**INVITATION FOR BIDS**

 **Translation/Interpretation Services**



IFB-22-402**-01**

www.energy.ca.gov/contracts/

State of California

California Energy Commission

December 2022

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| Attachments |
| 1 | Contractor Status Form |
| 2 | Darfur Contracting Act Form |
| 3 | Disabled Veteran Business Enterprise Declarations (DVBE) Std. Form 843  |
| 4 | Bidder Declaration Form GSPD-05-105 (List of subcontractors, including DVBE/Small Business/Microbusiness/Nonprofit Veteran Service Agency) |
| 5 | Contractor Certification Clauses |
| 6 | Cost Bid  |
| 7 | Sample Standard Agreement |
| 8 | California Civil Rights Laws Certification Form |

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| Scope of Work Attachments |
| A | Minimum Qualifications Certification |
| B | Code of Ethics, Professional Conduct and Confidentiality |
| C | Glossary of Terms and Acronyms |

# I. Introduction

**NOTE ABOUT SIGNATURES**

The California Energy Commission (CEC) may have waived the requirement for a signature on application materials for this solicitation for submissions. If a notice, regarding CEC’s waiver of the signature requirement appears here: [CEC Solicitation Website](https://www.energy.ca.gov/funding-opportunities/solicitations), the waiver applies to this solicitation. In the event of a conflict between the notice and any language in this solicitation regarding signatures, the notice will govern.

**Even if the requirement for signatures has been waived, applicants are still expected to adhere to the requirements of this solicitation as if they had signed.**

All attachments must be completed, as described in this solicitation and in the attachments themselves and included with your application. If you are an awardee, the CEC will require wet or certified electronic signatures on applicable attachments within 30 days after posting of the Notice of Proposed Award.

Acceptable certified electronic signatures:

* Electronic signatures that lock the file from further editing after signing are required).
* Certified electronic signatures created using Adobe Acrobat or DocuSign, with the feature selected to lock the file after signing and saving, are acceptable.
* Certified electronic signature programs, other than Adobe Acrobat and DocuSign, must be approved by the CEC prior to use. Please work with your assigned Commission Agreement Manager to determine if the certified electronic signature program is acceptable.

## Purpose of IFB

The purposes of this Invitation for Bids (IFB) are to obtain: 1) qualified interpretation services for the California Energy Commission (Energy Commission) when required, during all aspects of Cases/Committee Meetings, Hearings, Workshops, Zoom or Microsoft Teams conferencing, Proceedings and Conference Calls on an as-needed basis; and 2) qualified translation services for the Energy Commission when required to translate written documents.

## Key Activities and Dates

Key activities including dates and times for this IFB are presented below. An addendum will be released if the dates change for the asterisked (\*) activities. Added language appears in **bold underline.**

|  |  |
| --- | --- |
| **ACTIVITY** | **ACTION DATE** |
| IFB Release | 12/7/2022 |
| Deadline to Submit Written Question by 5:00 p.m.\* | 12/14/2022 |
| Distribute Questions/Answers and Addenda (if any) | 12/20/2022 |
| **Deadline to Submit Bid by 5:00 p.m.\*** | **1/5/2023** |
| Public Bid Opening | **1/12/2023 at 10:00 a.m. PST** |
| Notice of Proposed Award  | 1/13/2023 |
| Contract Start Date | 2/1/2023 |
| Contract Termination Date | 1/31/2025 |
| Potential one-year contract extension termination date | 1/31/2026 |

The public bid opening will be held virtually. Parties that would like to attend can do so using the link below:

[Public Bid Opening – IFB-22-402](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZTY5YWI4YjAtMTM5ZS00NWI1LWEyYTMtYTRjMzk2MDA1ZjNh%40thread.v2/0?context=%7b%22Tid%22%3a%22ac3a1244-13f4-4ef6-8d1b-baa27148194e%22%2c%22Oid%22%3a%22c3140ef9-26fe-488b-b82d-f8dfab8b563e%22%7d)

Meeting ID: 288 052 941 13
Passcode: DsJQTz

Or call in (audio only)

+1 916-306-7589,,361494683#   United States, Sacramento

Phone Conference ID: 361 494 683#

## Available Funding

There is $339,030 available for the contract resulting from this IFB. This is a cost reimbursement contract, and the award will be made to the responsible Bidder providing the lowest cost, after any applicable preference or incentive. At the conclusion of year 2, the Energy Commission may extend this Agreement to add one year of service for a total of 3 years. The agreement amount ($339,030) covers the initial 2-year period. If the Energy Commission exercises the option for year 3, the funding for year 3 will be added to the contract in an amount to be determined, based on rates bid and the Energy Commission’s use of the services for years 1 and 2. The extension for year 3 shall be in the form of a contract amendment to add one year and additional funding.

