontracting Provisions, if allowable, are referenced in Exhibit A, Statement of Work.

E. BID REQUIREMENT INFORMATION**1. KEY ACTION DATES**

The following dates are set forth for informational and planning purposes only and are subject to change:

ACTION	DATE AND TIME
IFB Available to Prospective Bidders	July 24, 2026
Mandatory Bidder's Walkthrough	August 11, 2026, 10:00 AM (PST) Location: 601 Sequoia Pacific Blvd., Sacramento, CA 95811 Tara Springer (916)825-0014 Tara.springer@caloes.ca.gov
Deadline to Submit Questions	August 12, 2026
Deadline for Responses to Questions	August 14, 2026
Final Date for Submission of Bid	August 18, 2026 10:00 AM (PST)
Bid Opening	August 19, 2026 11:00 AM (PST)
Proposed Award Date	August 24, 2026
Term Start Date	September 1, 2026 or upon approval by Department of General Services, whichever is later
Term End Date of Agreement	August 31, 2029

2. BIDDER'S CONFERENCE/WALKTHROUGH

- a) A **Mandatory** Bidder's conference/walkthrough is scheduled at the date and time shown in the above table, for the purpose of **Uninterrupted Power Supply Maintenance and Repair Services**. Please check in at time of arrival.
- b) In the event a potential prime contractor is unable to attend a mandatory Bidder's conference/walkthrough, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at a mandatory Bidder's conference/walkthrough. No bid will be accepted unless the Bidder or his authorized representative will be in attendance at a mandatory conference/walkthrough.

- c) For Bidders who need assistance due to a physical impairment, a reasonable accommodation will be provided by Cal OES, upon request. The Bidder must email contractsunit@caloes.ca.gov at least forty-eight (48) hours prior to the Bidder's conference/walkthrough in order that arrangements can be made in advance of arrival time.

3. WRITTEN QUESTIONS

Bidders are solely responsible for understanding the scope of work and all requirements, terms, conditions, evaluation criteria, etc., before submitting a bid. If the language is unclear or ambiguous, it is the Bidder's responsibility to request clarification or assistance before submitting a bid. Bidders may submit questions via email to contractsunit@caloes.ca.gov referencing the IFB number in the subject line of the email. To ensure a response, questions must be received by the date given in Key Action Dates.

Question and Answer Sets will be provided to all Bidders without identifying the submitters and will be posted as an official document.

4. SUBMISSION OF BID

- a) All bids must be submitted electronically and received by Cal OES by the date and time shown in Key Action Dates.
- b) Bids must be delivered by emailing contractsunit@caloes.ca.gov by the bid submission deadline. It is up to the Bidder to ensure that electronic documents are viewable by Cal OES (provide in standard MS Office and/or Adobe formats for example).
- c) Bids must bear a signature, on all documents requiring a signature, of a person authorized to bind the bidding firm.
- d) It is the Bidder's responsibility for ensuring that the bid is received by the submission deadline. Any bid received after the scheduled closing time for the receipt of bids will not be considered.
- e) All bids shall include the documents identified in Attachment 1, Required Attachment Checklist. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- f) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.

- g) Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to Cal OES.
- h) An individual who is authorized to bind the bidder contractually shall sign Attachment 2, Bid/Bidder Certification Sheet. The signature shall indicate the title or position that the individual holds in the firm. An unsigned bid will be rejected.
- i) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- j) A bidder may withdraw its bid by submitting a written withdrawal request to Cal OES, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- k) Cal OES may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- l) Where applicable, the bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- m) No oral understanding or agreement shall be binding on either party.
- n) Introduction letters, expensive bindings, colored displays, promotional materials, etc., should not be included in the bid submission. Emphasis should be concentrated on conformance to the IFB instructions, responsiveness to the IFB requirements and completeness and clarity of content.

5. REJECTION OF BID SUBMISSIONS

- a) A bid submission not received by the date and time specified in Key Action Dates will be rejected.
- b) The bid submission must not contain false or misleading statements or provide references which do not support an attribute, condition, or capability claimed by the Bidder. If, in the opinion of Cal OES, such information was intended to mislead Cal OES 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 submission.
- c) Deviations in the bid submission, whether or not intentional, may cause the bid submission to be deemed "non-responsive" and as such, will not be considered for award.
- d) Unless previously approved by the State through the written questions process identified in Section 3, any material submitted by any Bidder in the final bid submission that is marked "CONFIDENTIAL" or "PROPRIETARY" may cause the entire bid submission to be deemed non-responsive and thereby rejected.
- e) Cal OES does not accept alternate contract language from a prospective Contractor. A bid with such language will be considered a counter proposal and will be rejected. Additionally, the General Terms and Conditions (GTC 02/2025) for the State of California are standard contract terms and are not negotiable.
- f) Cal OES is not required to award a contract. Cal OES reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received and to accept all or any portion of a bid, if deemed in the best interest of the State and not contrary to law. Cal OES' waiver of any immaterial deviation or defect will in no way modify the IFB documents or excuse the bidder from full compliance with the IFB specification, if awarded the contract.
- g) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind.

6. EVALUATION AND SELECTION

- a) The bid opening will be held via conference call. To receive conference call dial-in instructions contact contractsunit@caloes.ca.gov prior to opening date and time.

- 1) During the bid opening, Cal OES will read aloud and record the Bidder's Name and their Grand Total Combined Amount from the Attachment 9, Cost Sheet.
- b) The Cal OES Contract Analyst will further verify and evaluate the bid submissions as described in the IFB to determine lowest responsive responsible bidder. The further review may include, but is not limited to:
 - 1) Validation of References;
 - 2) Cost Sheet calculations have been verified;
 - 3) Small Business (SB) Preferences have been evaluated, confirmed and calculated;
 - 4) DVBE Participation Incentives have been evaluated, confirmed and calculated;
 - 5) Largest tax delinquents eligibility confirmed;
 - 6) Corporate standing has been verified with State of California, Secretary of State; and
 - 7) Commercially Useful Function (CUF) analysis
 - 8) Verification of required documents
- c) During further review, if any of the required documents are missing, incomplete, modified or contain alterations, the evaluation committee may reject the bid submission as non-responsive.
- d) The documents provided by the Contractor in their bid submission enable Cal OES to evaluate for responsiveness. Cal OES reserves the right to ask clarifying questions during evaluation.
- e) Cal OES will determine the validity of references and signatory authority of winning bidder prior to awarding contract or posting Notice of Intent to Award.
- f) Nothing in this section will require the awarding of the contract if no bids are received offering a contract price that, in the opinion of Cal OES, is a reasonable price.

