

# CDT STP Invitation For Bid



Invitation For Bid (IFB)

IFB STP-SW-DLS-26

**PART 1 – BIDDER INSTRUCTIONS**

**FOR**

**DATA LOGGER SERVICES (DLS)**

**ADDENDUM #3**

~~December 18, 2025~~

**FEBRUARY 24, 2026**

Issued by:

**STATE OF CALIFORNIA**

**California Department of Technology**

Part 1 of the solicitation contains the Bidder and bidding instructions, bid form instructions, solution requirements and instructions, and all other instructional/compliance information that the Bidder must meet in order to be considered responsive to the solicitation.

Part 2 of the solicitation contains all forms a Bidder must complete and return with its bid, including the administrative forms, qualification forms, requirement responses, and all exhibits/attachments discussed in Part 1.

**Disclaimer: The original version and any subsequent solicitation addenda released by the Procurement Officer for this solicitation remain the official version. In the event of any**

**inconsistency between the Bidder's versions, articles, attachments, specifications, or provisions, the official State version of the solicitation in its entirety shall take precedence.**

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## **IFB**

# **PART 1 – BIDDER INSTRUCTIONS**

## 1. INTRODUCTION

This solicitation is being conducted under the authority of the California Department of Technology (CDT) pursuant to Public Contract Code (PCC) §6611. This statute authorizes the use of a competitive negotiation process when the State has identified its business need or the purpose of the procurement, but negotiation is necessary to ensure that the State obtains the best value or the most cost-efficient goods, services, information technology, and/or telecommunications.

This solicitation contains the instructions governing the requirements for a fixed-price response to be submitted by Bidders. Also, included in this solicitation is the required format and materials Bidders must follow when responding to this solicitation. This solicitation addresses the requirements that Bidders must meet to be eligible for consideration, as well as their responsibilities before and after award.

The following terms are used interchangeably throughout the solicitation documents: (1) "Contract" and "Agreement"; (2) "response" and "bids".

### 1.1. PURPOSE

The purpose of this Invitation For Bid (IFB) (hereafter also referred to as "solicitation") is to obtain bids from qualified Bidders to provide the State of California (hereafter referred to as "State") with data logger equipment and related services (hereafter referred to as "DLS"). The State seeks responses from manufacturers or authorized resellers capable of supplying data logger equipment and related services under a multiple award contract. The State has not specified detailed technical requirements as data logger equipment and related service offerings vary widely. Specific technical requirements will be provided by the ordering agency at the time of purchase. Data logger equipment and related services shall include sondes, probes, sensors, wipers, cables, firmware, firmware updates, monitoring software, and software updates. The services shall include labor for maintenance, repair, installation, and calibration of data logger equipment. Data Logger equipment and related services for this Statewide contract are classified into eight (8) categories as listed below:

- Category 1: Datalogging & Communication:
  - Dataloggers, Datalogger & Cell Modem Combo, Cell Modem and other wireless communication, Geostationary Operational Environmental Satellite (GOES) Transmitter, Water Quality (WQ) Sensor and Integrated Data logger (Example: Onset HOBO Loggers)
- Category 2: Water Quality Monitoring:
  - WQ Sensor/Probe/Electrode, WQ Analytical Instrument, WQ Sonde, WQ Handheld, WQ Controller/Transmitter, Auto Samplers
- Category 3: Water Level Monitoring:
  - Water Level (WL) Sensor (Bubblers, Pressure Transducers, shaft encoders)

- Category 4: Flow Measurement:
  - Acoustic Doppler Current Profiler (ADCP), Portable Flowmeters
- Category 5: Meteorological Equipment:
  - Meteorological Sensors (Wind, Air Temp, Relative Humidity, Solar Radiation, etc.)
- Category 6: Accessories:
  - Cables, Data Buoys, Batteries, Tools, Signal Output Adapters, Bluetooth Connectors, Antennas, etc.
- Category 7: Software, Software Licenses (Annual or multi-year etc.) & Data Services (Data access, storage and management):
  - Accessory, Software, and Firmware updates.
- Category 8: Maintenance, Repairs, Configuration, and Installation.

The Bidder must submit a response for a minimum of one (1) Data Logger equipment and related services in Categories 1 through 5 of the [EXHIBIT B: COST WORKBOOK](#). The Bidder must provide equipment and/or related services for applicable category items or equivalent alternative items offered by the Bidder under the terms of this contract.

Multiple Contractors may be awarded a contract as a result of this IFB. The Contracts will be available for use by State of California departments and any federal, city, county, special district, educational agency, tribal entity, local government, or corporation empowered to expend public funds. The use of this contract is not mandatory by any State and local government agencies/entities. The State makes no guarantee of purchases through this statewide agreement.

The Contract Award, if made, will be in accordance with the methodology defined in [SECTION 5. EVALUATION](#).

## **1.2. TERM OF CONTRACT**

Effective upon approval of CDT, Office of Statewide Technology Procurement (OSTP), the base term of the Contract is four (4) years.

The State, at its sole discretion, may exercise its option to execute up to three (3), two (2) year extensions for a maximum Contract term of ten (10) years (includes Base Contract term plus all optional extensions).

The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the effective date. Any delivery of goods or performance of services by the Contractor that is commenced prior to the effective date shall be at no cost to the State.

The State is not obligated to use any or all of these options. The Agreement is of no effect unless approved by CDT and no work shall begin before full execution of the Agreement.

### **1.2.1. ELECTED OPEN PERIOD**

The State reserves the right to elect to re-open this solicitation to add Contractors via an Elected Open Period (EOP).

The EOP will be implemented at the State's sole discretion. The EOP participation for new Bidders may not occur sooner than 12 months after Contract award and not later than 12 months before expiration of the maximum contract term. Further, the EOP will not extend the original term of this Contract for new Bidders or incumbent Contractors.

The new Bidders participating must meet and adhere to all of the requirements identified in this solicitation. Evaluation of the new bids and Contract Award, if made, shall be in accordance with the original evaluation and award methodology in [SECTION 5. EVALUATION](#).

Should the EOP occur, it will be announced on the State's electronic procurement system, Cal eProcure, and notification will be provided to all incumbent Contractors.

## **1.3. CURRENT AND PROPOSED ENVIRONMENT**

### **1.3.1. CURRENT ENVIRONMENT**

California requires data loggers to meet the State's technological innovation, environmental regulations, and specific industry needs. For example, the Department of Water Resources uses data logger technology for water and environmental monitoring data needed for regulation and compliance.

Data logger equipment and related services are currently obtained by State departments and agencies following internal procurement processes and/or CDT's oversight through a competitive procurement process. Establishing a multiple-award data logger equipment and related services contract allows Ordering Agencies to procure equipment and related services through this Statewide Contract using the Request for Offer (RFO) process.

### **1.3.2. PROPOSED ENVIRONMENT**

This statewide data logger equipment and related services contract provides the opportunity for State and local government agencies/entities to procure data logger equipment and related services. The Contract will allow for efficient ordering and competitive pricing.

CDT will develop User Instructions for ordering procedures that shall be followed. The offer requests may include additional terms and conditions at the discretion of the ordering agency/entity.

The Contracts awarded as a result of this IFB does not, by itself, guarantee any revenue or order requests for goods and/or services. Further, the Contractors may lower their prices to be competitive, but they may not increase their prices beyond their Contract-approved rates.

## 1.4. AMERICANS WITH DISABILITIES ACT (ADA)

To comply with the nondiscrimination requirements of ADA, it is the policy of the State of California to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing reasonable accommodation to participate in the procurement process or for persons having questions regarding reasonable accommodations of the procurement process, you may contact the Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#). You may also contact the State of California at the telephone numbers listed below.

Important: To ensure that we can meet your needs, it is best that we receive your request for reasonable accommodations at least ten (10) working days before the scheduled event, e.g., meeting, conference, workshop, etc., or deadline due date for procurement documents.

### The California Relay Service Telephone Numbers are:

| Relay Service Description   | Language          | Telephone Number |
|-----------------------------|-------------------|------------------|
| TTY/VCO/HCO to Voice        | English           | 1-800-735-2929   |
|                             | Spanish           | 1-800-855-3000   |
| Voice to TTY/VCO/HCO        | English           | 1-800-735-2922   |
|                             | Spanish           | 1-800-855-3000   |
| From or to Speech-to-Speech | English & Spanish | 1-800-854-7784   |

## 2. BIDDING INSTRUCTIONS

### 2.1. BIDDER ADMONISHMENT

This procurement will follow an approach designed to increase the likelihood of a successful bid and Bidder eligibility for an invitation to negotiation.

The Bidder should refer to [SECTION 2.5. BIDDING STEPS](#) to understand the phases applicable to this solicitation and [SECTION 5. EVALUATION](#) to understand the evaluation process. It is the Bidder's responsibility to:

1. Carefully read the entire solicitation.
2. Submit questions in a timely manner.
3. Submit all required responses by the required dates and times specified in [SECTION 2.3. KEY ACTION DATES](#).
4. Abide by all procedures and requirements of the solicitation.
5. Not include conditional statements, assumptions, or exception language with bids.
6. Carefully review the solicitation requirements prior to submission of a bid to ensure nothing has been overlooked.

## 2.2. COMMUNICATIONS AND CONTACTS

The State uses an online procurement system known as *Cal eProcure* to communicate with prospective Bidders and suppliers. Information and ongoing communications for this solicitation will be posted by the State on the *Cal eProcure* website, [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov).

Oral communications by Agency/state entity officers and employees concerning this solicitation shall not be binding on the State and shall in no way excuse the Bidder of any obligations set forth in this solicitation.

### 2.2.1. PROCUREMENT OFFICER

The Procurement Officers are the State's designated authorized representative regarding this procurement and are the sole point of contact.

Bidders are directed to communicate all correspondence regarding this procurement to both the Procurement Officer and the Secondary Procurement Officer at the contact information below.

**Table 2.2.1-1: Procurement Officers**

| PROCUREMENT OFFICERS |                                                                                              |
|----------------------|----------------------------------------------------------------------------------------------|
| Department Name:     | California Department of Technology (CDT), Office of Statewide Technology Procurement (OSTP) |
| Procurement Officer: | Raman Pabla                                                                                  |
| Email:               | <a href="mailto:raman.pabla@state.ca.gov">raman.pabla@state.ca.gov</a>                       |
| Phone:               | +1 916-206-8331                                                                              |

| PROCUREMENT OFFICERS           |                               |
|--------------------------------|-------------------------------|
| Secondary Procurement Officer: | Cristina Brinzei              |
| Email:                         | cristina.brinzei@state.ca.gov |
| Phone:                         | +1 916-215-9959               |

## 2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT

Bidders requesting clarification of the intent, terms and conditions, content of this solicitation, or on procedural matters regarding the competitive bid process should submit questions and requests for changes using the format in [ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES](#) via email addressed to the Procurement Officer listed in [SECTION 2.2.1. PROCUREMENT OFFICER](#).

If the Bidder believes that one or more of the solicitation requirements is onerous, unfair, or imposes unnecessary constraints on the Bidder proposing a less costly or an alternate solution, the Bidder may request a change to the solicitation by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change using the format in [ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES](#). Such request must be submitted to the Procurement Officer by the date specified in [SECTION 2.3. KEY ACTION DATES](#).

Written questions and requests for changes must be submitted, using Microsoft Excel or Word, by email to the Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#), using the format in [ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES](#).

The email must include the solicitation identification information from the solicitation title page in the subject line. To ensure a response, questions and/or requests for changes must be received in writing by the date(s) specified in [SECTION 2.3. KEY ACTION DATES](#). Question and answer sets will be posted to Cal eProcure and will not identify the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

If a Bidder desires clarification or further information on the content of the solicitation, but whose questions relate to the proprietary aspect of its bid and disclosure exposes its bid to other Bidders, the question may be submitted using the same criteria above with the notation, "CONFIDENTIAL." The Bidder must explain why the question is sensitive in nature. If the State concurs that the disclosure of the question or the answer would expose the proprietary nature of the bid, the question will be answered and both the question and answer will be confidentially maintained. If the State does not concur with the proprietary nature of the question, the Bidder will be notified and may withdraw the question. If the

question is not withdrawn, the question and response will not be confidentially maintained.

Only questions submitted in writing and answered in writing by the Procurement Officer shall be binding and official.

### **2.2.3. INTENT TO BID**

Bidders that wish to participate in the solicitation should submit a completed [ATTACHMENT 2: INTENT TO BID FORM](#) by the date specified in [SECTION 2.3. KEY ACTION DATES](#).

This document shall be emailed to the Procurement Officers identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#).

It shall be the Bidder's responsibility to notify the Procurement Officers identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#) regarding any change to its Intent to Bid or the contact information. The State shall not be responsible for bid correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, of any change pertaining to the designated contact person.