Available funding is contingent upon approval of the Energy Commission’s 2023, 2024 Budget. Funding shall be subject to the appropriation and availability for that purpose in the 2023, 2024 Governor’s Budget. In the event funds are not available, the Energy Commission shall have no further liability with regard to the agreement.

The Energy Commission reserves the right to reduce the contract amount to an amount deemed appropriate in the event the budgeted funds do not provide full funding of Energy Commission contracts. In this event, the Contractor and Energy Commission Agreement Manager (CAM) shall meet and reach agreement on a reduced scope of work commensurate with the level of available funding.

## Eligible Bidders

This is an open solicitation for public and private entities. Each agreement resulting from this solicitation includes terms and conditions that set forth the contractor’s rights and responsibilities. The University of California or U.S. Department of Energy National Laboratories must use either the standard or the pre-negotiated terms and conditions at the following website: (<http://www.energy.ca.gov/funding-opportunities/funding-resources>). All other entities must agree to use the attached standard terms and conditions (Attachment 7). The Energy Commission will not award agreements to non-complying entities. The Energy Commission reserves the right to modify the terms and conditions prior to executing agreements.

All corporations, limited liability companies (LLCs), limited partnerships (LPs) and limited liability partnerships (LLPs) that conduct intrastate business in California are required to be registered and in good standing with the California Secretary of State prior to its project being recommended for approval at an Energy Commission Business Meeting. If not currently registered with the California Secretary of State, applicants are encouraged to contact the Secretary of State’s Office as soon as possible to avoid potential delays in beginning the proposed project(s) (should the application be successful). For more information, contact the Secretary of State’s Office via its website at [www.sos.ca.gov](http://www.sos.ca.gov). Sole proprietors using a fictitious business name must be registered with the appropriate county and provide evidence of registration to the Energy Commission prior to their project being recommended for approval at an Energy Commission Business Meeting.

## Questions

During the IFB process, questions of clarification about this IFB must be directed to the Contracts Agreement Officer listed in the following section.

Potential Bidders shall carefully examine the qualifications and specifications of this IFB and may submit written questions via email. All questions must be received by the date indicated in the Key Activities and Dates section. Therefore, all communication should be directed in writing to the Commission’s Agreement Officer listed below.

Any verbal communication with an Energy Commission employee concerning this IFB is not binding on the State and shall in no way alter a specification, term, or condition of the IFB.

## Contact Information

Eunice Lemos-Adair, Commission Agreement Officer

California Energy Commission

715 P Street, MS-18

Sacramento, California 95814

E-mail: eunice.lemos-adair@energy.ca.gov

## Responses to This IFB

Responses to this solicitation shall be in the form of an Administrative Response and a sealed/formal Cost Bid Sheet using Attachment 6, Budget Forms, according to the format described in this IFB. The Cost Bid shall detail the Bidder’s budget to perform the tasks outlined in the Scope of Work.

## Reference Documents

Bidders responding to this IFB may want to familiarize themselves with the following documents:

<https://www.energy.ca.gov/event/meeting/2022-05/lithium-valley-commission-meeting-0> <https://efiling.energy.ca.gov/Lists/DocketLog.aspx?docketnumber=21-AFC-02>

# II. Scope of Work and Deliverables

## About This Section

This section describes the contract scope of work, deliverables and due dates under the direction of the Energy Commission Agreement Manager (CAM).