7. AWARD AND PROTEST

- a) Contract award, if made, will be awarded to the Bidder whose bid has the lowest responsive responsible submission.

- b) In the event of a tie, representatives of Cal OES will flip a coin to determine the winning bidder. The coin flip will be witnessed and documented by two (2) or more Cal OES employees.
- c) Whenever an Agreement is awarded under a procedure which provides for competitive bidding, but the Agreement is not to be awarded to the low bidder, the low bidder shall be notified by email five (5) working days prior to the award of the Agreement.
- d) Upon written request by any bidder, notice of the proposed award for this solicitation shall be posted online on the Cal eProcure webpage at least five (5) working days prior to awarding the Agreement.
- e) If any bidder, prior to the award of Agreement, files a protest with the Department of General Services (DGS), Office of Legal Services, and Cal OES on the grounds that the (protesting) bidder is the lowest responsible bidder, the Agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter (Public Contract Code §10345).
- f) Within five (5) days after filing the initial protest, the protesting bidder shall file with DGS and OES a detailed written statement specifying the grounds for the protest. The written protest must be sent to the

Department of General Services
Office of Legal Services
Attention: Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Bid Protest Coordinator Email address: OLSProtests@dgs.ca.gov

A copy of the detailed written protest should be mailed to OES, Contracts Manager, 3650 Schriever Avenue, Mather, CA 95655 or emailed to ContractsUnit@Caloes.ca.gov

It is suggested that any protest be sent certified or registered mail.

8. DISPOSITION OF BIDS

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California and will be regarded as public records under the California Public Records Act (Gov. Code § 7920.000 et seq.) and subject to review by the public.

9. PERFORMANCE OF SERVICE

- a) Upon award of the contract, the winning Bidder must provide a Certificate of Insurance (COI) within ten (10) working days from award of contract. This COI will identify the required insurance as indicated in the attached Sample Standard Agreement (STD 213), Exhibit D, Additional Provisions.
- b) Upon award of the contract, the winning Bidder agrees to execute the contract on the State's Standard Agreement (STD 213), including all Exhibits (Attachment 9, Sample Agreement). The Agreement must be signed by an individual authorized to bind the bidder contractually.

10. AGREEMENT EXECUTION AND PERFORMANCE

- a) Performance shall start not later than ten (10) days after approval of the Contract, or on the express date set by Cal OES and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, Cal OES, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b) All performance under the Agreement shall be completed on or before the termination date of the Agreement.

11. TAX DELINQUENT STATUS VERIFICATION

- a) Effective July 1, 2012, Public Contract Code section 10295.4, requires state agencies to verify the tax delinquent status of bidders responding to state solicitations.
- b) At the time of bid evaluation, prior to contract award and execution, the State will verify all bidders and any identified subcontractors of bidders are not listed as tax delinquent by the Franchise Tax Board and the California Department of Tax and Fee Administration. Any bidders or subcontractors listed as tax delinquent shall result in a bid rejection and will not be considered for contract award. Bidders wanting further clarification can refer to the statute above or to the websites listed below for additional information:

California Department of Tax and Fee Administration – Top 500 Sales Tax and Use Delinquencies in California

<https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

Franchise Tax Board – Top Delinquent Tax Payers

<https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/corporate-income-tax-list.html>

F. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) DISCLOSURE NOTIFICATION

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

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

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

Upon notification by a Bidder of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids 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.

G. PREFERENCE AND INCENTIVE PROGRAMS

Preference and Incentive Programs are each identified below. When the Bidder satisfies the requirements and requests bid preferences and incentives, the

Bidder must clearly identify in their bid submission which of the programs it qualifies for. Denial of those preference or incentive requests is not a basis for rejection of the bid.

1. SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

California Government Code (GC) section 14835, et seq., requires a preference be given to Bidders who are California Certified Small Business (SB). The rules and regulations of this law, including the definition of a SB for the delivery of goods and services, are contained in California Code of Regulations, title 2, section 1896 et seq.

- a) A 5% preference, (not to exceed \$50,000) is available to a certified SB. A Bidder claiming this preference must be certified by the Office of Small Business and Disabled Veteran Enterprise Services (OSDS) as a SB. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

To be considered as a certified SB, the Bidder must have a complete application package on file with the OSDS by 5:00 p.m. on the Deadline for IFB Submission. Questions regarding the certification approval process should be directed to the OSDS. A copy of the regulations, instructions and format for claiming the Small Business Preference is available at:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

To claim the Small Business Preference please see Attachment 6, Bidder Declaration (GSPD-05-105).

- b) Non-Small Business Subcontractor Preference (if subcontracting is allowable in Exhibit A, Statement of Work):

A 5% preference, (not to exceed \$50,000) is available to a non-small business (NS) claiming 25% California-certified small business subcontractor participation. A Bidder claiming this preference must list one or more SB subcontractor(s), whom the Bidder commits to subcontract in an amount of at least twenty-five percent (25%) of the work performed under this contract.

To claim the Small Business Preference please see Attachment 6, Bidder Declaration (GSPD-05-105).

NOTE: Pursuant to GC section 14837, only a SB who performs a Commercially Useful Function (CUF) relevant to the Statement of Work included in this IFB shall qualify the Bidder or be used to qualify the Bidder for the SB Preference or Non-Small (NS) Business Subcontractor Preference. A certification signed under penalty perjury that the work performed by SB subcontractors serves a CUF is required from the bidder.

COMMERCIALLY USEFUL FUNCTION DEFINITION

As defined in MVC §999(B), a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following:

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

A contractor, subcontractor, or supplier will not be considered to perform a "commercially useful function" if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB or DVBE participation.

2. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

It is the intent of the California Legislature that every State procurement authority honor California's disabled veterans by taking all practical actions necessary to meet or exceed the Disabled Veteran Business Enterprise participation goal of a minimum of three percent (3%) of total contract value. The Disabled Veteran Business Enterprise (DVBE) Certification and Outreach Branch program was created for this purpose. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established

in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.61 et seq.

a) DVBE PARTICIPATION REQUIREMENT

For the purposes of this solicitation, the DVBE Participation Requirement has been waived, however the DVBE Incentive still applies.

b) DVBE PARTICIPATION REQUIREMENTS INSTRUCTIONS

These instructions contain information about the DVBE program requirements, bidder responsibilities, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions.

To meet the DVBE program requirements, bidders must complete and fully document compliance with the following:

PARTICIPATION COMMITMENT

Bidders must commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting all forms and documentation necessary to support meeting CUF. Forms include the Bidder Declaration (DGS PD-05105) and (DGS PD 843) DVBE Declarations, Attachment X, the Confirmation Letter/Form and Certification of CUF Compliance (MVC 999.10(a)(3)) as described below, and any other requested documentation. Failure to complete and submit the required form(s) as instructed will render the bid non-responsive.

METHOD A1. CERTIFIED DVBE BIDDER:

- 1) Commit to perform the participation goal percentage of the contract bid amount with its own resources or in combination with another DVBE(s).
- 2) Document DVBE participation on the Bidder Declaration DGS PD-05-105 for the Prime and all subcontractors (any person, firm, corporation that will participate in fulfilling any part of the contract.).

- 3) Submit a signed certification under penalty of perjury that the work performed by each DVBE subcontractor listed on the contract is CUF compliant.
- 4) Submit a written Confirmation Letter/Form from each DVBE subcontractor identified on the Bidder Declaration. The written confirmation must include the solicitation number and be signed by the Bidder and the DVBE subcontractor(s). The written confirmation shall include, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE. Failure to submit signed confirmations with the bid may render the bid non-responsive. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.
- 5) DGS PD 843 DVBE Declarations form for all DVBE participants (prime or sub).

METHOD A2. NON-DVBE BIDDER:

- 1) Commit to using DVBE(s) to perform the participation goal percentage of the contract bid amount.
- 2) Document DVBE participation on the Bidder Declaration DGS PD-05-105.
- 3) Submit a signed certification under penalty of perjury that the work performed by each DVBE subcontractor listed on the contract is CUF compliant.
- 4) Submit a written Confirmation Letter/form from each DVBE subcontractor identified on the Bidder Declaration. The written confirmation must include the solicitation number and be signed by the Bidder and the DVBE subcontractor(s). The written confirmation shall include, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE. Failure to submit signed confirmations with the bid may render the bid non-responsive. If further verification is necessary, the State will obtain

additional information to verify compliance with the above requirements.

- 5) DGS PD 843 DVBE Declarations form for all DVBE participants (prime or sub).

c) DVBE SUBSTITUTION

Bidders must use the DVBE subcontractors or suppliers proposed in the bid. Any substitutions must be requested in writing to the awarding department and approved by both the awarding department and OSDS in writing prior to the commencement of any work by the proposed DVBE. The substitution must be to perform the same work and shall maintain the minimum level of DVBE participation stated in original bid. (MVC §999.5.g)

d) DVBE SUBCONTRACTOR REPORTING

Bidders awarded a contract with a commitment to use DVBE subcontractors must certify, upon completion of contract that all payments have been made to the DVBE subcontractors by submitting the Prime Contractor's DVBE Subcontracting Report (STD 817). Cal OES will withhold \$10,000 from the final payment, or the full payment if the final payment is less than \$10,000 from prime contractors, until the complete and accurate STD 817 is received. Failure to submit this certification after given the opportunity to cure, will result in Cal OES permanently deducting \$10,000 from the final payment or the full payment if less than \$10,000. (MVC §999.7)

e) DVBE INCENTIVE

Pursuant to Military and Veterans Code Section 999.5, subdivision (a), an incentive will be given to a Bidder who provides DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration DGS PD-05-105, and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. The following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	Incentive Amount
5% or Over	5%
4% to 4.99% Inclusive	4%
3% to 3.99% Inclusive	3%
2% to 2.99% Inclusive	2%
1% to 1.99% Inclusive	1%

A Bidder is eligible to receive this additional DVBE incentive if they are a certified DVBE or if a non DVBE Bidder commits to use a certified DVBE(s) as subcontractor(s) (if subcontracting is allowable in Exhibit A, Statement of Work).

The net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the number 1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses.

1) Certified DVBE Bidder incentive considerations:

- i. Commit to performing **1 %** or more of the contract bid value with the prime bidders' firm or in combination with another DVBE(s)
- ii. Document DVBE participation on the Bidder Declaration GSPD-05-105, Attachment 6.
- iii. Submit a completed Disabled Veteran Business Enterprise Declarations form, DGS PD 843, (Attachment 7) signed by the DVBE owner/manager.

2) Non-DVBE Bidder incentive considerations:

- i. Commit to using certified DVBE(s) for **1%** or more of the bid value.
- ii. Document DVBE participation on the Bidder Declaration GSPD-05-105, Attachment 6.
- iii. Submit a completed Disabled Veteran Business Enterprise Declarations form, DGS PD 843, (Attachment 7) signed by the DVBE owner/manager for each certified DVBE subcontractor.

3) Locating DVBE Subcontractors

- i. State Resources: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at: www.caleprocure.ca.gov

To begin your search, click on "Small Business/Disabled Veteran Business Enterprise," then click "Search for Certified SB/DVBE Firms." Search by "Keywords" or "UNSPSC Classifications" that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.caleprocure.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDSHelp@dgs.ca.gov

H. REQUIRED ATTACHMENTS

1. Required Attachment Checklist
2. Bid/Bidder Certification Sheet
3. Contractor Certification Clauses
4. Darfur Contracting Act Certification
5. Payee Data Record, STD 204 & STD 205
6. Bidder Declaration Sheet, GSPD-05-105
7. DVBE Declarations, DGS PD 843 (if applicable)
8. Certification of CUF compliance for subcontractors (if applicable)
9. Cost Sheet
10. Sample Agreement (reference only)

ATTACHMENT 1 - REQUIRED ATTACHMENT CHECKLIST

A complete bid or bid package will consist of the items identified below. Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to Cal OES. For your bid to be responsive, all required attachments must be returned.