### **2.2.4. REQUEST INVITATION TO STATE'S FILE-SHARING SITE**

The Bidder must email the Procurement Officers by the due date specified in [SECTION 2.3. KEY ACTION DATES](#), no more than two (2) contacts who will have access to the State's file-sharing site to electronically upload the Bidder's bid. Once provided, an invitation to the State's file-sharing site will be sent to those individuals. It is the Bidder's responsibility to confirm receipt of the invitation with the Procurement Officers.

The email should include the names, titles, phone numbers, and email addresses of no more than two (2) contacts.

Access to the file-sharing site will be granted within three (3) working days after receiving the email request and [ATTACHMENT 3: CONFIDENTIALITY STATEMENT FORM](#).

Please refer to [SECTION 4.3. DELIVERY OF SUBMITTALS](#) for further instructions on how to submit your firm's bid and instructions for the file-sharing site.

## **2.3. KEY ACTION DATES**

Key Action Dates provides the key action dates and times by which actions must be taken or completed. If the State finds it necessary to change these dates or times, it will be accomplished via an addendum to this solicitation with the exception of dates listed after the Bidder's submission of bid. Dates listed after the Bidder's submission of bid are estimated and may be adjusted without addendum to this solicitation. All times listed are for Pacific Time. Unless otherwise specified, all times are 5:00 PM Pacific Time.

**Table 2.3-1: Key Action Dates (KAD)**

| Item | Action                                                                                                                                                                                    | Date and Time                                    |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| 0.   | Pre-Release of Solicitation                                                                                                                                                               | October 28, 2025                                 |
| 00.  | Bidder written feedback due/Request to meet with the State                                                                                                                                | December 1, 2025                                 |
| 000. | Confidential discussions with each Bidder                                                                                                                                                 | December 8 - 15, 2025                            |
| 1.   | Release of Solicitation                                                                                                                                                                   | December 18, 2025                                |
| 2.   | Last day to submit questions and request for changes regarding the bid using <a href="#">ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES</a>                            | January 12, 2026 at 10:00 am                     |
| 3.   | State's response to Bidder's questions and release of potential addendum <sup>1</sup>                                                                                                     | January 27, 2026                                 |
| 3a.  | Release of Addendum 1                                                                                                                                                                     | January 27, 2026                                 |
| 3b.  | Release of Addendum 2                                                                                                                                                                     | February 19, 2026                                |
| 3c.  | Release of Addendum 3                                                                                                                                                                     | February 24, 2026                                |
| 4.   | Last day to submit <a href="#">ATTACHMENT 2: INTENT TO BID FORM</a> and <a href="#">ATTACHMENT 3: CONFIDENTIALITY STATEMENT FORM</a>                                                      | <del>March 6</del> February 9, 2026 at 10:00 am  |
| 5.   | Last Day for Bidders to request an invitation to the State's file-sharing site to submit a bid (Refer to <a href="#">SECTION 2.2.4. REQUEST INVITATION TO STATE'S FILE-SHARING SITE</a> ) | <del>March 6</del> February 17, 2026 at 10:00 am |
| 6.   | Last day to submit bid <sup>2</sup> and be deemed eVAQ approved by OSTP                                                                                                                   | <del>April 6</del> March 2, 2026 at 10:00 am     |

| Item | Action                                   | Date and Time                                   |
|------|------------------------------------------|-------------------------------------------------|
| 7.   | Evaluation Period                        | April 6 - 30 <del>March 3 - 27</del> , 2026     |
| 8.   | Confidential Negotiations with Bidder(s) | May 4 - 8 <del>March 30 - April 10</del> , 2026 |
| 9.   | Best and Final Offer Submission          | May 18 <del>April 20</del> , 2026               |
| 10.  | Contract Execution                       | June <del>May</del> 1, 2026                     |

<sup>1</sup> Or five (5) business days following the last addendum that changes the requirements of the solicitation.

<sup>2</sup> If Bidder does not have an approved eVAQ application on file with OSTP, it is recommended that Bidders allow a minimum of four weeks prior to bid due date for the State to process and approve Bidder's eVAQ application.

## 2.4. RULES GOVERNING COMPETITION

This solicitation, the evaluation of responses, and the award of any resultant Contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of IT goods and services or telecommunications by public bodies in the State of California.

### 2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS

The State has established certain requirements with respect to bids to be submitted by prospective Contractors. The use of “shall,” “must,” or “will” (except to indicate simple futurity) in the solicitation indicates a requirement or condition that is mandatory.

Non-compliance with any non-negotiable requirement will disqualify a Bidder from further participating in Evaluation, Negotiations, and Contract Award.

Non-compliance with any mandatory requirement may disqualify a Bidder from further participating in Negotiations and Contract Award.

The words “should” or “may” in the solicitation indicate desirable attributes or conditions, but are non-mandatory in nature.

## **2.4.2. SOLICITATION DOCUMENTS**

This solicitation document includes, in addition to an explanation of the State’s requirements which must be met, instructions which prescribe the format and content of bids to be submitted and the model of the Contract to be executed between the State and the successful Bidder.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Bidder shall immediately notify the Procurement Officers identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#), of such error in writing and request clarification or modification of the document.

If the solicitation document contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall bid at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of bids, and is awarded the Contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. Modifications will be made by addenda issued pursuant to [SECTION 2.4.6. ADDENDA](#).

## **2.4.3. EXAMINATION OF THE WORK**

The Bidder should carefully examine the entire solicitation document and any addenda thereto, and all related materials and data referenced in the solicitation document or otherwise available to the Bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

## **2.4.4. EXCLUSION FOR CONFLICT OF INTEREST**

No consultant shall be paid out of State funds for developing recommendations on the acquisition of IT and/or telecommunication products or services or assisting in the preparation of project documents, while in effect, if that consultant is to be a source of such acquisition or could otherwise directly and/or materially benefit from State adoption of such recommendations or the course of action recommended in the project documents. Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus IT and/or telecommunication products if that consultant would directly and/or materially benefit from State adoption of such recommendations.

## **2.4.5. CONFIDENTIALITY**

Bidder material becomes public only after the Notification of Award is released. If material marked “confidential,” “proprietary,” or “trade secret” is requested pursuant to the Public Records Act, the State

will make an independent assessment whether it is exempt from disclosure. If the State disagrees with the Bidder, the State will notify the Bidder and give them a reasonable opportunity to justify their position or obtain a court order protecting the material from disclosure.

The Bidder should be aware that marking a document “confidential” or “proprietary” in a bid may exclude it from consideration for award and will not keep that document from being released after notice of award as part of the public record, unless a court has ordered the State not to release the document.

The content of all working papers and discussions relating to the Bidder’s bid shall be held in confidence indefinitely, unless the public interest is best served by an item’s disclosure because of its direct pertinence to a decision, agreement or the evaluation of the bid.

Any disclosure of confidential information by the Bidder is a basis for rejecting the Bidder’s bid and ruling the Bidder ineligible to further participate. Any disclosure of confidential information by a State employee is a basis for disciplinary action, including dismissal from State employment, as provided by Government Code §19570 et seq. Total confidentiality is paramount; it cannot be over emphasized.

#### **2.4.6. ADDENDA**

The State may modify the solicitation at any time prior to submission of bid by issuing an addendum. Addenda will be numbered consecutively and released to all Bidders via Cal eProcure.

The Bidder is allowed five (5) working days to submit written questions regarding the addendum according to the instructions contained in [SECTION 2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT](#) .

#### **2.4.7. COST FOR DEVELOPING BID**

Costs for developing bids are the responsibility entirely of the Bidder and shall not be chargeable to the State.

#### **2.4.8. IRREVOCABLE OFFER**

Bidder’s response to this solicitation shall constitute a firm offer, which shall remain irrevocable for not less than 120 calendar days following the Contract Award date specified in [SECTION 2.3. KEY ACTION DATES](#) . In the event of a delay in Contract Award, a Bidder may extend the expiration date of its firm offer an additional 30 calendar days by written notice to the State.

This expiration date may be further extended by mutual agreement between the State and the Bidder, in order to accommodate processing time for required approvals and other solicitation-related reviews.

## **2.4.9. FALSE OR MISLEADING STATEMENTS**

Bids that contain false or misleading statements, or provide references that do not support an attribute or condition claimed by the Bidder, may be the basis for rejecting the Bidder's bid. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this solicitation document, may be the basis for rejecting the Bidder's bid.

## **2.5. BIDDING STEPS**

The following instructions provide the steps to submit a response to this solicitation by interested Bidders. Details surrounding bids are described further in [SECTION 3. BID REQUIREMENTS](#).

The Bidder is expected to follow the format requirements and utilize all forms included in this solicitation necessary for its response. This solicitation also addresses the Bidder responsibilities and requirements it must meet to be eligible for consideration. If the Bidder fails to follow the provided instructions, the Bidder may be disqualified from the solicitation process.

Refer to [SECTION 2.3. KEY ACTION DATES](#) to determine which phases and mandatory steps are included in this solicitation. [SECTION 2.3. KEY ACTION DATES](#) lists milestones, mandatory steps, and due dates for deliverables in this solicitation. Bidders must submit a pre-qualified Electronic Vendor Application of Qualifications (eVAQ) as detailed in [SECTION 3.1.1.1. INCORPORATION OF EVAQ REQUIREMENTS](#).

### **2.5.1. FINAL PHASE**

The final phase consists of a bid (Mandatory) and, if requested by the State, a Best and Final Offer (BAFO).

The purpose of the final phase is to obtain bids that are responsive in every respect. The bid is a mandatory step for all Bidders; all other steps are optional unless otherwise stated in [SECTION 2.3. KEY ACTION DATES](#).

The bid must be complete, and include all cost information, required signatures, contract changes issued by the State via an addendum and corrections made to those defects noted by the State in its review of the draft bid, if any. Bidders that submitted bids meeting the criteria identified in [SECTION 6. NEGOTIATIONS](#), will be eligible to receive an invitation to negotiate with the State.

The State, at its sole discretion, may request a BAFO from those Bidders that participated in the Negotiation Process as identified in [SECTION 6. NEGOTIATIONS](#).

## **2.5.2. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF BIDS**

A Bidder may withdraw its bid at any time prior to the bid submission date by submitting a written notification of withdrawal signed by an authorized representative of the Bidder in accordance with [SECTION 3.2.1. COVER LETTER \(M\)](#) . The Bidder may thereafter submit a new or modified bid prior to the submission date and time specified in [SECTION 2.3. KEY ACTION DATES](#) . Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, bids cannot be changed after the deadline date and time designated for receipt, except as provided in the solicitation.

## **2.5.3. DISPOSITION OF BIDS**

All materials submitted in response to this solicitation will become the property of the State of California. All phases of the bid shall be retained for official files and will become a public record after the Notification of Award is posted.

## **3. BID REQUIREMENTS**

This section contains the mandatory, mandatory optional, and optional bid requirements that must be met in order to be considered responsive to this solicitation.

The documents that must be submitted with the Bidder's bid are noted as "Mandatory" "(M)", or "Mandatory Optional" "(MO)" in this section. Items labeled or "Optional" "(O)" are optional.

The bid requirements listed in this section are denoted as follows:

1. (M) Sections labeled as "Mandatory" or "M" are not negotiable. To be considered responsive to these requirements, all requirements identified as (M) must receive a response from the Bidder. Failure to respond to any (M) requirements where indicated shall result in a "fail" and disqualification of the bid.
2. (MO) Sections labeled "Mandatory Optional" or "MO" are not negotiable. To be considered responsive to these requirements, all requirements identified as (MO) must receive a response. Failure to respond to any (MO) requirement where indicated shall result in a "fail" and disqualification of the bid. It is at the State's option/discretion on whether to utilize the option in the Contract.
3. (O) Sections labeled as "Optional" or "O" are not required to be offered by the Bidder in order to be responsive to the solicitation requirements. A Bidder may choose whether to meet administrative requirements labeled as (O) such as those relating to preference points. However, if a Bidder offers any of these (O) requirements, the Bidder must meet the minimum requirements as stated in the section. The State will review responses to optional requirements and apply points, if

applicable, in accordance with [SECTION 5. EVALUATION](#).

### **3.1. PREQUALIFICATION REQUIREMENTS**

This section details the requirements necessary for Bidders to qualify for contract award. Failure to complete or comply will disqualify Bidder(s) and the State will not move forward with evaluating the bid, conducting negotiations and contract award. The State will not seek modifications or clarifications after bid submission due date for any prequalification requirements.

#### **3.1.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS (EVAQ)(M)**

The State's eVAQ is an external process to this solicitation. The intent of the pre-qualification is to process as much of the administrative requirements required to do business in the State of California in advance to streamline the solicitation process. Bidders are required to have an OSTP-approved eVAQ application on file prior to the Key Action Date for the Last day to submit bid (refer to [SECTION 2.3. KEY ACTION DATES](#) ) in order for your bid to be accepted for evaluations.