1. **TASKS**

**TASKS LIST**

|  |  |
| --- | --- |
| **Task #** | **Task Name** |
| 1 | Agreement Management |
| 2 | Interpretation of Live Events |
| 3 | Translation of Documents |

**OTHER INFORMATION**

Cancellation Policy

Minimum Qualifications of Interpreters/Translators

Code of Ethics, Professional Conduct and Confidentiality

Glossary of Terms and Acronyms

## ATTACHMENTS TO SCOPE OF WORK

|  |  |
| --- | --- |
| **Attachment** | **Attachment** |
| A | Minimum Qualifications Certification |
| B | Code of Ethics, Professional Conduct and Confidentiality |
| C | Glossary of Terms and Acronyms |

1. **PURPOSE OF AGREEMENT, PROBLEM/SOLUTION STATEMENT, AND GOALS AND OBJECTIVES**

### Purpose of Agreement

The purposes of this Agreement are to: 1) obtain superior interpreting services by qualified and experienced professionals for the Energy Commission, as required for Cases/Committee Meetings, Hearings, Workshops, Zoom or Microsoft Teams conferencing, Conference Calls and other meetings events or proceedings, herein referred to as “events”; and 2) obtain superior translation services by qualified and experienced professionals for written documents needed by the Energy Commission. This is a nonexclusive Agreement for interpreter/translator services and the Energy Commission does not guarantee any minimum amount of work under this Agreement. This is a service contract whose events are ongoing and interpretation and translation services are on an as-needed basis; due dates are also as requested by the Commission Agreement Manager (CAM).

Contractor shall provide qualified and experienced interpreters and translators in any of the following languages, including, but not limited to:

* Chinese (Mandarin and Cantonese, both traditional and simplified)
* Korean
* Spanish
* Vietnamese

“Qualified and experienced” interpreters and translators, for the purposes of this Agreement, are defined as meeting one or more of the Minimum Qualifications as detailed in Attachment A.

The Energy Commission may request other languages as needed. In these instances, the Contractor will charge the rates for “other languages” in Exhibit B, Attachment B-1 Rates.

“Other languages” may include, without limitation:

* Arabic
* Armenian
* Farsi
* Hindi
* Hmong
* Japanese
* Khmer
* Punjabi
* Russian
* Tagalog
* Thai

Many interpretation events are set in the Sacramento area, but others are near the proposed sites for power plants, as an example, which can be anywhere in California, including remote desert areas, or conducted in other parts of the state to make it convenient for the public to participate. Though rare, an event may even be set outside the state borders in Oregon, Nevada, or Arizona, at the closest convenient location to a proposed site. For purposes of this Agreement, the “Sacramento area” is a 30-mile radius from the Energy Commission Headquarters located at 715 P Street, Sacramento, CA 95814.

Energy Commission events may overlap in time (two or more events occurring at the same time) or location (two or more events occurring at different locations such that there is insufficient time for one person to travel between them).

**Problem/Solution Statement**

Outreach into local communities is crucial at events led by Energy Commission staff. Diverse communities throughout California require the Energy Commission to provide interpretation services at events in order to adequately communicate with the community and remove the language barrier. It is equally crucial that documents are accurately translated in a timely manner in order to provide them to a diverse audience.

**TASK 1 Agreement Management**

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement.

**Task 1.1 Kick-off Meeting**

The Contractor shall:

* Attend a “kick-off” meeting with the CAM and the Commission Agreement Officer (CAO). The meeting will be held virtually. The Contractor shall include their Project Manager, Contracts Administrator, Accounting Officer, and others designated by the CAM in this meeting. The administrative and scheduling aspects of this Agreement will be discussed at the meeting.

The CAM shall:

* Arrange the meeting including scheduling the date and time.
* Provide an agenda to all potential meeting participants prior to the kick-off meeting.

**Task 1.2 Invoices**

The Contractor shall:

* Prepare invoices for all reimbursable expenses incurred performing work under this Agreement in compliance with Exhibits B and C of the Terms and Conditions of the Agreement. Invoices must be submitted to the Energy Commission’s Accounting Office.

Deliverables:

* Invoices
* Receipts for reimbursable travel and per diem expenses for events outside the Sacramento area
* Verification of the qualifications and credentials of the interpreter for interpreting services provided and the qualifications and credentials of the translator and proofreader for translation services provided. The verification should include the signatures of the professionals who rendered the services.

**Task 1.3 Manage Subcontractors**

The goal of this task is to ensure quality products, to enforce subcontractor Agreement provisions, and in the event of failure of the subcontractor to satisfactorily perform services, recommend solutions to resolve the problem.

The Contractor shall:

* Manage and coordinate subcontractor activities. The Contractor is responsible for the quality of all subcontractor work and the Energy Commission will assign all work to the Contractor. If the Contractor decides to add new subcontractors, they shall 1) comply with the Terms and Conditions of the Agreement, and 2) notify the CAM who will follow the Energy Commission’s process for adding or replacing subcontractors.