Company Name: _____

ATTACHMENT		REQUIRED	ATTACHMENT NAME
☐	Attachment 1	YES	Required Attachment Checklist
☐	Attachment 2	YES	Bid/Bidder Certification Sheet
☐	Attachment 3	YES	Contractor Certification Clauses
☐	Attachment 4	YES	Darfur Contracting Act Certification
☐	Attachment 5	YES	Payee Data Record, STD 204 & STD 205
☐	Attachment 6	YES	Bidder Declaration Sheet, GSPD-05-105
☐	Attachment 7	YES (if applicable)	DVBE Declarations, DGS PD 843
☐	Attachment 8	YES (if applicable)	Certification of CUF compliance for subcontractors
☐	Attachment 9	YES	Cost Sheet
☐	Attachment 10	NO	Sample Agreement

ATTACHMENT 2 - BID/BIDDER CERTIFICATION SHEET

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The bid must be transmitted via email in accordance with IFB instructions.

- A. Our all-inclusive bid is submitted as detailed in Attachment 9, Cost Sheet.**
- B. All required attachments are included with this certification sheet.**
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.**

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. Sole Proprietorship	5. Partnership	6. Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and DVBE Certification (OSDC) as: a. California Small Business ☐ Yes ☐ No If yes, enter your service code below: _____ b. Disabled Veteran Business Enterprise ☐ Yes ☐ No If yes, enter certification number: _____ NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ". Date application was submitted to OSDC, if an application is pending: _____		

Completion Instructions for Bid/Bidder Certification Sheet

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

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

ATTACHMENT 3 - CONTRACTOR CERTIFICATION CLAUSES

A Bidder must complete the Contractor Certification Clauses located at the following internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

ATTACHMENT 4 - DARFUR CONTRACTING ACT CERTIFICATION

A Bidder must complete the Darfur Contracting Act Certification located at the following internet site:

https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf

ATTACHMENT 5 - PAYEE DATA RECORD, STD 204 & STD 205

A Bidder must complete the Payee Data Record and the Supplement form (as needed), located at the following internet sites:

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>

ATTACHMENT 6 - BIDDER DECLARATION SHEET, GSPD-05-105

A Bidder must complete the Bidder Declaration, located at the following internet site:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

When completing the declaration, if subcontracting is allowable in Exhibit A, Statement of Work, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution, and it is incorporated by amendment to the contract.

ATTACHMENT 7 - DVBE DECLARATIONS, DGS PD 843

A Bidder must complete the Disabled Veteran Business Enterprise Declarations (DGS PD 843), located at the following internet site (if applicable):

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

ATTACHMENT 8 - CERTIFICATION OF CUF COMPLIANCE FOR SUBCONTRACTORS

A Bidder must submit a signed statement under penalty of perjury that the work performed by subcontractors is CUF compliant.

ATTACHMENT 9 - COST SHEET

Refer to Exhibit B-1 in Sample Agreement.

ATTACHMENT 10 - SAMPLE AGREEMENT

Note to Bidders: The following pages represent a sample of the Agreement that will be awarded, if any, from this IFB. Please review it carefully and present any questions in writing to the contact identified for this IFB.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

A261017059

PURCHASING AUTHORITY NUMBER (If Applicable)

GOES-0690

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

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

September 1, 2026 or upon approval, whichever is later

THROUGH END DATE

August 31, 2028

3. The maximum amount of this Agreement is:

\$TBD

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	11
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B-1	Cost Sheet	9
Exhibit C *	General Terms and Conditions (GTC 02/2025)	1
Exhibit D	Additional Provisions	4

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTING AGENCY ADDRESS

10391 Peter A McCuen Blvd.

CITY

Mather

STATE

CA

ZIP

95655

PRINTED NAME OF PERSON SIGNING

Mary Rucker

TITLE

Assistant Director, Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
STATEMENT OF WORK (SOW)

UNINTERRUPTED POWER SUPPLY (UPS) MAINTENANCE AND REPAIR SERVICES**1. OBJECTIVE**

The California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES" requires services for the Mitsubishi Uninterrupted Power Supply (UPS) systems, located at Cal OES, 601 and 630 Sequoia Pacific Blvd., Sacramento, CA 95811. Contractor TBD, hereinafter referred to as "Contractor", is to provide all labor, materials, staff, transportation, equipment, and every other item of expense necessary to perform quarterly and annual preventative maintenance (PM) and on-site service repairs on the UPS systems.

2. TERM/PERIOD OF PERFORMANCE

- A. The period of performance for the Agreement shall be September 1, 2026, or upon approval by the Department of General Services, whichever is later, through August 31, 2029.
- B. The Contractor shall not be authorized to deliver or commence the performance of services as described in this SOW until the Agreement has been fully executed. Any delivery or performance of service that is commenced prior to the execution of the Agreement shall be considered voluntary on the part of the Contractor and non-compensable.
- C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, Cal OES and the Contractor may execute written amendments to alter the method, price, or schedule of the work, subject to the limitations set forth by California Public Contract Code, section 100 et seq, and the California State Contracting Manual.

3. BUDGETED AMOUNT

The initial award of this Agreement shall not exceed \$TBD and there is no obligation on Cal OES' part to utilize the entire amount. Any increases in the budgeted amount will be at the rates evaluated and considered herein.

4. QUALIFICATIONS

Minimum Qualifications

- A. The Contractor must have a minimum of five (5) consecutive years of corporate or industrial experience servicing commercial 3-phase Uninterruptible Power Supply

(UPS) systems and high-capacity battery cabinets in mission-critical or data center environments, including but not limited to computer server rooms and rooms with raised floors.

- B. All Contractor employed personnel working on UPS equipment must be trained on the standard processes and procedures of UPS testing and maintenance, have experience working inside controlled environments, and working with Electronic Data Processing equipment. Documents showing proof of training for assigned staff are required.

Mandatory Qualifications

- A. The Contractor must possess and maintain a valid, active C-10 (Electrical) Contractor License issued by the California Contractors State License Board (CSLB) for the entirety of the contract term. Upon contract award, Contractor must submit a copy to Cal OES.
- B. The Contractor must provide, upon contract award, documented proof that all technicians assigned to this facility are factory-trained and authorized by Mitsubishi Electric to perform maintenance, diagnostics, and repairs on the specific UPS units listed in the contract (e.g., Mitsubishi 2033C Series).
- C. The Contractor must provide, upon contract award, documentation showing that all assigned personnel have current certifications and training in NFPA 70E (Standard for Electrical Safety in the Workplace) for arc flash protection and high-voltage hazards, as well as Lockout/Tagout (LOTO) procedures.
- D. The Contractor must certify that they maintain a primary business office or dispatch location with sufficient staffing to consistently meet the four (4) hour maximum on-site emergency response time requirement for the Sacramento facility.