It is the responsibility of the Bidder to ensure they have an OSTP-approved eVAQ and all applicable requirements and provisions for this solicitation are met. Failure to have an OSTP-approved eVAQ prior to bid submission due date will disqualify Bidder(s) and the State will not move forward with evaluating the bid, conducting negotiations and contract award. The State will not seek OSTP eVAQ modifications or clarifications after bid submission due date.

The application can be accessed at <https://cadtprod.service-now.com/vendor>.

If the Bidder's firm is new to the eVAQ process, account registration is necessary and free of charge.

If a Bidder has an approved eVAQ on file, it is the Bidder's responsibility to ensure:

1. The eVAQ is a CDT OSTP-approved eVAQ (not a Department of General Services (DGS) eVAQ).
2. All information required to be submitted with the OSTP eVAQ is up to date and valid.

All questions related to the OSTP eVAQ should be addressed to the Procurement Officer.

NOTE: The Bidder shall not upload the bid to the eVAQ portal.

##### **3.1.1.1. INCORPORATION OF EVAQ REQUIREMENTS**

The Contract(s) awarded as a result of the solicitation shall incorporate by reference all the requirements of the solicitation and the terms and conditions of the eVAQ. The Bidder's OSTP eVAQ shall remain in effect throughout the life of the Contract, including all optional years.

In the event there is inconsistent requirements between the solicitation and the Bidder's OSTP approved eVAQ documents, the solicitation documents shall take precedence.

Verification of an approved OSTP eVAQ certification shall be submitted with [ATTACHMENT 4: COVER LETTER FORM](#), and in accordance with [SECTION 3.2.1. COVER LETTER \(M\)](#).

### **3.2. ADMINISTRATIVE REQUIREMENTS**

This section contains the mandatory and optional administrative requirements that must be met in order to be considered responsive to this solicitation. Additional administrative requirements for this solicitation are processed through the OSTP electronic Vendor Application of Qualifications (eVAQ). Please refer to [SECTION 3.1.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS \(EVAQ\)\(M\)](#) for more information.

#### **3.2.1. COVER LETTER (M)**

The Bidder must complete and submit [ATTACHMENT 4: COVER LETTER FORM](#) with their bid.

A cover letter shall be considered an integral part of the bid and any bid form requiring a signature must be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned bid may be considered non-responsive and may be the basis for rejecting the Bidder's response.

#### **3.2.2. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)**

The Bidder must complete and submit [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS](#). The Bidder must indicate its willingness and ability to satisfy these requirements by marking "Yes" in the "Bidder Agrees Yes/No" column. Answering "No" to any of the mandatory administrative requirements or not submitting the required documents may be considered non-responsive and may be the basis for rejecting the Bidder's bid.

#### **3.2.3. CONFIDENTIALITY STATEMENT (M)**

The Bidder must agree to the State's confidentiality requirements by submitting a signed [ATTACHMENT 3: CONFIDENTIALITY STATEMENT FORM](#), for the Bidder's company. The completed confidentiality statement must be submitted as indicated in [SECTION 2.3. KEY ACTION DATES](#).

The Bidder engaging in services pertaining to this solicitation, requiring contact with confidential State information or State customer information will be required to exercise security precautions for all such data that is made available and must accept full legal responsibility for the protection of this confidential information. This includes all statistical, personal, technical, and/or other confidential personal data and

information relating to the State's operations that are designated confidential by the State.

### **3.2.4. ABILITY TO PERFORM**

Prior to award of the Contract, the State must be assured that the Bidder selected has all of the resources to successfully perform under the Contract. This includes, but is not limited to, personnel in the numbers and with the skills required; equipment of appropriate type and in sufficient quantity; financial resources sufficient to complete performance under the Contract; and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder's ability to perform under the Contract if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted five (5) state business days to submit the information requested in writing. Examples of the type of financial responsibility information requested may include annual reports and current audited balance sheets for the Bidder's firm.

### **3.2.5. PRIMARY BIDDER**

An award, if made, will be to a primary Bidder. The awarded primary Bidder will be responsible for successful performance of all subcontractors and support services offered in response to this solicitation. All State policies, guidelines, and requirements that apply to the primary Bidder also apply to subcontractors, as applicable to the products and services they provide and to their role as a subcontractor. Furthermore, the State will consider the primary Bidder to be the sole point of contact regarding contractual matters for the term of the resulting Contract. The Bidder shall not assign financial documents to a third-party without prior written approval by the State, and an amendment to the resulting Contract.

### **3.2.6. SUBCONTRACTORS**

Nothing contained in the resulting Contract shall create any relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations. The Contractor is fully responsible to the State for the acts and omissions of the Contractor's subcontractors and of persons either directly or indirectly employed by the Contractor.

The Contractor shall not change subcontractor(s) and/or DVBE subcontractor(s) if such changes conflict with the work to be performed under this Contract. For DVBE subcontractor changes, the Contractor shall utilize another DVBE subcontractor. The State recognizes that changes to subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) business days prior to the existing subcontractor's termination. If this should occur, the Contractor should be aware that the

State Contract administrator or designee must approve any changes to the subcontractor(s) prior to the termination of the existing subcontractor(s). This also includes any changes made between submittal of the bid and actual start of the Contract.

Contractor understands and agrees to comply with the requirements set forth in Military and Veterans Code, Section 999 et seq. that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code, Section 999.5(f), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both the awarding department and the Department of General Services (DGS) prior to the commencement of any work by the proposed subcontractor. 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.

The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new subcontractor(s) ready to begin work on the contract.

The Contractor's obligation to pay its subcontractors is independent of the State's obligation to make payments to the Contractor. Contractor is solely responsible for any payments to or claims made by subcontractors. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

### **3.2.7. BIDDER DECLARATION FORM (M)**

The Bidder must complete and submit [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#), with its bid. When completing the declaration, the Bidder must identify all subcontractors proposed for participation in the Contract. The Bidder awarded the Contract is contractually obligated to use the subcontractors for the corresponding work identified, unless the Agency/state entity agrees to a substitution and it is incorporated, in writing. If the Bidder is not using subcontractors, the Bidder must still complete [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#) answering the applicable questions on the form, and submit it with its bid. The form is available at:

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

### **3.2.8. STATEMENT OF WORK**

[EXHIBIT A: APPENDIX A - STATEMENT OF WORK](#) (SOW) identifies and describes the tasks and responsibilities of the Contractor and the responsibilities of the State during the term of the Contract.

The Bidder must document its agreement with the State's SOW by checking the applicable boxes in [ATTACHMENT 4: COVER LETTER FORM](#). The Bidder is advised that deviations to the SOW may be the basis for rejection of the Bid.

### **3.2.9. AMENDMENT**

Any Contract executed as a result of this solicitation may be amended consistent with the terms and conditions of the Contract and by mutual consent of both parties, subject to approval by the Office of Statewide Technology Procurement.

### **3.2.10. GENERAL PROVISIONS**

The Contract awarded as a result of this solicitation shall automatically incorporate by reference the following:

- General Provisions - Telecommunications (Revised 06/06/25): [Link](#)

As a condition of submitting a response to this solicitation, the Bidder agrees to abide by all terms and conditions of the solicitation as written. The Bidder is advised that deviations from the State-approved Terms and Conditions may be the basis for rejection of the Bidder's bid.

### **3.2.11. 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, while balancing the risks of these 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](#).

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 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.

The Bidder must complete and submit as part of the bid response, [ATTACHMENT 4: COVER LETTER FORM](#), notifying the State if it intends to provide or utilize GenAI by responding "Yes" or "No" in the

“Bidder Agrees Yes/No” column.

### **3.2.12. FINANCIAL RESPONSIBILITY INFORMATION**

In order to minimize the potential risk of default due to financial issues, the State reserves the right to request additional documentation throughout the life of the awarded Contract.

The State must be assured that the Contractor continues to have the financial resources to sustain its operations during the term of the Contract.

### **3.2.13. HARDWARE/EQUIPMENT**

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

### **3.2.14. SOCIOECONOMIC PROGRAMS**

Bidders who claim any of the socioeconomic program points will be evaluated to determine whether they submitted the required forms, documents, exhibits, attachments and/or the responses necessary to validate their qualification and eligibility for the claimed preference(s). If the State determines that the submitted information is insufficient or that the required documents do not otherwise validate the eligibility for points in any of the claimed programs, then the points for that program will not be added to the Bidder's final overall bid score. If the State is able to validate the Bidder's claim, the qualified preference points will be applied to the Bidder's final overall bid score provided that the Bidder's bid is not otherwise determined to be non-responsive to any mandatory requirements.

Completed Small Business and Disabled Veteran Business Enterprise certification applications and required support documents must be submitted to the Department of General Services Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at:

Office of Small Business and DVBE Services  
707 Third Street, 1st Floor, Room 400  
West Sacramento, CA 95606  
Receptionist: (916) 375-4940 Fax (916) 375-4650

#### **3.2.14.1. BIDDER'S PREFERENCE AND INCENTIVE DECLARATION**

The Bidder must complete and submit [ATTACHMENT 7: BIDDING PREFERENCES AND INCENTIVES](#), with its bid. The Bidder must indicate on [ATTACHMENT 7: BIDDING PREFERENCES AND INCENTIVES](#)

whether it is or is not claiming each socioeconomic program.

### **3.2.14.2. SMALL BUSINESS PREFERENCE (O)**

The California Government Code §14835 et seq. requires that a five percent (5%) preference be given to Bidders who qualify as a Small Business (SB). The rules and regulations of this law, including the definition of a SB, or qualifying non-small business, are contained in Title 2, California Code of Regulations, §1896 et seq. The definition of nonprofit veteran service agencies qualifying as a SB is contained in §999.50 et seq. of the Military and Veterans Code.

If the Bidder is claiming a Small Business Preference, the Bidder must complete and submit the following with its bid for each SB:

1. [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#);
2. [ATTACHMENT 7: BIDDING PREFERENCES AND INCENTIVES](#); and,
3. [ATTACHMENT 9: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#).

More information regarding the Small Business Preference may be found at:

<https://www.dgs.ca.gov/PD-OSDS>

### **3.2.14.3. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE (O)**

A five percent (5%) response preference is available to Bidders who qualify as a non-small business claiming at least 25% California-certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the Bidder's response must include a list of the small businesses with which the firm commits to subcontract in an amount of at least 25% of the net bid price with one (1) or more California-certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the Contract as defined in Government Code §14838(b)(1)(2).

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25% of its net bid price shall be given five percent (5%) of the highest responsive firm's total score. A non-small business that qualifies for this preference, may not take an award away from a certified small business.

If the Bidder is claiming a non-small business using small business subcontractors, the Bidder must complete and submit the following with its bid for each SB Subcontractor:

1. [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#);
2. [ATTACHMENT 7: BIDDING PREFERENCES AND INCENTIVES](#); and,
3. [ATTACHMENT 9: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#).

### **3.2.14.4. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM**

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, §1896.60 et seq.

Information regarding the DVBE Program Requirements may be viewed 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>

The Bidder who has been certified by California as a DVBE (or who has obtained the participation of subcontractors certified by California as a DVBE) must submit a completed [ATTACHMENT 8: DVBE DECLARATIONS](#) for each DVBE and the following forms:

1. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#);
2. [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#); and
3. [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#).

#### **3.2.14.4.1. DVBE PARTICIPATION REQUIREMENT (M)**

For the purposes of this solicitation, the DVBE Participation Requirement has been waived.

### **3.2.14.5. COMMERCIALLY USEFUL FUNCTION (M)**

All certified small business, micro business, and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

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 the transaction, the awarded Contract, or project through which funds are passed to obtain the appearance of small business or micro business participation.

The Bidder must complete [ATTACHMENT 9: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#) for each Small Business and/or DVBE (prime and/or subcontractor(s)). All Bidders and subcontractors identified in the bid response to fulfill the requirements for one (1) or more of the socio-economic programs (DVBE and small business) must perform a commercially useful function (CUF) in the resulting Contract. CUF is defined pursuant to Military and Veterans Code §999(b)(5)(B) and Government Code §14837(d)(4)(A) for the DVBE and small business programs, respectively.

Bidder(s) may be required to submit additional written clarifying information regarding CUF on

[ATTACHMENT 9: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#). Failure to submit the requested written information as specified may be the basis for rejection of the Bidder's bid.

### **3.3. QUALIFICATION REQUIREMENTS**

The Bidder is expected to have a proven record of success and be responsible for all aspects of the service, including any subcontractors.

The Bidder must meet the mandatory Qualification Requirements. Failure to meet any of the mandatory requirements may be considered non-responsive and may be the basis for rejecting the Bidder's bid.