**TASK 2 Interpretation of Live Events**

The goal of this task is to ensure interpreting is provided for events as scheduled by Energy Commission staff. Interpretation events are on an as-needed basis. Interpretation tasks may include but are not limited to the following: simultaneous and consecutive interpreting in-person and via Zoom, along with telephonic interpretation. Interpreters shall be qualified and experienced in interpreting for individuals, small to large groups, and large audiences. Discussions may be technical in nature. Examples of events requiring interpretation include, but are not limited to:

* Cases/Committee Meetings
* Hearings
* Workshops
* Telephone Conference Calls
* Online meetings/Zoom conferencing
* Other in-person meetings and proceedings

The Contractor shall:

* Provide qualified and experienced interpreters for events in all potential event locations. The Contractor must also provide the qualifications and credentials of the interpreter to the CAM prior to or during the event if requested by the CAM.
* Provide all necessary language services equipment, materials or tools as requested by the CAM, including without limitation, sufficient transmitters and headsets to reduce interference between the sounds in the room and the interpreter’s voice.
* Make interpreters available for the duration of the event. Events typically occur 8 a.m. to 7 p.m. Monday-Friday, excluding State holidays. Interpreters are required to remain until the conclusion of the event, as directed by the CAM, even if the event continues past the scheduled time. Evening hourly rates on Attachment 6, Cost Bid, are defined as working hours after 5 p.m.
* Secure required number of qualified interpreters within five working days’ notice.
* Confirm interpreter services scheduled for the upcoming work week with the CAM either by e-mail or telephone the Friday prior. If the prior Friday is a State holiday, the confirmation day will default to the prior business day. Contractor shall identify the name and credentials/qualifications of the assigned interpreter.
* Pay for all relevant expenses including, but not limited to, travel mileage, parking, and any incidental costs to providing the services listed above. Travel/Per Diem expenses incurred outside the Sacramento area are reimbursable. See <http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF> for current rates and allowable expenses. See Exhibit B, Attachment B-1 for the maximum Travel Rates per Hour for travel outside the Sacramento area.
* Ensure interpreters arrive promptly to scheduled events by the time indicated by the CAM. This is defined as being available to offer interpretation services at the scheduled start time of the event or to be available to set up for the event prior to the start time as indicated by the CAM. Interpreters shall verify the necessary equipment is fully functional for use at the designated location one hour before the event start time. The CAM will provide event start times.
* Provide the number of interpreters and equipment requested by the CAM. The CAM will specify the number of interpreters, type and size of audience and type of equipment needed.
* Upon request of the CAM, provide California Certified Administrative Hearings interpreters per Government Code section 11435.05 et seq. for administrative hearings in the languages specified by the CAM.
* Ensure interpreters are familiar with and prepared to interpret the scientific/technical/legal words, acronyms and phrases in the “Glossary of Terms and Acronyms” in Attachment C.

The CAM shall:

* Request interpreter services either by telephone or email five or more business days prior to the scheduled event (Standard Request). The request shall state the nature of the event, the time, location and date(s), as well as the number of interpreters needed. The CAM will specify the language needs of the event and any requests for specialized equipment. In rare instances when interpretation service requests are made with fewer than five business days’ notice (Expedited Request), the CAM shall make every effort to provide as much advance notice to Contractor as possible.
* Reserve the right to seek the qualifications and credentials of the interpreter prior to or during any event and instruct Contractor to replace any interpreter who has provided service to the Energy Commission, if and when the CAM determines the interpreter does not meet the minimum qualifications in Attachment A or other requirements of this Agreement, or whose performance CAM deems to be unacceptable. Replacement of interpreters shall be done at no additional cost to the Energy Commission and with no reduction or interruption in service to support Energy Commission events. If the Energy Commission must hire an interpreter outside this Agreement, in order to replace an interpreter that the CAM deems unqualified or unacceptable, Contractor shall be responsible for costs incurred by the Energy Commission to hire the replacement interpreter. If CAM has previously instructed Contractor to replace an interpreter, Contractor shall not continue to use that interpreter without the prior written authorization of CAM.
* Provide relevant CEC material to the interpreter, if possible, in advance of the event to help the interpreter become familiarized with the relevant content, terms and other context for the event.
* Reserve the right to withhold payment if interpretation services do not fulfill the requirements in the work scope. No fee shall be paid to the Contractor in situations for assignments when the interpreter does not show and/or fails to call the CAM to inform the CAM that he/she cannot show to an interpretation event.