5. PROJECT TASKS AND DELIVERABLES

The Contractor must perform project tasks and/or deliverables including, but not limited to, the following:

The following list is the required equipment and required services to be performed:

- A. UPS Unit (1) - Mitsubishi 2033C Series - Model #UP2033C, Serial #06-7M71647-03 - 601 Sequoia Pacific Blvd., Sacramento, CA 95811 – Raised Floor Emergency Server Room
 - i. Four (4) Quarterly Preventative Maintenance Services.
 - ii. Two (2) Semi-Annual Preventative Maintenance Service.
 - iii. One (1) Annual Service.

- B. Battery Cabinet (2) - Model #1MC2-30TC120S-360-H125-UL - Serial #129688 - 601 Sequoia Pacific Blvd., Sacramento, CA 95811 – Raised Floor Emergency Server Room
 - i. One (1) Annual Service.
- C. Batteries (24) - Data Safe - Model #12HX400-FR - 601 Sequoia Pacific Blvd., Sacramento, CA 95811 – Raised Floor Emergency Server Room
 - ii. Four (4) Quarterly Battery Systems Preventative Maintenance Services.
 - iii. One (1) Annual Battery Systems Service.
- D. UPS Unit (1) - Mitsubishi 2033C Series - Model #20KVA:UPS:#M23C-021424B00C, Serial #35-EM2RQ1-02 - 630 Sequoia Pacific Blvd., Sacramento, CA 95811 – Electrical Room Behind Server/Equipment Room 108
 - i. Four (4) Quarterly Preventative Maintenance Services.
 - ii. Two (2) Semi-Annual Preventative Maintenance Service.
 - iii. One (1) Annual Service.
- E. Battery Cabinets (2) – Mitsubishi – Model #BC14-150-5 - 630 Sequoia Pacific Blvd., Sacramento, CA 95811 – Electrical Room Behind Server/Equipment Room 108
 - i. One (1) Annual Service.
- F. Batteries (24) – Power Safe SBS – 630 Sequoia Pacific Blvd., Sacramento, CA 95811 – Electrical Room Behind Server/Equipment Room 108
 - i. Four (4) Quarterly Battery Systems Preventative Maintenance Services.
 - ii. One (1) Annual Battery Systems Service.
- G. Quarterly UPS Unit Preventative Maintenance Services are to include, but are not limited to, the following:
 - i. All parts, labor, component upgrades, and travel expenses.
 - ii. All reports written in “plain” English for non-technical personnel to understand. Detailed written inspection reports must be provided to the Cal OES Contract Manager within five (5) to ten (10) business days following the completion of any preventative maintenance or emergency repair service.
 - iii. Thirty (30) minute “Return Call Back Time” from initial Cal OES contact.
 - iv. On-site service shall be no later than four (4) hours from the initial call, and the problem remedied within twenty-four (24) hours, or sooner, from immediate

repair service needs. The Contractor will have badge access for emergency service calls. The Contractor, or their designees, will be able to obtain the badge at the headquarters front security desk.

- v. Access to Factory Technical Support during normal business hours (Monday – Friday, 8:00 AM – 4:00 PM, PST).
- vi. Call Management, including a record of all reported site events and calls.
- vii. Labor for incidental battery replacement.
- viii. Perform battery thermal imaging to identify resistance and bad connections or bad batteries.
- ix. Provide any replacement batteries, as needed.
- x. Provide proactive DC Cap replacement, as needed.
- xi. All Preventative Maintenance (Quarterly, Semi-Annual, and Annual) that requires transferring the UPS to bypass mode must be scheduled in advance and performed during Cal OES approved after-hours maintenance windows to minimize risk to critical operations.
- xii. Contractor must adhere to all Cal/OSHA safety standards, including Lockout/Tagout (LOTO) procedures and appropriate Arc Flash Personal Protective Equipment (PPE). Contractor must be equipped with appropriate battery acid spill containment kits while performing any battery replacement or maintenance.

H. Semi-Annual UPS Unit Preventative Maintenance Services are to include, but are not limited to, the following:

- i. Semi- Annual Preventative Maintenance Service is to include all items listed in the Quarterly UPS Unit Preventative Maintenance Services as well as the following:
 - i. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report on all high-temperature areas.
 - ii. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables, and major components.
 - iii. Check all air filters for cleanliness, replacing them as needed.
 - iv. Check module(s) completely for the following, if applicable:
 - a) Rectifier and inverter snubber boards for discoloration.

- b) Power capacitors for swelling and/or leaking oil.
- c) Direct Current (DC) capacitor vent caps that have extruded more than one-eighth (1/8) inch.
- d) Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
- e) Measure and record harmonic trap filter currents.

I. Annual UPS Unit Services are to include, but are not limited to, the following:

- i. Annual Service is to include all items listed in the Quarterly UPS Unit Preventative Maintenance Services, the Semi-Annual UPS Unit Preventative Maintenance Services, as well as the following:
 - a) Check the inverter and rectifier snubbers for burned and/or broken wires.
 - b) Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
 - c) Check fuses on the DC Capacitor Desk for continuity, if applicable.
 - d) With Cal OES' approval, perform operational testing of the system, including unit transfer and battery discharge.
 - e) Calibrate and record all low-voltage power supply levels.
 - f) Install and perform Engineering Field Change Notices (FCN), as necessary.
 - g) Measure and record all low-voltage power supply levels.
 - h) Measure and record phase-to-phase input voltage and currents.
 - i) Review system performance with Cal OES to address any questions and to schedule any repairs.
 - j) Check, recommend, and install all applicable factory firmware, microcode, and software updates for the UPS network management cards and control boards.
 - k) Provide a full Load Bank Test during the Annual Preventative Maintenance to verify battery capacity and system integrity under full load conditions. Contractor to provide all necessary load bank equipment, cables, and labor.
 - l) Battery System Maintenance includes the following (at no additional charge to Cal OES):

- 1) All battery strings are to be replaced once during the initial two (2) year period of the agreement.
- 2) Parts and battery jar replacements, as required, up to ten percent (10%) of each battery string per year.
- 3) Battery recycling, as required, with documentation meeting Environmental Protection Agency (EPA) requirements. Contractor must provide Cal OES with a formal Certificate of Recycling/Destruction within thirty (30) days of removing any spent batteries from the facility.
- 4) Refurbishment of cell connections, as deemed necessary by the detailed inspection report, is due within five (5) days of the scheduled work activity.
- 5) Visual inspections after deep discharges, when notified by Cal OES, to measure and record one hundred percent (100%) connection resistances and make a visual inspection of connections and check for signs of overheated connectors.
- 6) All replaced batteries are to meet, or exceed, the load rating and capacity of the existing batteries.