#### **3.3.1. BIDDER QUALIFICATIONS (M)**

The Bidder must complete and submit as part of the bid, [ATTACHMENT 10: BIDDER QUALIFICATION FORM](#), to confirm that the Bidder's experience meets all the mandatory requirements identified in [ATTACHMENT 10: BIDDER QUALIFICATION FORM](#). It is incumbent upon the Bidder to provide enough detail in bid for the state to evaluate the Bidder's ability to meet the requirements and perform the services as described in this solicitation. Refer to [ATTACHMENT 10: BIDDER QUALIFICATION FORM](#) for further requirements and instructions.

The Bidder must provide information for a minimum of two (2) projects and up to six (6) projects to meet the total experience required for each mandatory requirement. If more than two (2) projects are submitted, only the first two (2) in the order presented in the response will be evaluated. The Bidder may submit projects to cumulatively meet the size and scope of each requirement for the mandatory qualifications specified.

Unless stated otherwise, experience must have occurred within 10 years prior to the solicitation due date for all projects. Points will be awarded based on desirable experience in accordance with [SECTION 6. EVALUATION](#).

The State may contact Bidder's references stated in the [ATTACHMENT 10: BIDDER QUALIFICATION FORM](#) to verify the information provided by the Bidder. Any conflicting information may result in the bid being deemed non-responsive. The reference and contact name(s) must be from the end user of the project.

### **3.4. COST REQUIREMENT**

Cost is a primary evaluation criterion and will be evaluated based on the methodology in this section and [SECTION 5. EVALUATION](#).

The pricing format is structured to facilitate a straightforward comparison among all Bidders and foster competition to obtain the best market pricing. Consequently, the Bidder must complete and format its Cost

Bid as described in this section. Failure to comply with the instructions in this section, such as submission of an incomplete bid, use of alternative pricing structures or different formats than the one required, may result in the rejection of the Bidder's bid.

It is imperative that no cost information be included in the body of the bid. Cost information must only be submitted in the Bidder's Response, Volume 2, Cost in accordance with [SECTION 4. BID FORMAT AND SUBMISSION REQUIREMENTS](#). Inclusion of cost figures in any bid content other than Volume 2, Cost may result in the rejection of the Bidder's bid.

### **3.4.1. COST WORKBOOK (M)**

Bidders must use the state's [EXHIBIT B: COST WORKBOOK](#) and provide a unit price and discount for each Data Logger item bidding and a discount percentage off the published catalog price for each item. Equipment, related services, features, costs and discounts included in the cost worksheets are those that the Bidder must provide for the term of the contract as identified in [SECTION 1.2. TERM OF CONTRACT](#), which includes all optional years. The State makes no guaranteed minimum or maximum dollar value for this contract. The data logger equipment and related service categories include:

- Category 1: Datalogging & Communication: Dataloggers, Datalogger & Cell Modem Combo, Cell Modem and other wireless communication, Geostationary Operational Environmental Satellite (GOES) Transmitter, Water Quality (WQ) Sensor and Integrated Datalogger (Example: Onset HOBO Loggers)
- Category 2: Water Quality Monitoring: WQ Sensor/Probe/Electrode, WQ Analytical Instrument, WQ Sonde, WQ Handheld, WQ Controller/Transmitter, Auto Samplers
- Category 3: Water Level Monitoring: Water Level (WL) Sensor (Bubblers, Pressure Transducers, shaft encoders)
- Category 4: Flow Measurement: Acoustic Doppler Current Profiler (ADCP), Portable Flowmeters
- Category 5: Meteorological Equipment: Meteorological Sensors (Wind, Air Temp, Relative Humidity, Solar Radiation, etc.)
- Category 6: Accessories: Cables, Data Buoys, Batteries, Tools, Signal Output Adapters, Bluetooth Connectors, Antennas, etc.
- Category 7: Software, Software Licenses (Annual or multi-year etc.) & Data Services (Data access, storage and management)
- Category 8: Maintenance, Repairs, Configuration, and Installation.

### **3.4.2. COST WORKBOOK INSTRUCTIONS**

The Bidder's completed cost workbook must be submitted separately with its bid no later than the date and time identified in [SECTION 2.3. KEY ACTION DATES](#) to be considered responsive. The Bidder must include the completed [EXHIBIT B: COST WORKBOOK](#), for applicable Data Logger equipment and

related services, in accordance with [SECTION 4. BID FORMAT AND SUBMISSION REQUIREMENTS](#).

The successful Bidder(s) shall furnish and deliver Data Logger equipment and related services as per the specifications and in accordance with the requirements included in this [SECTION 3.2.8. STATEMENT OF WORK](#) and [EXHIBIT B: COST WORKBOOK](#). If an alternative item of equivalent quality is included in the bid, technical information for each equipment item must be submitted.

The brand name or equivalent specifications used in this solicitation are intended to describe the standards of quality, performance, and characteristics desired, and are not intended to limit or restrict competition. A bid with an alternative item equivalent quality, design, and performance will be considered if the alternative item offered is identified in the bid, including sufficient technical information, and is determined by the State to be an equal in all material respects to the brand name product referenced in the solicitation. Alternative items are subject to approval by the State.

The cost workbook shall list all cost elements required to implement, maintain, and operate the proposed services in support of the Data Logger equipment and related services. The cost workbook must be filled out completely or the bid may be considered non-responsive.

See [SECTION 4.3. DELIVERY OF SUBMITTALS](#) for details surrounding the cost workbook submission.

The Bidder is required to enter all cost data in the format prescribed by the cost workbook, even if there are no costs for the item indicated on the worksheet(s). In these instances the Bidder must indicate the cost as a zero (\$0). In addition, if any character other than a numeral is used (e.g., a dash), the State will assume the cost of the item to be zero (\$0). Items submitted with no price will be considered as offered at no cost. Costs cannot exceed two (2) decimal places.

Specific instructions are as follows:

1. Bidder must submit a completed [EXHIBIT B: COST WORKBOOK](#), Cover Page identifying the Bidder's Name and Category(ies) being bid.
2. The Bidder must submit a response for a minimum of one (1) Data Logger equipment and related services in Categories 1 through 5 of the [EXHIBIT B: COST WORKBOOK](#).
3. Bidder must submit a Manufacturer's Suggested Retail Price (MSRP) unit price for each item (referred to as a published 'Catalog Price').
4. The State is seeking a minimum of 10% discount off the catalog price for each item/category. The discount percentage shall remain unchanged for the contract term, including optional year extensions.
5. The following must be identified in the Bidder's [EXHIBIT B: COST WORKBOOK](#) cost tables for Categories 1 through 8, shown in yellow highlighted cells that Bidder will sell to Ordering Agencies of a resulting Statewide contract.
  - a. Equipment or related service item listed in applicable category

- i. Alternative item equivalent may be considered
  - b. Description/Specifications of the item listed
  - c. Unit of Measure
  - d. Product Identifier (example: SKU #)
  - e. Manufacturer's Suggested Retail Price (MSRP)(catalog price for each item)
  - f. Discount percentage (%) off the published MSRP (the State is seeking a minimum of 10%)
  - g. Contract price (unit price for each item after discount)
6. If available, Bidder to provide a public-facing link to a searchable catalog that includes Category Items and all MSRP catalog items (referred to as an 'electronic catalog') on the [EXHIBIT B: COST WORKBOOK](#), Tab #1 - Cover Page. **For evaluation purposes only, the State is requesting Bidders to submit a completed [EXHIBIT B: COST WORKBOOK](#) to include the public-facing catalog items.**

Unless specified, all other fields must not be modified. If the cost workbook is modified or cells are left blank, the State may be considered non-responsive and may be the basis for rejecting the Bidder's proposal. The cost workbook must be filled out completely or the State may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The State has populated some of the cells with formulas, however it is the responsibility of the Bidder to ensure worksheets and calculations are correct and accurate. The State will not assume responsibility for any cost figures that do not calculate properly. Cells highlighted in yellow, indicate the cells in which the Bidders must enter its cost.

A description of each worksheet is provided in the [EXHIBIT B: COST WORKBOOK](#).

- Tab 1: Cover Page
- Tab 2: Category 1: Datalogging & Communication
- Tab 3: Category 2: Water Quality Monitoring
- Tab 4: Category 3: Water Level Monitoring
- Tab 5: Category 4: Flow Measurement
- Tab 6: Category 5: Meteorological Equipment
- Tab 7: Category 6: Accessories
- Tab 8: Category 7: Software, Software Licenses (Annual or multi-year etc.) & Data Services (Data access, storage and management)
- Tab 9: Category 8: Maintenance, Repairs, Configuration, and Installation

Refer to the [EXHIBIT B: COST WORKBOOK](#) for additional cost workbook instructions.

### **3.4.3. SALES TAX**

Sales tax is not to be included in the cost worksheets. If awarded the Contract, sales tax, if applicable, should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the product is shipped to and delivered. See California Department of Tax and Fee Administration 1502 (f) (1) (D).

### **3.4.4. GEOGRAPHIC PRICING REQUIREMENTS**

Pricing must be applicable for all geographic areas, locations, and projects within the State of California. The pricing on the State's cost worksheet is the maximum allowed, and it is expected that pricing received on the offer given to the requestor will be lower and based upon specific details related to each to each purchase.

## **4. BID FORMAT AND SUBMISSION REQUIREMENTS**

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

Bidder shall upload an electronic copy of its bid, including the cost workbook, as specified in [SECTION 4.4. BID CONTENT AND STRUCTURE](#). It is important that Bidder's electronic files that comprise its bid are clearly labeled, or they may be considered non-responsive and may be the basis for rejecting the Bidder's bid.

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

### **4.1. PREPARATION**

Bids are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this solicitation document. High-definition graphics, multi-colored content, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the solicitation document instructions, responsiveness to the solicitation document requirements, and completeness and clarity of content.

## 4.2. COMPLETION OF BIDS

Bids must be complete in all respects as required. A bid may be rejected if it is conditional, includes assumptions, includes exceptions that conflict with requirements or the intent of the effort, includes modifications to requirements, or if it contains any alterations of form or other irregularities of any kind. A bid may be considered non-responsive and may be the basis for rejecting the Bidder's bid if any such defect or irregularity from the solicitation document requirements. The bid must contain all costs as required in [SECTION 3.4. COST REQUIREMENT](#) and [SECTION 4. BID FORMAT AND SUBMISSION REQUIREMENTS](#).

## 4.3. DELIVERY OF SUBMITTALS

The Bidder must email the Procurement Officers by the due date specified in [SECTION 2.3. KEY ACTION DATES](#) , no more than two (2) contacts who will have access to the State's file-sharing site to electronically upload Bidder's bid. Once provided, an invitation to the State's file-sharing site will be sent to those individuals. It is the Bidder's responsibility to confirm receipt of the invitation with the Procurement Officers.

A separate file location will be created for each Bidder accessible only to the Bidder Contact(s).

**The file-sharing site does not allow access from outside the Continental United States.**

It is highly recommended that Bidders upload a test MS Word, MS Excel, and PDF file to each folder at least five (5) calendar days prior to the due date to test access to the State's file-sharing site. Upon successful upload, notify the Procurement Officers and the test file will be deleted. It is the Bidder's responsibility to gain access to the file-sharing site to submit their bid.

The file-sharing site will provide a primary folder for each Bidder to submit their bid. Each Bidder's folder will contain subfolders: Volume 1, Volume 2.

The Bidder contacts will be required to upload a complete copy of the Bidder's bid to the appropriate folders.

If a Bidder fails to request access to the file-sharing site by the due date specified in the Key Action Dates, the State cannot guarantee access to the site prior to the bid submittal due date and no other submissions outside of the file-sharing site will be considered.

### **COST:**

- The Bidder Contacts will be required to upload a complete copy of the Bidder's [EXHIBIT B: COST WORKBOOK](#) in the appropriate cost folder.
- The Bidder's [EXHIBIT B: COST WORKBOOK](#) file shall be titled with the *[Bidder's Name]* Data

Logger Services and Equipment - STP-SW-DLS-26 - [EXHIBIT B: COST WORKBOOK](#) and deposited in the folder labeled "Volume 2".

- The Bidder's cost workbook shall be in MS Excel format (version 2019 or higher).

If a file is uploaded in error to a file-sharing site folder, the Bidder may submit a request by email to the Procurement Officers prior to the last day to submit responses. **Do not upload compressed files (.zip files) onto the file-sharing site.**

Bids must be received no later than the date and time specified in [SECTION 2.3. KEY ACTION DATES](#) . Late receipt of a bid may be considered non-responsive and may be the basis for rejecting the Bidder's bid.

#### 4.4. BID CONTENT AND STRUCTURE

It is the Bidder's responsibility to ensure its bid is submitted in a manner that enables the State to easily locate all response descriptions, Attachments, and Exhibits for each requirement of this solicitation. Page numbers should be in the same position throughout the bid. Figures, tables, charts, etc., should be assigned index numbers and should be referenced by these numbers in the text and in the Table of Contents. Figures, tables, charts, etc., should be placed as close to text references as possible. The bid should be organized to identify the Attachments/Exhibits.