**TASK 3 Translation of Documents**

The goal of this task is to translate Energy Commission documents on an as-needed basis. Translation tasks may include, but are not limited to, the following: document translation and formatting, website translation, video captioning and/or subtitling ortranscription. Examples of documents for translation include, but are not limited to:

* Notices of proposed public meetings
* Project documents, including technical documents
* Program and community outreach documents
* Workshop notices
* Handbooks/Guidebooks
* Brochures

 The Contractor shall:

* Translate documents supplied by the CAM from the source language to the target language at a minimum rate specified by the Translation Services Rendition Rates table below (this includes English to another language; or another language to English).
* Translate revisions received from CAM after documents have been supplied by CAM (sometimes documents receive edits after they are given to the contactor for translation) See Revisions Fee on Attachment 6, Cost Bid.
* Provide quality assurance via review by at least one other qualified translator who meets the requirements specified in Attachment A, for proofreading and editing before the final written materials are delivered.
* Provide qualified and experienced professionals to translate and proofread documents. The Contractor must include verification of the qualifications and credentials of the translator and proofreader hired for each translation service along with the Contractors invoice. The verification must be signed by the translator and proofreader who rendered the services. If requested by the CAM, the Contractor must provide the qualifications and credentials of the translator and proofreader to be hired for the service prior to the due date of the translation.
Format translated documents to assure consistency with the original document and logical flow of lines, paragraphs, font, etc.
* Provide translated written materials to the CAM by the time of day that the materials to be translated were delivered to the Contractor plus the number of business days set forth in the table below. The CAM, at his/her discretion, may allow a longer delivery period when it will not interfere with the Energy Commission’s business requirements. Business days are Monday through Friday except state holidays and any other days when the Energy Commission offices are closed.

|  |
| --- |
| **Translation Services Rendition Rates** |
| **Document Size** | **Days to Delivery** |
| 2,200 words or less | 2 business day |
| 2,201 words to 4,400 words | 3 business days |
| 4,401 words or greater | Divide the word count by 2,200. For results that are not whole numbers, if the fractional portion of a day is greater than one-quarter (.25), then round up to the next whole number of days. Examples:8,000 words / 2,200 = 3.6. Round up to 4 business days.13,400 words / 2,200 = 6.09. The fractional portion (.09) is less than .25 and therefore no rounding is required. 6 business days is the requirement. |

* Therefore, the translation of a 2,200-word document delivered to the Contractor at 2:00 p.m. on a Monday shall be provided to the CAM no later than 2:00 p.m. on the following Wednesday.
* Retain all original source files/documents and translated written materials for the duration of this Agreement in case the Energy Commission requests any revisions and/or corrections.
* Provide translated written materials to the CAM either in a Word document as an email attachment or another format as determined by the CAM and the Contractor prior to delivery.
* Be familiar with and prepared to translate the scientific/technical/legal words, acronyms and phrases in the “Glossary of Terms and Acronyms” in Attachment C.

The CAM shall:

* Request translation services in writing accompanied by an electronic version of the document for translation.
* Upon receipt of the translated written materials, promptly review, and within 10 business days after receipt, notify Contractor of any requested corrections at no additional cost to the Energy Commission, until the Energy Commission is satisfied with the translated written materials.
* Reserve the right to seek the qualifications and credentials of the translator and proofreader prior to the due date of the documents and instruct Contractor to replace anytranslator who has provided service to the Energy Commission, and the CAM determines does not meet the minimum qualifications in Attachment A or requirements of this Agreement, or whose performance CAM deems to be unacceptable. Replacement of translators shall be done at no additional cost to the Energy Commission and with no reduction or interruption in service to support Energy Commission events. If the Energy Commission has to hire a translator outside this Agreement, in order to replace a translator that the CAM deems unqualified or unacceptable, Contractor shall be responsible for costs incurred by the Energy Commission to hire the replacement translator. If CAM has previously instructed Contractor to replace a translator, Contractor shall not continue to use that translator without the prior written authorization of CAM.
* Reserve the right to periodically verify translated written materials with an outside source at no cost to the Contractor to assure compliance with Energy Commission standards.
* Reserve the right to reduce payment if translation services do not fulfill the requirements in the work scope. Fees shall be reduced if Contractor does not provide translated documents in the timeframe provided in this Agreement, with a 10% reduction in fees paid, for each day the translated document is late.