J. Battery Systems Preventative Maintenance is to include, but is not limited to, the following:

- i. Quarterly Battery Systems Preventative Maintenance Services:
- iii. Inspect the appearance and cleanliness of the batteries and the battery rooms.
- iv. Clean normal cell-top dirt accumulation (off-line only).
- v. Measure and record the total battery float voltage and charging current.
 - a) Visually inspect the battery jars and covers for cracks and/or leakage.
 - b) Visually inspect for evidence of corrosion.
 - c) Measure and record the ambient temperature.
 - d) Verify the condition of the ventilation equipment.
 - e) Measure and record pilot cell voltage, specific gravity, and electrolyte temperature for flooded cells.

- f) Measure and record all internal impedance readings.
 - g) Provide detailed written reports noting any deficiencies and corrective action needed, taken, and/or planned.
- K. Annual Battery Systems Service to include the Quarterly Battery Systems Preventative Maintenance Services, as well as the following:
- i. Re-tighten all battery connections to the battery manufacturer's specifications.
 - ii. Measure and record all battery connection resistances in micro-ohms.
 - iii. Initial inspection must commence within sixty (60) days of the contract award date.

6. ACCEPTANCE OF SERVICES

Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. The approval process is outlined in the Performance Section of this SOW. Acceptance criteria shall consist of the following:

- A. The Contractor is responsible for obtaining approval from Cal OES Contract Manager before beginning any services.
- B. The Contractor shall meet all timelines and deliverable due dates as described herein.
- C. It shall be Cal OES' sole determination as to whether services have been successfully completed and are acceptable.
- D. The Contractor costs related to rework of unacceptable work products shall be costs of the Contractor and shall not be billed to Cal OES.

7. CONTRACTOR RESPONSIBILITIES

This serves as a notice under Executive Order N-6-22 that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the Executive Order and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

The Contractor shall provide all equipment and/or software necessary to perform the required duties outlined herein.

The Contractor shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.

If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall provide qualified and suitable substitute personnel.

The Contractor shall notify Cal OES, in writing, of any changes to the personnel assigned to the tasks. The substitute personnel shall meet all requirements and must be approved in advance of any performance under the Agreement by Cal OES via an approved Amendment.

8. CAL OES RESPONSIBILITIES

- A. Cal OES shall designate a person to whom all Contractor communication will be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
- B. Cal OES shall provide access to department staff and management, offices and operation areas, as required, to complete the tasks and activities defined under this Agreement.
- C. Cal OES shall provide a minimum of ten (10) business days for the timely review and approval of information and documentation provided by the Contractor to perform its obligations.

9. PERFORMANCE

Cal OES will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this SOW. Should the work performed, or the products produced by the Contractor fail to meet Cal OES' conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

Cal OES will notify the Contractor of such problems in writing within five (5) business days.

The Contractor must respond to Cal OES within five (5) business days after initial problem notification. The response shall include a corrective action plan and detailed explanation of how the Contractor plans to mitigate the issue.

- i. Failure by the Contractor to respond to Cal OES' initial problem notification within the required time limit may result in immediate termination of the

Contract. In the event of such termination, Cal OES shall pay all amounts due the Contractor for all work accepted prior to termination.

Cal OES will, within five (5) business days after receipt of the Contractor's corrective action plan, notify the Contractor in writing whether it accepts or rejects the plan.

- i. If Cal OES rejects the corrective action plan, the Contractor will submit a revised plan within three (3) business days. Failure by the Contractor to respond to Cal OES' notification may result in immediate termination of the Agreement.

Upon receipt of the revised corrective action plan, Cal OES will notify the Contractor in writing whether it accepts or rejects the revised plan within three (3) business days.

- i. Rejection of the revised corrective action plan will result in immediate termination of the Agreement.

In the event of Agreement termination, Cal OES shall pay all amounts due to the Contractor for all work accepted prior to termination.

10. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to Cal OES' attention. There may be instances where the severity of the problem(s) justifies escalated reporting. To this extent, the Contractor will determine the level of severity and notify the appropriate Cal OES personnel. Cal OES 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. The relevant Cal OES personnel include, but are not limited to, the following:

First level: TBD

Second level: TBD

Third level: TBD

11. TERMINATION OF AGREEMENT

Cal OES reserves the right to terminate this Agreement subject to thirty (30) days written notice to the Contractor. In the event of such termination, Cal OES shall pay all amounts due the Contractor for all services rendered and accepted prior to termination. Additional conditions for termination include, but are not limited to, the following:

- A. This Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of

the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on Cal OES' notification to the Contractor.

- B. This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or Cal OES' premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
- C. The Contractor may submit a written request to terminate this Agreement only if Cal OES should substantially fail to perform its responsibilities as provided herein.

12.SUBCONTRACTING PROVISIONS

- A. The Contractor will act as prime contractor under this Agreement. In addition to identifying all personnel proposed to work under this Agreement, the Contractor shall also identify its subcontractor affiliation, as applicable.
- B. Cal OES reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- C. All subcontractors must meet or exceed the qualifications for the project team personnel set forth in Exhibit A, Section 4, Qualifications.
- D. Nothing contained in this Agreement shall create any contractual relationship between Cal OES and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to Cal OES for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them.
- E. If a subcontractor is a California Certified Small Business and/or Disabled Veteran Business Enterprise, then those amounts paid to certified subcontractors shall be identified on the Contractor's invoice(s).
- F. The Contractor's obligation to pay its subcontractors is an independent obligation from Cal OES' obligation to make payments to the Contractor. As a result, Cal OES shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

13. AUTHORIZED REPRESENTATIVES

The authorized representatives during the term of this Agreement are identified in the tables below. Changes to the Authorized Representatives are allowed without contract amendment via written notice to the representatives identified below.