1. Show the following on each page of the bid:
  - a. Solicitation #
  - b. Name of Bidder
  - c. Attachment/Exhibit Number
  - d. Page number (Page # of ##)
2. Response components shall be submitted electronically using the Arial or Century Gothic font no smaller than 12 points, with headers/footers and table/figures no smaller than 10 point font.
3. Documents must be formatted to fit, if printed, on 8.5" x 11" letter-size paper and have a perimeter margin no less than one-half inch (0.5").
4. Electronic copies of the bid must be in Microsoft Office version 2019 or higher (e.g., MS Word, MS Excel, MS Visio, etc.). The Bidder may include a PDF version of its bid; however, the Bidder must ensure PDF versions are identical in content and pagination. **The content of all PDF files must be searchable.**
5. PDF versions of documents shall be used for those submissions of the bid that require signature.
6. The Bidder must ensure that no cost information of any type is included outside of the Cost Workbook. The inclusion of cost in any part of the bid, except for Volume 2, may be the basis for rejection of the Bidder's bid.
7. Bidders must ensure their bid is submitted in the applicable file-sharing site folders.
8. As stated in [SECTION 2.4.5. CONFIDENTIALITY](#), bids marked "confidential" or "proprietary" may

exclude the Bidder from consideration for award.

#### **4.4.1. VOLUME 1: RESPONSE TO ADMINISTRATIVE AND QUALIFICATION REQUIREMENTS**

Volume 1 submission must contain the following in this order:

1. Table of Contents
2. [ATTACHMENT 3: CONFIDENTIALITY STATEMENT FORM](#)
3. [ATTACHMENT 4: COVER LETTER FORM](#)
4. [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS](#)
5. [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#)
6. [ATTACHMENT 7: BIDDING PREFERENCES AND INCENTIVES](#)
7. [ATTACHMENT 8: DVBE DECLARATIONS](#) (if applicable)
8. [ATTACHMENT 9: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#) (if applicable)
9. [ATTACHMENT 10: BIDDER QUALIFICATION FORM](#)

#### **4.4.2. VOLUME 2: COST**

This volume must contain: [EXHIBIT B: COST WORKBOOK](#).

### **5. EVALUATION**

This section details the evaluation process and scoring procedures the State will follow when evaluating bids submitted in response to this solicitation. The evaluation process is a multi-step review of each Bidder's bid to determine that it is responsive and meets all requirements set forth in this solicitation and any State negotiated items.

The State reserves the right to modify or cancel this procurement in its entirety or in part at any time.

#### **5.1. EVALUATION TEAM**

This procurement is being conducted under the guidance of a Procurement Officers listed in [SECTION 2.2.1. PROCUREMENT OFFICER](#). The Procurement Officers will serve as the Bidder's point of contact for questions and clarification, and will identify the rules governing this procurement.

The State will establish an evaluation team consisting of State employees only, including management and staff, to review and evaluate bids. The State Procurement Officers will provide guidance and oversight to the evaluation team. The State may engage additional qualified individuals or subject matter experts (SME) during the evaluation process to assist the State in gaining a better understanding of technical, financial, legal, contractual, or program issues. These other individuals do not have voting

privileges or responsibility for the evaluation process and will serve solely in an advisory capacity.

## 5.2. BID EVALUATION

This section identifies how the State will evaluate each bid in a manner that preserves the integrity of the competitive procurement process.

Bids will be evaluated based on compliance with all solicitation requirements, using mandatory pass/fail criteria. The evaluation result of each component will be made by consensus of the Evaluation Team members. Each bid component evaluated is as follows:

**Table 5.2-1: Evaluation Scoring**

| REQUIREMENT                 | SCORING ELEMENT | SCORING METHOD |
|-----------------------------|-----------------|----------------|
| Non-Negotiable Requirements | Mandatory       | Pass/Fail      |
| Administrative Requirements | Mandatory       | Pass/Fail      |
| Qualification Requirements  | Mandatory       | Pass/Fail      |
| Cost Requirements           | Mandatory       | Pass/Fail      |

### 5.2.1. VALIDATION AGAINST REQUIREMENTS

The State will review each bid in detail to determine its compliance with the solicitation requirements. The State reserves the right to use multiple means to validate and determine the Bidder's response to a requirement. This may be through details in its description and/or supporting documentation provided or material that is publicly available, that may either support or contradict the Bidder's claim of intended compliance.

During the bid evaluation, the State may request the Bidder clarify any area of the bid that the State determines to be unclear in accordance with [SECTION 5. EVALUATION](#).

If a Bidder's bid fails to meet a mandatory requirement, it will be considered a deviation in accordance with [SECTION 2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS](#).

### 5.2.2. ERRORS IN THE BID

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. In determining if a correction will be made, the State will consider the conformance of the bid to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation. If appropriate, errors may be corrected in accordance

with the following:

1. If the Bidder's intent is clearly established based on review of the complete bid submittal, the State may at its sole option correct an error based on that established intent.
2. If the State discovers obvious clerical or arithmetic errors, the State may, at its sole option, correct such errors. If the mathematical correction results in significant changes to the Bidder's response, the State will provide the Bidder the opportunity to validate the resulting correction.
3. It is essential that Bidders carefully review the cost elements in their bids since they may not be provided the opportunity to correct errors after submission.
4. In the event an ambiguity or discrepancy between any of the State's solicitation documents is detected after review of the bids, the State reserves the right to seek clarification and acceptance from the Bidder.
5. The Bidder is required to thoroughly review the solicitation to ensure that its bid is fully responsive with the solicitation requirements and thereby avoid the possibility of being ruled non-responsive. It is the Bidder's responsibility to utilize the question and answer process to clarify any ambiguities in the solicitation requirements to ensure that the Bidder is submitting a responsive bid.
6. At the State's sole discretion, it may declare all bids to be Draft Bids. Bidders may not protest the State's determination of all bids being declared Draft Bids. If all bids are declared to be Draft Bids, the State may issue an addendum to this solicitation. Should this occur, confidential discussions may be held with Bidders that wish to remain under consideration. Each Bidder will be notified of the due date for the submission of a new bid to the State. This submission must conform to the requirements of the original IFB or as modified by an addendum. The new bids will be evaluated as required by [SECTION 5. EVALUATION](#).

#### **5.2.2.1. BIDDER RESPONSE CLARIFICATION**

The State may request that a Bidder clarify any area of their response that the State determines to be unclear. The State may also request clarification for areas that may render the bid non-responsive to the requirements and provide Bidders the opportunity to resubmit a responsive bid by the date and time specified by the State. However, if the Bidder does not resubmit a responsive bid to the areas identified by the date and time specified by the State, the Bidder's bid will be rendered non-responsive, and ineligible to proceed to the next phase of the solicitation process. Clarifications may be requested via writing or confidential discussion.

#### **5.3. NON-NEGOTIABLE REQUIREMENT EVALUATION**

Review of the bids will begin with the Evaluation team ensuring that the Bidder has responded to the non-negotiable requirement(s) identified in [SECTION 3.1. PREQUALIFICATION REQUIREMENTS](#).

Non-negotiable Requirements will be evaluated as a Pass/Fail. If a bid fails to meet any non-negotiable

requirement, it may be considered non-responsive and may be the basis for rejecting the Bidder's bid.

## **5.4. ADMINISTRATIVE REQUIREMENTS EVALUATION**

Administrative Requirements will be evaluated as a Pass/Fail. Responsiveness to the requirements listed in this solicitation will be given either a "Pass" (e.g., complied with requirement, completed and returned document) or "Fail" (e.g., did not comply with requirement, did not complete or return document). If a bid fails to meet any mandatory requirement specified in [SECTION 3.2. ADMINISTRATIVE REQUIREMENTS](#) it may be considered non-responsive and may be the basis for rejecting the Bidder's bid.

Unless otherwise required, e-Signatures are acceptable.

### **5.4.1. SOCIOECONOMIC PROGRAMS EVALUATION**

Bidders who claim socioeconomic programs will be evaluated to determine whether they submitted the required forms, documents, attachments, exhibits, and/or the responses necessary to validate their qualification and eligibility for the claim. If the State is able to validate the Bidder's claim, the qualified programs for the Contractor will be indicated in the ordering instructions after award.

## **5.5. QUALIFICATION AND REFERENCES REQUIREMENTS EVALUATION**

Qualification Requirements will be evaluated as a Pass/Fail. Responsiveness to the requirements listed in this solicitation will be given either a "Pass" (e.g., complied with requirement, completed and returned document) or "Fail" (e.g., did not comply with requirement, did not complete or return document). If a bid fails to meet any mandatory requirement specified in [SECTION 3.3. QUALIFICATION REQUIREMENTS](#) it may be considered non-responsive and may be the basis for rejecting the Bidder's response.

Unless otherwise required, e-Signatures are acceptable.

### **5.5.1. BIDDER QUALIFICATIONS EVALUATION**

The State will evaluate Bidder qualifications using the information contained in the completed [ATTACHMENT 10: BIDDER QUALIFICATION FORM](#). Descriptions of experience must be clear, concise, and apply directly to the requirements.

To aid the State in evaluating Bidder qualifications, the Bidder should use a MM/DD/YYYY format when indicating project start and end dates. If a Bidder submits a bid using any other date format, the State will count only the whole months or years between the start and end dates specified.

If a project end date is ongoing or exceeds the bid due date, then the Bidder will receive credit for only the experience acquired up to the bid due date specified in [SECTION 2.3. KEY ACTION DATES](#). In this instance, Bidders are instructed to use the bid due date as the end date of ongoing projects. Concurrent

project timeframes (overlapping dates) will only count once for calculating the number of years and months of qualification experience.

If the number of years and months for a project was not indicated on the Bidder Qualification form "Experience gained on this cited Project" and the Bidder checked "yes" to meeting the total experience on the project cited, then the Bidder will only receive experience credit for the minimum number of years required for that requirement **OR** will receive the number of years indicated on the start/end date of the Bidder Qualification form, whichever is less.

Bidders that do not complete and submit all required Bidder qualification forms with their bid may be considered non-responsive and may be the basis for rejecting the Bidder's bid.

## 5.6. COST REQUIREMENT EVALUATION

After [SECTION 3.2. ADMINISTRATIVE REQUIREMENTS](#) and [SECTION 3.3. QUALIFICATION REQUIREMENTS](#) have been evaluated, the Evaluation Team will evaluate the cost workbook (Bidder's response to Volume 2). The evaluation team will verify the cost workbook is complete and free of mathematical errors. If appropriate, errors will be corrected in accordance with [SECTION 5.2.2. ERRORS IN THE BID](#).

After the initial completeness and accuracy review, the evaluation team will review the individual line item pricing, to determine fair and reasonable costs. Each category will be independently evaluated. All line items included in the Bidder's cost workbook must contain the following information:

1. Category of Data Logger Items:
  - a. Equipment or related service item listed in applicable category
    - i. Alternative item equivalent may be considered
  - b. Description/Specifications of the item listed
  - c. Unit of Measure
  - d. Product Identifier (example: SKU #)
  - e. Manufacturer's Suggested Retail Price (MSRP)(catalog price for each item)
  - f. Discount percentage (%) off the published MSRP (the State is seeking a minimum of 10%)
  - g. Contract price (unit price for each item after discount)
2. If available, Bidder shall provide a public-facing link to a searchable catalog that includes Category Items and all MSRP catalog items (referred to as an 'electronic catalog') on the [EXHIBIT B: COST WORKBOOK](#), Tab #1 - Cover Page. **For evaluation purposes only, the State is requesting Bidders to submit a completed [EXHIBIT B: COST WORKBOOK](#) to include the public-facing catalog items.**

Cost Requirements will be evaluated as a pass/fail. If a Bid fails to meet any mandatory requirement specified in [SECTION 3.4. COST REQUIREMENT](#), it will be considered a deviation in accordance with Section [SECTION 2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS](#).

Any elements not specifically priced or identified in the Bidder's cost workbook, or those that are identified after Contract Award as necessary to meet the requirements of this solicitation, will be at no additional cost to the State.

**NOTE:** It is imperative that no cost information be included anywhere outside of [EXHIBIT B: COST WORKBOOK](#) may be considered non-responsive and may be the basis for rejecting the Bidder's bid.

## 5.7. BID EVALUATION RESULTS

The evaluation team will document the results of each Bidder's evaluation to determine which Bids are eligible for negotiations with the State.

## 6. NEGOTIATIONS

This solicitation is being conducted under the authority of CDT pursuant to Public Contract Code (PCC) §6611, which provides the authority to use a competitive negotiation process when the State's business needs or the purpose of a procurement or contract is known, but negotiation is necessary to ensure the State receives the best value or the most cost-efficient goods, services, information technology, and telecommunications technology.

Negotiations allow the State and Bidder an opportunity to discuss items that could, in the State's opinion, enhance the Bidder's bid and potential for award. Negotiations are not intended to allow a Bidder to completely rewrite its bid. The negotiations are exchanges between the State and the Bidder, which are undertaken with the intent of allowing the Bidder to revise its bid only in areas determined by the State during the negotiation process. Negotiations will be conducted either orally or in writing.

The State may discuss any aspect of the Bidder's bid that could, in the opinion of the State, be altered or explained to enhance the bid's potential for award. However, the State is not required to discuss every area where the Bidder's bid could be improved. The scope and extent of negotiation exchanges are the matter of the State's judgment. The State reserves the right to modify or cancel this Solicitation in its entirety or in part at any time.

At the State's discretion, the State will determine the topics for negotiation and reserves the right to revise the scoring criteria for Best and Final Offer evaluation to obtain the best value solution.

Award of a contract, if made, will be to the Bidder(s) that meet and/or exceed the State's requirements

and provides the best value to the State. All aspects of the Bidder's bid are confidential until after the issuance of the notification of award.

## **6.1. PROCEEDING TO NEGOTIATIONS**

The State will use the following non-negotiable item(s) to determine if a Bidder's response is successful and the Bidder is eligible to participate in the negotiation process:

1. The Bidder must have a CDT OSTP approved eVAQ application on file by the bid submission due date of this IFB, specified in [SECTION 2.3. KEY ACTION DATES](#) .

Negotiated items will be determined by the State after bids are evaluated. If a Bidder's bid deviates from any of the non-negotiable requirements above, the bid may be basis for rejection and not considered for negotiation or Contract Award. Failure to meet any requirement other than the mandatory non-negotiable requirements may be considered non-responsive and may be basis for rejecting the Bidder's bid.

## **6.2. NEGOTIATION INVITATION**

Bidder(s) invited to participate in negotiations will receive an Invitation to Negotiate with the following information:

1. The general purpose and scope of the negotiations;
2. The anticipated schedule for the negotiations;
3. The procedures to be followed for negotiations; and
4. Confirmation of negotiation attendance within two (2) working days of invitation.

The Bidder(s) must submit any additional information requested by the State by the due date specified in the Invitation to Negotiate letter.

## **6.3. BEST AND FINAL OFFER SUBMISSION (BAFO)**

At the conclusion of negotiations, the State may request a best and final offer (BAFO) submission. The intent of the BAFO is to clarify and document understandings reached during negotiations. The State will include a date and time for submission of the BAFO. A Bidder's BAFO is an irrevocable offer for one hundred and twenty {120} calendar days following the Contract Award date specified in [SECTION 2.3. KEY ACTION DATES](#) . A Bidder may extend the offer in the event of a delay in the Contract Award.

## **6.4. EVALUATION OF BAFO SUBMISSION**

The State will evaluate the BAFO submission based on topics negotiated. BAFOs will be evaluated using the criteria and methodologies described in [SECTION 5. EVALUATION](#) or a BAFO addendum, if issued for purposes of this solicitation's negotiations.

## **7. CONTRACT AWARD**

Contract Award, if made, will be to the Bidder(s) that meet(s) and/or exceed(s) the State's requirements and provide(s) the best value to the State and will occur pursuant to the Key Action Dates of the solicitation document specified in [SECTION 2.3. KEY ACTION DATES](#) . However, the State, at its sole option, may change the Contract Award date.

The State will publish a Notification of Award to all Bidders that have submitted a bid in response to this solicitation. Notification of Award will be sent at the time of Agreement execution.

All aspects of the Bidder's bid are confidential until after the issuance of the Notification of Award.

## **8. DEBRIEFING**

A debriefing may be held within fifteen (15) calendar days following Contract award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the bid requirements and/or cost evaluations of the Bidder's bid. A debriefing is not the forum to challenge the solicitation specifications or requirements. Statements made during the debrief are non-binding on the State and are intended for informational purposes only.

## **9. PROTESTS**

This procurement process does not include any provisions to protest either the process or resulting contract award(s). However, pursuant to PCC § 6611(d), an unsuccessful Bidder may file a petition for a writ of mandate in accordance with Section 1085 of the Code of Civil Procedure. The venue for the petition for a writ of mandate will be Sacramento, California.

## ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/ REQUEST FOR CHANGES

The Bidder is required to use the format listed below when submitting questions and request for changes to the Procurement Officer listed in [SECTION 2.2.1. PROCUREMENT OFFICER](#). Written questions and request for changes must be submitted in Microsoft Excel or Word version. Instructions are as follows:

**Name of Bidder** – Provide the name of the bidding firm

**Contact Person** – Provide the name of the person to contact if the State needs clarification about the question.

**Contact Email and Phone Number** – Provide the email and phone number (including area code) for the listed contact person.

**Q #** – Sequentially number each question/request for change, always starting at one (1) for each submission.

**Section/Document(s)** – Identify the section or document the request pertains to, such as “Invitation to Bid , [SECTION 1.2. TERM OF CONTRACT](#).”

**Page #** – Identify the page number of the section/document name or title the question pertains to.

**Question/Request for Change** – Write the question and/or request for change in this column. If the Bidder is requesting a change, the Bidder must apply track changes to ensure the requested change is evident.

**Bidder’s Rationale for Change Requests** - Provide an explanation for the requested change.

Expand or reduce the number of rows to accommodate the number of questions.

| QUESTION/REQUEST FOR CHANGES FORM |                     |        |                      |                    |
|-----------------------------------|---------------------|--------|----------------------|--------------------|
| Name of Bidder:                   |                     |        |                      |                    |
| Contact Person:                   |                     |        |                      |                    |
| Contact Email and Phone Number:   |                     |        |                      |                    |
| Q #                               | Section/Document(s) | Page # | Question/Request for | Bidder's Rationale |

| QUESTION/REQUEST FOR CHANGES FORM |  |  |        |                    |
|-----------------------------------|--|--|--------|--------------------|
|                                   |  |  | Change | for Change Request |
| 1                                 |  |  |        |                    |
| 2                                 |  |  |        |                    |
| 3                                 |  |  |        |                    |
| 4                                 |  |  |        |                    |

## ATTACHMENT 2: INTENT TO BID FORM

The Bidder should complete and submit this form per the instructions.

**Bidder's Legal Company/Firm Name:** \_\_\_\_\_

| INTENT TO BID SELECTION (select one): |                                                                                                                                                                                                                                                                                    |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>              | Intends to submit a bid and has no issues with the solicitation requirements.                                                                                                                                                                                                      |
| <input type="checkbox"/>              | Intends to submit a bid but has one (1) or more issue(s) with the requirements. (Use <a href="#">ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES</a> and submit by the dates specified in <a href="#">SECTION 2.3. KEY ACTION DATES</a> .)                       |
| <input type="checkbox"/>              | Does not intend to submit a bid and has one (1) or more issues(s) with the solicitation requirements. (Use <a href="#">ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES</a> and submit by the dates specified in <a href="#">SECTION 2.3. KEY ACTION DATES</a> .) |

| The Bidder's Authorized Representative or Corporate Officer: |  |
|--------------------------------------------------------------|--|
| Bidder/Firm Name:                                            |  |
| Printed Name of Authorized Representative:                   |  |
| Title/Role:                                                  |  |
| Phone Number:                                                |  |
| Email:                                                       |  |
| Signature:                                                   |  |
| Date:                                                        |  |

## **ATTACHMENT 3: CONFIDENTIALITY STATEMENT FORM**

The Bidder must complete and submit this form with its response.

As an authorized representative or corporate officer of the company name below, I have the authority to bind the company contractually, and I agree that all persons employed by this company will adhere to the following policy:

All information belonging to the California Department of Technology (CDT) or its affiliated agencies is considered sensitive and confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all project information including (but not limited to) information concerning the planning, processes, development or procedures of the project, and all communication with CDT or its affiliates related to any procurement process, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless CDT has on file a Confidentiality Statement signed by the other person(s), and the disclosure is authorized and necessary for the project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the project relating to the confidentiality of project information.

I fully understand that any unauthorized disclosure I make may be basis for civil and/or criminal penalties. I agree to advise the Procurement Officer immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

I warrant that if my company is awarded the Contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

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

In addition to all the confidentiality requirements set forth in the General Provisions, upon Contract award, Bidder to submit a signed confidentiality statement from all personnel, agents, and subcontractors

assigned to the awarded Contract.

| The Bidder's Authorized Representative or Corporate Officer |  |
|-------------------------------------------------------------|--|
| Bidder/Firm Name:                                           |  |
| Printed Name of Authorized Representative:                  |  |
| Title/Role:                                                 |  |
| Phone Number:                                               |  |
| Email:                                                      |  |
| Signature:                                                  |  |
| Date:                                                       |  |

## ATTACHMENT 4: COVER LETTER FORM

The Bidder must complete and submit this form with its response.

| COVER LETTER REQUIREMENTS                                                                                                                                                                                                                                                                                                                                                                                                             | BIDDER AGREES<br><br>YES/NO                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| The Bidder agrees this bid is an irrevocable offer per <a href="#">SECTION 2.4.8. IRREVOCABLE OFFER.</a>                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| The Bidder agrees to the terms and conditions of this solicitation and accepts responsibility as the prime contractor if awarded the contract resulting from this solicitation.                                                                                                                                                                                                                                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| The Bidder agrees to having available staff with the appropriate skills to complete the contract for all services as described in this solicitation and SOW.                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <p>The Bidder has completed and submitted the eVAQ application and has been deemed approved by OSTP. The Bidder hereby certifies that all information submitted in the eVAQ is true, correct, and complete as of the date of submission, and that such information is incorporated herein by reference and made a part of this bid.</p> <p><b>OSTP approved eVAQ number:</b></p>                                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| The 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. Refer to General Provision Section 22 for the GenAI Disclosure Obligations. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| This form is signed by an individual who is authorized to bind the bidding firm contractually. The individual's name must also be typed, and include the title or position that the individual holds in the firm. An unsigned bid may be rejected.                                                                                                                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |

| Bidder's Information                       |  |
|--------------------------------------------|--|
| Bidding Firm's Legal Name:                 |  |
| Bidding Firm's Address:                    |  |
| Printed Name of Authorized Representative: |  |
| Title/Role:                                |  |
| Address:                                   |  |
| Phone Number:                              |  |
| Email:                                     |  |
| Signature:                                 |  |
| Date:                                      |  |

## ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS

The Bidder must complete and submit this form by indicating agreement to each of the administrative requirements in the table below as described in [SECTION 3.2. ADMINISTRATIVE REQUIREMENTS](#) . By indicating “Yes,” the Bidder affirms that it understands the requirement and agrees to comply with the requirement. Answering “No” to any of the mandatory administrative requirements in the bid will deem the Bidder non-responsive and may be the basis for rejecting the Bidder’s response.

| ADMINISTRATIVE REQUIREMENTS                                                                            | Bidder Agrees<br>Yes / No                                |
|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <a href="#">SECTION 3.2.4. ABILITY TO PERFORM</a>                                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.5. PRIMARY BIDDER</a>                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.6. SUBCONTRACTORS</a>                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.9. AMENDMENT</a>                                                               | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.12. FINANCIAL RESPONSIBILITY INFORMATION</a>                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.10. GENERAL PROVISIONS</a>                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.11. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)<br/>DISCLOSURE NOTIFICATION</a> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.8. STATEMENT OF WORK</a>                                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.13. HARDWARE/EQUIPMENT</a>                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.14. SOCIOECONOMIC PROGRAMS</a>                                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No |

## **ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105**

In accordance with [SECTION 3.2.7. BIDDER DECLARATION FORM \(M\)](#), the Bidder must complete and submit with its response the Bidder Declaration GSPD-05-105 form.

The form and its instructions are available as a fill and print PDF at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

## ATTACHMENT 7: BIDDING PREFERENCES AND INCENTIVES

The Bidder must complete all of the sections below and submit with its response.