For service related inquiries:

The California Governor's Office of Emergency Services		Contractor	
NAME:	Contract Manager, TBD	NAME:	TBD
ADDRESS:		ADDRESS:	
PHONE:		PHONE:	
EMAIL:		EMAIL:	

For Agreement administrative inquiries:

The California Governor's Office of Emergency Services		Contractor	
NAME:	Ines Silva, Contract Analyst	NAME:	TBD
ADDRESS:	10391 Peter A McCuen Blvd Mather, CA 95655	ADDRESS:	
PHONE:	(916) 364-4659	PHONE:	
EMAIL:	Ines.silva@caloes.ca.gov	EMAIL:	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. It shall be Cal OES' sole determination as to whether a service has been successfully completed and is acceptable.
2. Invoices shall be submitted after services are rendered and shall include the following information:

Agreement No.

Contractor

Service

Itemized Cost

Invoice Date

Invoices shall be due and payable, and payment shall be made, only after Cal OES' Contract Manager's acceptance of services.

3. The Contractor's costs related to items such as travel and per diem shall be inclusive in the Cost Sheet, Exhibit B-1, and **will not be paid separately** as part of this Agreement.
4. Submit invoices to:

California Governor's Office of Emergency Services
Accounting Unit
APInvoices@caloes.ca.gov

5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, Cal OES shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Agreement with no liability occurring to Cal OES or offer an amendment to the Contractor to reflect the reduced amount.
7. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT B-1
COST SHEET

The Contractor shall provide all labor, materials, equipment, and every other item of expense, direct or indirect, necessary to complete the services in accordance with the specifications described in the Statement of Work, Exhibit A, at the rates specified below. Cal OES makes no guarantee, expressed or implied, on the actual amount of services/hours that shall be required for this Agreement, and reserves the right to omit portions or quantities of work, as may be deemed necessary. Payment for service performed under this Agreement shall be for actual expenditures incurred. The rates referenced below shall be binding for the term of the Agreement.

FY 2026 / 2027 Rates

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Quarterly Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 601 Sequoia Pacific Blvd. – Raised Floor Emergency Server Room Model #UP2033C Serial #06-7M71647-03	4	\$	\$
2	Semi-Annual Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 601 Sequoia Pacific Blvd. – Raised Floor Emergency Server Room Model #UP2033C Serial #06-7M71647-03	2	\$	\$
3	Annual Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 601 Sequoia Pacific Blvd. – Raised Floor Emergency Server Room Model #UP2033C Serial #06-7M71647-03	1	\$	\$
4	Annual Preventive Maintenance Service Battery Cabinets (2) – 601 Sequoia Pacific Blvd. - Raised Floor Emergency Server Room	1	\$	\$

	Model #1MC2-30TC120S-360-H125-UL Serial #129688			
5	Quarterly Preventive Maintenance Service Batteries (24) – Data Safe - 601 Sequoia Pacific Blvd. - Raised Floor Emergency Server Room Model #12HX400-FR	4	\$	\$
6	Annual Preventive Maintenance Service Batteries (24) – Data Safe - 601 Sequoia Pacific Blvd. - Raised Floor Emergency Server Room Model #12HX400-FR	1	\$	\$
7	Quarterly Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108 Model #20KVA:UPS:M23C-021424B00C Serial #35-EM2RQ1-02	4	\$	\$
8	Semi-Annual Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108 Model #20KVA:UPS:M23C-021424B00C Serial #35-EM2RQ1-02	2	\$	\$
9	Annual Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108 Model #20KVA:UPS:M23C-021424B00C Serial #35-EM2RQ1-02	1	\$	\$

10	Annual Preventive Maintenance Service Battery Cabinets (2) – Mitsubishi - 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108 Model #BC14-150-5	1	\$	\$
11	Quarterly Preventive Maintenance Service Batteries (24) – Power Safe SBS - 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108	4	\$	\$
12	Annual Preventive Maintenance Service Batteries (24) – Power Safe SBS - 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108	1	\$	\$
13	Overtime Labor Rate – non-business hours	50*	\$	\$
14	Emergency Services – Labor Rate	32*	\$	\$
FY 26/27 Total				\$

FY 2027 / 2028 Rates

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Quarterly Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 601 Sequoia Pacific Blvd. – Raised Floor Emergency Server Room Model #UP2033C Serial #06-7M71647-03	4	\$	\$
2	Semi-Annual Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 601 Sequoia Pacific Blvd. – Raised Floor Emergency Server Room Model #UP2033C Serial #06-7M71647-03	2	\$	\$
3	Annual Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 601 Sequoia Pacific Blvd. – Raised Floor Emergency Server Room Model #UP2033C Serial #06-7M71647-03	1	\$	\$
4	Annual Preventive Maintenance Service Battery Cabinets (2) – 601 Sequoia Pacific Blvd. - Raised Floor Emergency Server Room Model #1MC2-30TC120S-360-H125-UL Serial #129688	1	\$	\$
5	Quarterly Preventive Maintenance Service Batteries (24) – Data Safe - 601 Sequoia Pacific Blvd. - Raised Floor Emergency Server Room Model #12HX400-FR	4	\$	\$
6	Annual Preventive Maintenance Service	1	\$	\$

	Batteries (24) – Data Safe - 601 Sequoia Pacific Blvd. - Raised Floor Emergency Server Room Model #12HX400-FR			
7	Quarterly Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108 Model #20KVA:UPS:M23C-021424B00C Serial #35-EM2RQ1-02	4	\$	\$
8	Semi-Annual Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108 Model #20KVA:UPS:M23C-021424B00C Serial #35-EM2RQ1-02	2	\$	\$
9	Annual Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108 Model #20KVA:UPS:M23C-021424B00C Serial #35-EM2RQ1-02	1	\$	\$
10	Annual Preventive Maintenance Service Battery Cabinets (2) – Mitsubishi - 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108 Model #BC14-150-5	1	\$	\$
11	Quarterly Preventive Maintenance Service	4	\$	\$