1. SMALL BUSINESS PREFERENCE:

Bidder must check the appropriate box from the choices below.

| SMALL BUSINESS PREFERENCE |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>  | I am a DGS certified Small Business and claim the Small Business Preference.<br><br>My DGS Small Business certification number is:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>  | I have recently filed for DGS Small Business certification. I have not yet been certified, but I am claiming the Small Business Preference.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <input type="checkbox"/>  | I am not a DGS certified Small Business, but 25% or more of the net bid price will go to a DGS certified Small Business subcontractor(s) performing a Commercially Useful Function and therefore, I am claiming the Small Business preference.<br><br>Bidder must complete and submit <a href="#">ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105</a> , indicating the percentage of the net bid price that will be received by each DGS certified Small Business subcontractor. The form can be found at the following link:<br><br><a href="https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf">https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf</a> |
| <input type="checkbox"/>  | I am not claiming the Small Business Preference.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

2. DVBE INCENTIVE:

Bidder must check the appropriate box from the choices below.

| DVBE INCENTIVE           |                                                                                                                        |
|--------------------------|------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | I am a DGS certified DVBE and claim the DVBE Incentive.<br><br>My DGS DVBE certification number is:                    |
| <input type="checkbox"/> | I have recently filed for DGS DVBE certification. I have not yet been certified, but I am claiming the DVBE Incentive. |

| DVBE INCENTIVE           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <p>I am not a DGS certified DVBE, but a percentage of the net bid price will go to a DGS certified DVBE subcontractor(s) performing a Commercially Useful Function and therefore, I am claiming the DVBE Incentive.</p> <p>Bidder must complete and submit a <a href="#">ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105</a>, indicating the percentage of the net bid price that will be received by each DGS certified DVBE subcontractor. The Bidder must also complete and submit an <a href="#">ATTACHMENT 8: DVBE DECLARATIONS</a>, for each DVBE subcontractor, signed by the DVBE owner/manager. The forms can be found at the following links:</p> <p><a href="https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf">https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf</a></p> <p><a href="https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf">https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf</a></p> |
| <input type="checkbox"/> | <p>I am not claiming the DVBE Incentive.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

## **ATTACHMENT 8: DVBE DECLARATIONS**

In accordance with [SECTION 3.2.14.4. DISABLED VETERAN BUSINESS ENTERPRISE \(DVBE\) PROGRAM](#), the Bidder must complete and submit with its bid the STD. 843, Disabled Veteran Business Enterprise Declarations form, if applicable.

The form and its instructions are available as a fill and print PDF at: [https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd_843.pdf)

## ATTACHMENT 9: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION

The Bidder must complete and submit this form with its bid.

|                                                                                              |
|----------------------------------------------------------------------------------------------|
| <b>Bidder name</b>                                                                           |
|                                                                                              |
| <b>Subcontractor Name (submit one form for each SB/DVBE (prime and/or subcontractor[s]))</b> |
|                                                                                              |

**Mark all that apply:** ☐ DVBE ☐ Small Business ☐ Micro Business ☐ N/A

All certified small business (SB), micro business (MB), and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

Answer questions 1-5 below, as they apply to your company for the goods and/or services being acquired in this solicitation. A California certified SB, MB, or DVBE business must be deemed to perform a Commercially Useful Function (CUF) by meeting **ALL** of the following CUF requirements for Contract award consideration.

| CUF Requirements |                                                                                                                                                                                                                                                                                                                |                              |                                                                   |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------|
| 1.               | Is responsible for the execution of a distinct element of the resulting Contract.                                                                                                                                                                                                                              | Yes <input type="checkbox"/> | No <input type="checkbox"/>                                       |
| 2.               | Carries out its obligation by actually performing, managing, or supervising the work involved.                                                                                                                                                                                                                 | Yes <input type="checkbox"/> | No <input type="checkbox"/>                                       |
| 3.               | Performs work that is normal for its business services and functions.                                                                                                                                                                                                                                          | Yes <input type="checkbox"/> | No <input type="checkbox"/>                                       |
| 4.               | Is responsible, with respect to products, inventories, materials, and supplies required for the Contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment. If this is a SERVICE with <b>NO</b> goods involved, check <b>N/A</b> and go to #5. | Yes <input type="checkbox"/> | No <input type="checkbox"/><br>or<br>N/A <input type="checkbox"/> |
| 5.               | Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.                                                                                                                                                                       | Yes <input type="checkbox"/> | No <input type="checkbox"/>                                       |

If the answer to any of the five (5) questions is "NO" (except for #4 when marked with "N/A"), may result in your bid being deemed non-responsive.

The Bidder must provide a written statement below detailing the role, services and goods the subcontractor(s) will provide to meet the commercially useful function requirement. If the Bidder is not claiming a SB or DVBE, indicate "Not claiming a preference" in the box below.

| Written Statement or Statement of No Claim |
|--------------------------------------------|
|                                            |

At the State's option prior to award, the Bidder may be required to submit additional written clarifying information.

By signing this form, the undersigned Bidder certifies that the Certified Small Business or DVBE satisfies the Commercially Useful Function requirement, and will provide the role, services, and/or goods stated above.

| The Bidder's Authorized Representative or Corporate Officer |  |
|-------------------------------------------------------------|--|
| Printed Name of Authorized Representative:                  |  |
| Title/Role:                                                 |  |
| Signature:                                                  |  |
| Date:                                                       |  |

## **ATTACHMENT 10: BIDDER QUALIFICATION FORM**

- a) Refer to the Excel Workbook file on Cal eProcure labeled, “[Attachment 10: Bidder Qualifications](#)” for submission of your response.
- b) The Bidder Qualifications shall be completed in accordance with the instructions in the [SECTION 3.3.1. BIDDER QUALIFICATIONS \(M\)](#).

## **ATTACHMENT 11: STATEWIDE CONTRACT USAGE REPORT TEMPLATE**

a) Refer to the Excel Workbook file on Cal eProcure labeled, "STATEWIDE CONTRACT USAGE REPORT TEMPLATE".

## EXHIBIT A: APPENDIX A - STATEMENT OF WORK



Invitation For Bid IFB

STP-SW-DLS-26

### PART 2 – BIDDER RESPONSE

FOR

DATA LOGGER SERVICES (DLS)

**ADDENDUM #3**

December 18, 2025

**February 24, 2026**

Issued by:

**STATE OF CALIFORNIA**

California Department of Technology

Part 1 of the solicitation contains the Bidder and bidding instructions, bid form instructions, solution requirements and instructions, and all other instructional/compliance information that the Bidder must meet in order to be considered responsive and responsible to the solicitation.

Part 2 of the solicitation contains all forms a Bidder must complete and return with its bid, including administrative forms, qualification forms, requirement responses and all exhibits/attachments discussed in Part 1.

**Disclaimer: The original PDF version and any subsequent solicitation addendums released by the Procurement Official of this solicitation remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications or provisions (which constitute the Contract), the official State version of the solicitation in its entirety shall take precedence.**

## STATEMENT OF WORK

### 1. Introduction

This Statement of Work (SOW) defines the equipment, services, and responsibilities of (awarded Contractor's Name), hereinafter referred to as "Contractor", and the California Department of Technology, hereinafter referred to as "CDT" or the "State" to provide data loggers equipment and related services described herein during the term of this Agreement. In addition, the Contractor shall adhere to and meet the requirements as set forth in the corresponding data logger IFB and throughout the Bidder's bid including the cost requirements.

The use of this CDT statewide contract is not mandatory. The Contracts will be available for use by State of California departments and any federal, city, county, special district, educational agency, tribal entity, local government, or corporation empowered to expend public funds.

The term "Contract" or "Agreement" will be used interchangeably throughout this SOW.

### 2. Background and Purpose

This Contract provides State departments and agencies, local government, and federal agencies/entities the opportunity to procure data logger equipment, software, and related services.

Data Logger equipment and related services for this Statewide contract are classified into eight (8) categories as listed below:

- Category 1: Datalogging & Communication:
  - Dataloggers, Datalogger & Cell Modem Combo, Cell Modem and other wireless communication, Geostationary Operational Environmental Satellite (GOES) Transmitter, Water Quality (WQ) Sensor and Integrated Data logger (Example: Onset HOBO Loggers)
- Category 2: Water Quality Monitoring:
  - WQ Sensor/Probe/Electrode, WQ Analytical Instrument, WQ Sonde, WQ Handheld, WQ Controller/Transmitter, Auto Samplers
- Category 3: Water Level Monitoring:
  - Water Level (WL) Sensor (Bubblers, Pressure Transducers, shaft encoders)
- Category 4: Flow Measurement:
  - Acoustic Doppler Current Profiler (ADCP), Portable Flowmeters

- Category 5: Meteorological Equipment:
  - Meteorological Sensors (Wind, Air Temp, Relative Humidity, Solar Radiation, etc.)
- Category 6: Accessories:
  - Cables, Data Buoys, Batteries, Tools, Signal Output Adapters, Bluetooth Connectors, Antennas, etc.
- Category 7: Software, Software Licenses (Annual or multi-year etc.) & Data Services (Data access, storage and management):
  - Accessory, Software, and Firmware updates.
- Category 8: Maintenance, Repairs, Configuration, and Installation

All data logger equipment listed on this contract must be sold by an authorized reseller. Below is a list of manufacturing companies offering data logger equipment. This list is not all-inclusive and is provided as a reference only.

- Xylem (Yellow Springs Instruments (YSI), Sontek, etc.)
- In-Situ
- Campbell Scientific
- Hach Company
- Dust-Solve, LLC
- HydroLab
- Eureka
- Seabird
- Onset
- OTT
- PP Systems
- Licor
- Turner Designs
- Oakton
- Foxboro
- Eutech
- Cole-Parmer
- Thermo Fisher Scientific
- RM Young
- Veolia
- Solinst

### 3. Term of the Contract

Effective upon approval of CDT, Office of Statewide Technology Procurement (STP), the base term of the Contract is four (4) years. The State, at its sole discretion, may exercise its option to execute up to three (3) optional, two (2) year extensions for a maximum Contract term of ten (10) years (includes the Base Contract term plus all optional extensions).

### 4. Contract Representatives

The Contractor shall provide the CDT-OSTP Contract Administrator team the contact information of its Contract Manager directly responsible for managing this Statewide. The Contractor shall notify the OSTP State Contract Administrators, within 10 business days, of any change(s) in the Contractor's Contract Manager's contact information.

All notices required by, or relating to, this Contract shall be in writing and shall be sent to the parties below:

| CONTRACT REPRESENTATIVES                         |                                       |                 |  |
|--------------------------------------------------|---------------------------------------|-----------------|--|
| State: California Department of Technology (CDT) |                                       | Contractor: TBD |  |
| Name:                                            | CDT Statewide Contract Administrators | Name:           |  |
| E-mail Address:                                  | cdtstatewides@state.ca.gov            | E-mail Address: |  |

All inquiries during the term of this Agreement will be directed to the contract contacts listed above. Contract representatives may be changed by written notice without amending this Agreement.

### 5. Administrative Fee

The Contractor agrees that CDT will collect the administration fee associated with all State of California purchases made from this Contract. The Administrative fee will be equal to one point three one percent (0.0131) of the sales for the quarterly period.

1. The administrative fee shall not be included as an adjustment to Contractor's pricing.
2. The administrative fee shall not be invoiced or charged to the ordering department/agency.
3. Payment of the administrative fee is due irrespective of payment status on orders or service

contracts from a purchasing entity.

4. The administrative fee is applied to completed orders and shall not include taxes or shipping.

## 6. Usage Reporting

The Contractor shall submit the usage reports for all orders invoiced on a quarterly basis to the CDT State Contract Administrators in [SECTION 4. Contract Representatives](#) for all Ordering Agencies' purchases using the report template in [ATTACHMENT 11: STATEWIDE CONTRACT USAGE REPORT TEMPLATE](#). Additional report requirements are as follows:

- a. The report is due even when there is no activity.
- b. The report shall be an Excel spreadsheet transmitted electronically to the CDT State Contract Administrator identified in [SECTION 4. Contract Representatives](#).
- c. Any report that does not follow the required format or that excludes information will be deemed incomplete. The Contractor will be responsible for submitting corrected reports within five (5) business days of the date of written notification from the State.
- d. Tax or shipping must not be included in the report, even if it is on the order request.
- e. Reports are due for each quarter as follows:

| REPORTING PERIOD | DUE DATE |
|------------------|----------|
| JAN 1 to MAR 31  | APR 30   |
| APR 1 to JUN 30  | JUL 31   |
| JUL 1 to SEP 30  | OCT 31   |
| OCT 1 to DEC 31  | JAN 31   |

Failure to meet reporting requirements and submit the reports on a timely basis may constitute grounds for suspension of this contract. Contractors are responsible to be current for all Usage Reports and Administrative Fee remittance submissions owed to the State prior to execution of Amendments for term extensions.

## 7. Amendment

The Agreement may be amended, consistent with the terms and conditions of the Agreement, and by mutual consent of both parties, subject to approval by the CDT Office of Statewide Technology Procurement (OSTP) under Public Contract Code (PCC) Section 12100. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved by oversight agencies if required. No oral understanding not incorporated in the Agreement is binding on any

of the parties.

## **8. Contractor Name Change**

An amendment is required to change the Contractor's name as listed in this Agreement. Upon receipt of legal documentation of the name change, California Department of Technology will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

## **9. Equipment Requirements and Specifications**

Equipment Requirements and Specifications include:

- Equipment must be new and free from defects.
- Primary equipment must be Original Equipment Manufacturer (OEM). Accessories to the primary equipment can be from third-party companies.
- Sondes and Sensors must provide verification of factory calibration to perform expected quality control (QC) standards.

## **10. State's Roles and Responsibilities**

1. The State shall provide a liaison (s) for the purchase of goods or services for each order issued off the resulting Contract.
2. The State shall make the required written notifications of any deviations with the requirements of the Contract and issues/problems discover throughout the various phases of the project to the Contractor.
3. The State shall make written notifications of any deliverables that fail to meet or comply with the minimum requirements of this solicitation.
4. The State shall have the responsibility of deliverable acceptance and contract completion determination.
5. The State shall work with the Contractor to mitigate, troubleshoot, and resolve any identified issues.
6. The State shall be responsible for providing oversight, coordination, and program management for the duration of the contract.
7. Unless otherwise stated in the Statement of Work (SOW), the State shall be responsible for installation, configuration, and operational testing of the deliverable.
8. The State shall be responsible for troubleshooting the delivered items/products when applicable.
9. Upon installation of each system, the State shall provide the necessary resources to assist with the troubleshooting and resolution/mitigation of any issue with the equipment.

## 11. Contractor's Roles and Responsibilities

The Contractor is responsible for performing the following tasks (and providing the associated deliverables) during the Contract Term as part of the executed Contract.

1. All deliverables provided shall meet the minimum requirements of this contract.
2. The Contractor shall provide a primary contact person(s) to work with the State for the duration of the contract and warranty period.
3. The Contractor shall be responsible to ensure deliveries are made within the terms specified for each order of the contract.
4. The Contractor shall provide technical and warranty support for standard business hours, Monday to Friday from 9:00 AM to 5:00 PM.
5. Maintenance and support must be provided by authorized Contractor staff or trained representatives.

## 12. Contractor Tasks and Deliverable Requirements

### A. Contractor's Tasks

#### Maintenance

1. Contractor is tasked with providing timely repairs and maintenance on applicable data logger equipment accessories. Please see [SECTION 23. Maintenance and Repairs](#).

#### Software and Cloud Offerings

1. Maintain user access and technical support for new and existing software purchases
2. Provide updates, upgrades, and modifications to software and notification to the State.
3. Provide technical support

### B. Contractor's Deliverables

#### Maintenance

1. Contractor shall provide maintenance and calibration reports, list of recommended repairs (if needed) and detailed repair quotes. The contractor will record the hardware, parts, and services provided within the final report.
2. All work to be performed at location mutually agreed upon between State department and Contractor.

### Software and Cloud Offerings

1. Provide software electronically or through secured user access to website for use of Data, ability to download data.

### Equipment

1. Provide equipment as specified in this contract and order request.

## **13. Manufacturer's Suggested Retail Price (MSRP)**

The Contractor shall provide to participating State agencies a Manufacturer's Suggested Retail Price (MSRP) unit price for each item (referred to as a published 'catalog price') for all equipment and related services for the term of the contract, including optional extensions.

The Contractor's mandatory percent fixed discount off of the catalog price for all equipment and related services can be found on the [EXHIBIT B: COST WORKBOOK](#). The fixed discount provided on the [EXHIBIT B: COST WORKBOOK](#) shall be provided for the term of the contract, including optional extensions.

Contractors may offer greater discounts and/or lower prices than those published in their cost workbook.

## **14. Price & Technology Refresh**

- A. The Contractor providing a [EXHIBIT B: COST WORKBOOK](#) every two (2) years, from the contract award date. Submissions must occur between January 1 and January 31 to reflect changes in pricing and technology during the contract term. The Contractor is solely responsible for notifying the CDT Statewide Contract Administrator via the email provided in [SECTION 4. Contract Representatives](#). The Contractor shall provide supporting documentation necessary to justify the price change to CDT Statewide Contract Administrator. If the Contractor fails to make a request and submit supporting documentation to the CDT Statewide Contract Administrator within the timeframe noted above, the Contractor shall be deemed to have waived its right to any rate adjustment or technology refresh. Any rate increases shall not be effective until an amendment is executed.
- B. Contractors providing a public-facing link to a searchable catalog that includes Category Items and all MSRP catalog items (referred to as an 'electronic catalog') may update prices and technology as frequently as needed. For price changes above 15% per item, the Contractor must contact the CDT Statewide Contract Administrator to provide supporting documentation justifying the proposed price increase. Any rate increases above 15% shall not be effective until CDT's written approval.

## **15. Order Placement**

Order requests shall be executed on or before the expiration date of this Statewide Contract term. The Contractor must complete all order requests and the delivery of goods/services within 12 months following the expiration of this Statewide Contract.

## **16. Free on Board (F.O.B.) Destination**

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

## **17. Order Confirmation**

The Contractor shall provide the Ordering Agency with an order receipt confirmation containing a unique order number via e-mail within two (2) business days of receipt of the Order Request. The Contractor shall accept the Form 20A Statewide Telecommunications/Information Technology Order Request for state purchase execution, local government, and federal entities' applicable orders.

The order confirmation shall include at least the following:

1. Ordering Agency Name;
2. Agency Order Request Number; and,
3. CDT Statewide Agreement Number
4. Description of Goods/Services
5. Total Cost
6. Anticipated Delivery Date

## **18. Inspection/Acceptance**

Inspection and acceptance shall be in accordance with the General Provisions, Section 6 titled Inspection, Acceptance and Rejection.

## **19. Quality Control Inspection and Testing Procedure**

The state reserves the right to inspect and test delivered data logger equipment. Testing of data logger equipment will be performed by the state or Contractor prior to use, as specified at the Ordering Agency level.

If cause for rejection is established, all of the data logger equipment of the model type in question from the order request shall be rejected. The remainder of the unsatisfactory equipment shall be shipped back

to the Contractor at the Contractor cost within 48 hours written notice to the Contractor for a full refund at Contractor's cost.

## **20. Delivery**

1. Deliveries are to be made statewide to the location specified on the individual order request, which may include, but not limited to inside buildings, high-rise office buildings, and receiving docks.
2. Contractor is required to make deliveries during normal business hours or agreed upon by agency. Normal business hours are Monday through Friday 8:00am to 4:00pm.
3. Delivery is to be completed in full within 90 calendar days after receipt of order, unless otherwise specified on order request. Delivery shall be made to any State department within California and will be specified on individual purchase documents.
4. All shipments must comply with General Provisions - Telecommunication Section 7 "Shipping and Delivery; Transportation Cost."

## **21. Invoicing**

For services completed and signed off by the Ordering Agency, the Contractor shall render invoices as instructed on individual orders. The Contractor's Invoice shall include, at a minimum:

1. Contractor name, address, and telephone number
2. CDT Statewide Agreement Number as a result of this IFB
3. Agency Order Number (Order Request Number)
4. Invoice #
5. Order Detail
  - a. Product ID/SKU
  - b. Product Description
  - c. Quantity
  - d. Unit Cost
  - e. Grand Total

The state's obligation to make payment pursuant to the contract is subject to availability of appropriation funds. Receipt of a Statewide Telecommunications/Information Technology Order Request (Form 20A) under this contract is proof of funds for that order.

## **22. Sales Tax**

Sales Tax is not to be included in the cost workbook. If awarded, the contract Sales Tax, if applicable, should be added at the time of invoicing. The Sales Tax rate applied should be based on the rate of the

area where the service is to be provided. See the California Department of Tax and Fee Administration Sales and Use Tax Regulation 1502 (f) (1) (D).

## **23. Maintenance and Repairs**

The Contractor must provide the following Data Logger Repair and Maintenance Services:

1. All repairs and services will be performed by certified repair technicians.
2. All replacement parts will be new Original Equipment Manufacture (OEM) products.
3. Maintenance Process
  - a. If there is a repair or replacement that needs to occur due to inoperability of or damage to datalogger equipment, contractor shall perform a repair diagnostic test during normal business hours (Monday through Friday excluding federal holidays) upon receipt of equipment.
  - b. Prior to returning any equipment, the State of California shall obtain a Return Merchandise Authorization (RMA) number from the Contractor. The RMA number shall be clearly marked on the shipping label and included in all correspondence related to the returned equipment.
  - c. All repairs and diagnostic scheduling will be coordinated between the contractor and State department ahead of time.
  - d. After diagnostic testing is performed, the Contractor shall submit a repair quote to State department detailing the repairs (if needed), replacement parts and prices, the labor categories required with associated labor rates, and the number of labor hours required for each labor category.
  - e. Contractor shall complete the evaluation and send an estimate within 5 business days.
  - f. Contractor will not proceed with any work until they receive written permission from the State department contract manager.
  - g. If the State elects not to proceed with the recommended service, the Contractor may charge a reasonable diagnostic fee, if such a fee was disclosed in advance. The State reserves the right to request the return of any of the parts.
  - h. The Contractor shall complete all services within a mutually agreed time frame, subject to the availability of parts. Any anticipated delays shall be communicated to the State department in writing as soon as they are known.
  - i. All work to be performed at location mutually agreed upon between State department and Contractor.
4. Pricing for repair and maintenance services to be identified in the Contractor's published pricing in the following manner:
  - a. Flat-rate catalog cost for a specific type of repair.

- b. Hourly services catalog pricing including the catalog rates for parts including any applicable discounts.

5. Preventative Maintenance

- a. Annual check-up and preventative maintenance shall be performed in accordance with manufacturer's recommendations, and can include 1) equipment cleaning, 2) replacement/lubrication, 3) testing and firmware updates, 4) equipment evaluation, 5) equipment calibration, and 6) any additional required equipment testing.

## 24. Travel Costs

Travel costs shall not be included in the cost worksheets. If a subsequent ordering agency/entity RFO allows for travel costs, reimbursement for Contractor's personnel for travel, per diem, lodging, meals and incidentals shall not exceed State rates current at the time of purchase as defined in the California Department of Human Resources Rules 599.615 to 599.635 (or rates defined by Prevailing Wage Law, if applicable). This can be viewed at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Travel costs allowed by the RFO shall be itemized separately on the ordering agency/entity purchase contract.

## 25. Warranty

1. Warranty on Data Logger equipment is good for a minimum of one (1) year after delivery of the goods or the length of the Contractor's standard equipment warranty, whichever is longer.
2. Consumables are subject to the Contractor's standard equipment warranty.
3. The Contractor shall repair or replace equipment that fails within the warranty period at no additional cost to the Ordering Agency.

## 26. Recalls

The Contractor shall notify the OSTP Contract Administrator and Ordering Agencies via email within 14 calendar days, regarding any and all data logger equipment recalls related to this Contract. Notifications shall include a complete equipment description and/or identification, Statewide contract number, delivery order number, disposition instructions and any other necessary information. The Contractor shall issue replacement of equipment or credit for any equipment removed or recalled at the discretion of the Ordering Agency.

## 27. Knowledge Transfer and/or Training

Contractor shall provide either remote or in-person training for maintenance and updates of the data logger equipment at rates specified on [EXHIBIT B: COST WORKBOOK](#).

The Contractor shall provide showcases and training for new equipment upon release, at no cost to the State.

## **28. Escalation Process**

The parties shall use their best, good faith efforts to cooperatively resolve conflicts and problems that arise in connection with this Contract. When a conflict arises between the State and Contractor, both parties shall attempt to resolve the conflict pursuant to this Section if they agree in writing that use of this process shall be appropriate and likely to resolve the conflict. Both parties shall continue without delay to carry out all their respective responsibilities under this Contract while attempting to resolve the conflict under this Section.

Ordering departments/agencies and/or Contractor shall inform the CDT State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner if both parties are unable to resolve the conflict. This includes and is not limited to informal disputes, supplier performance, and/or outstanding deliveries.

## **29. General Provisions – Telecommunications**

The Contract awarded as a result of this solicitation shall automatically incorporate by reference the [General Provisions - Telecommunications \(Revised 06/06/2025\)](#).

## **30. Budget Contingency Clause**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the state shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this contract and the Contractor shall not be obligated to perform any provisions of this contract.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the state shall have the option to either cancel this contract with no liability occurring to the State, or offer a contract amendment to the Contractor to reflect the reduced amount.

## **31. Prompt Payment Clause**

Payment for services under this Contract shall be made in accordance with the State of California's Prompt Payment Act (Government Code Section 927 et seq.) The Prompt Payment Act requires State agencies to pay properly submitted, undisputed invoices within forty-five (45) calendar days of initial receipt.

## **EXHIBIT B: COST WORKBOOK**

### **1. COST WORKSHEETS**

- a) Refer to the Excel Workbook file on Cal eProcure labeled, “[EXHIBIT B: COST WORKBOOK](#)” for submission of your Cost Data.
- b) The cost workbook shall be completed in accordance with the instructions in the [SECTION 3.4. COST REQUIREMENT](#) and [SECTION 4. BID FORMAT AND SUBMISSION REQUIREMENTS](#).