	Batteries (24) – Power Safe SBS - 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108			
12	Annual Preventive Maintenance Service Batteries (24) – Power Safe SBS - 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108	1	\$	\$
13	Overtime Labor Rate – non-business hours	50*	\$	\$
14	Emergency Services – Labor Rate	32*	\$	\$
FY 27/28 Total				\$

FY 2028 / 2029 Rates (Option Year)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Quarterly Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 601 Sequoia Pacific Blvd. – Raised Floor Emergency Server Room Model #UP2033C Serial #06-7M71647-03	4	\$	\$
2	Semi-Annual Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 601 Sequoia Pacific Blvd. – Raised Floor Emergency Server Room Model #UP2033C Serial #06-7M71647-03	2	\$	\$
3	Annual Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 601 Sequoia Pacific Blvd. – Raised Floor Emergency Server Room Model #UP2033C Serial #06-7M71647-03	1	\$	\$
4	Annual Preventive Maintenance Service Battery Cabinets (2) – 601 Sequoia Pacific Blvd. - Raised Floor Emergency Server Room Model #1MC2-30TC120S-360-H125-UL Serial #129688	1	\$	\$
5	Quarterly Preventive Maintenance Service Batteries (24) – Data Safe - 601 Sequoia Pacific Blvd. - Raised Floor Emergency Server Room Model #12HX400-FR	4	\$	\$
6	Annual Preventive Maintenance Service	1	\$	\$

	Batteries (24) – Data Safe - 601 Sequoia Pacific Blvd. - Raised Floor Emergency Server Room Model #12HX400-FR			
7	Quarterly Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108 Model #20KVA:UPS:M23C-021424B00C Serial #35-EM2RQ1-02	4	\$	\$
8	Semi-Annual Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108 Model #20KVA:UPS:M23C-021424B00C Serial #35-EM2RQ1-02	2	\$	\$
9	Annual Preventive Maintenance Service UPS Unit (1) – Mitsubishi 2033C Series – 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108 Model #20KVA:UPS:M23C-021424B00C Serial #35-EM2RQ1-02	1	\$	\$
10	Annual Preventive Maintenance Service Battery Cabinets (2) – Mitsubishi - 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108 Model #BC14-150-5	1	\$	\$
11	Quarterly Preventive Maintenance Service	4	\$	\$

	Batteries (24) – Power Safe SBS - 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108			
12	Annual Preventive Maintenance Service Batteries (24) – Power Safe SBS - 630 Sequoia Pacific Blvd. – Electrical Room Behind Server/Equipment Room 108	1	\$	\$
13	Overtime Labor Rate – non-business hours	50*	\$	\$
14	Emergency Services – Labor Rate	32*	\$	\$
FY 28/29 Total				\$

***Grand Total (Basis for Award) FY 26/27 + FY 27/28 + (FY 28/29 Option Year)	\$
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Miscellaneous Parts**	Not to Exceed \$13,460.00
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* Estimated hours are for evaluation **only** and will be **removed** from the final contract

An additional Thirteen Thousand Four Hundred Sixty Dollars and Zero Cents (\$13,460.00) is included for miscellaneous parts. The expenditure of additional money for parts must have **prior approval from the Cal OES Contract Manager and be supported by itemized invoices.

***FY 28/29 (Option Year) is being evaluated and considered for the basis of the award. The awarded contract amount will be executed for the first two fiscal years (FY) of FY 26/27 and FY 27/28, with the option to amend for one (1) additional year for FY 28/29.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (GTCs) are hereby incorporated by reference and can be accessed by visiting the following links:

Non-IT Services General Terms and Conditions (02/2025):

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf>

EXHIBIT D
ADDITIONAL PROVISIONS

1. INSURANCE

The Contractor shall submit original Certificates of Insurance for all required Insurance and must show "occurrence" coverage when applicable. If a syndicate is used, the syndicate's name must be included.

All types of insurance must be issued by an insurer with a minimum Best Classification Rating of B + V, or equivalent as determined and deemed acceptable by the Department of General Services, Office of Risk and Insurance Management.

A. General Provisions Applying to All Policies

- i. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract and be no less than one (1) year or the remainder of the term of this Agreement, whichever is greater. The new certificate must show the name and address of the insurance company, the policy number, and the beginning and ending dates of the policy.
- ii. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within 5 business days before the effective date of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- iii. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- iv. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- v. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management – A or better and financial size category of VII or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- vi. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- vii. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- viii. Satisfying an SIR – All insurance policies required by this contract/permit must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- ix. Available Coverages/Limits – All coverage and limits available to the contractor shall also be available and applicable to the State.
- x. Subcontractors – In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

B. Insurance Requirements

- i. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. **The policy must include The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.**
- ii. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract/permit with the State. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State must be attached to the certificate.**
- iii. Automobile Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid

automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

- iv. Pollution Liability – Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site and during transportation as well as proper disposal of hazardous materials. Proof of Pollution during transportation shall be provided on an MCS-90 form, or its equivalent. Limits of not less than \$1,000,000 per incident, and annual aggregate amount of \$2,000,000 shall be provided. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**

The Contractor shall furnish a Certificate of Insurance. The Certificate of Insurance will provide the above listed liability coverages, and the Certificate Holder shall read:

California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655-4203

C. Other Required Insurance Provisions

Certificate of Insurance must also contain all of the following provisions:

- i. Statement requiring the Insurer to provide written notice to Cal OES thirty (30) calendar days prior to cancelling the Contractor's policy.
- ii. Statement that Cal OES, its officers, agents, servants and employees are included as additional insured on the policy, but only insofar as the services under this Agreement are concerned.
- iii. Statement that neither Cal OES, nor any of its agents, will be responsible for any premium or assessment on said policies.
- iv. In the event Contractor fails to keep the insurance coverage as herein prescribed in effect at all times during the term of this Agreement, Cal OES may, in addition to any other remedies it may have, terminate this Agreement effective the last day of insurance coverage.
- v. The Contractor shall email the certificate of insurance, **identifying the Agreement number**, to Cal OES at the following email address:

California Governor's Office of Emergency Services

TBD
UPS System & Batteries Maintenance
Agreement No. A261017059

ContractsUnit@caloes.ca.gov
Contract Number A261017059