Contractor Deliverables:

* Translated written materials in a format determined by the CAM and the Contractor prior to delivery

**OTHER INFORMATION**

* **Cancellation Policy**

Interpretation:

* Cancellations made by the CAM at least twenty-four (24) hours prior to the scheduled event (Sacramento area) will incur no cancellation fee.
* Cancellations made by the CAM at least twenty-four (24) hours prior to the scheduled event (outside the Sacramento area) will incur no cancellation fee.
* Cancellations made by the CAM at least twenty-four (24) hours prior to the scheduled virtual/remote event will incur no cancellation fee.
* For cancellations made by the CAM with less than these time periods prior to the scheduled event: Energy Commission will pay Contractor for the estimated number of hours in the CAM’s request for the interpreter.
* The CAM shall notify the Contractor of a cancellation by email.

Translation:

* In the event the CAM cancels or modifies a translation request before the document is delivered, the Energy Commission shall pay for work completed up to the point of cancellation/modification.
* To verify payment amount, a copy of the partially translated work must be delivered and approved by the CAM.
* **Minimum Qualifications of Interpreters / Translators**

Contractor agrees that all the interpreters and translators who will be assigned to Energy Commission work are qualified and experienced, meaning the interpreter and/or translator meets one or more of the minimum qualifications outlined in Attachment A. At the commencement of this Agreement, the Contractor shall provide a signed copy of Attachment A, certifying that all interpreters and translators who will be utilized to perform services under this Agreement meet the stated minimum qualifications.

If the Contractor is unable to locate a qualified and experienced interpreter within the parameters of the requirements in Attachment A, the Contractor shall have developed alternatives for accessing other interpretation or translation services. This may include use of non-qualified interpreters or translators to the extent that qualified interpreters/translators for less commonly encountered or non-English languages are generally unavailable or difficult to locate. The Contractor shall receive written approval from CAM prior to providing services by a non-qualified interpreter/translator. CAM has the sole discretion to determine whether the services of a non-qualified interpreter or translator is adequate to effectively serve non-English language needs if the Contractor is unable to locate the services of a qualified interpreter/translator.

* **Code of Ethics, Professional Conduct and Confidentiality**

Contractor agrees that all interpreters and translators who will be assigned to Energy Commission work adhere to the Code of Ethics, Professional Conduct and Confidentiality statement outlined in Attachment B. All interpreters and translators utilized by the Contractor to perform services under this Agreement with the Energy Commission must sign and agree to uphold these standards, prior to the person providing services to the Energy Commission. The Contractor must provide a copy of an interpreter’s/translator’s signed Code of Ethics upon request by the Energy Commission.

* **Glossary of Terms and Acronyms**

Attachment C details a list of common technical terms, words, phrases and acronyms used in Energy Commission work. Contractor shall be familiar with and able to interpret and translate these terms. From time to time, the Energy Commission may update the glossary of terms, to include new terms, delete obsolete terms or revise existing terms. The CAM will provide an updated glossary to Contractor and review the changes with Contractor. Contractor shall ensure that all interpreters and translators who provide service under this Agreement have a copy of the current glossary and are familiar with and able to interpret/translate these terms competently.

# III. Bid Format, Required Documents, and Delivery

## About This Section

This section contains the format requirements and instructions on how to submit a Bid in response to this IFB. The format is prescribed to assist the Bidder in meeting State bidding requirements. Bidders must follow all Bid format instructions, answer all questions, and supply all requested data.

## Required Format for a Bid

The documents in the Administrative Response (Volume 1, see below) and the Cost Bid (Volume 2, see below) constitute your Bid.

## Method for Delivery

The method of delivery for proposals is the CEC’s General Solicitation System, available at: <https://gss.energy.ca.gov/>. This online tool allows applicants to submit their electronic documents to the CEC prior to the date and time specified in this solicitation. Electronic files must be in Microsoft Word and Excel Office Suite formats unless originally provided in the solicitation in another format. Completed Cost Bid Form, Attachment 6, must be in Excel format. **The system will not allow applications to be submitted after the due date and time.**

First time users must register as a new user to access the system. Applicants will receive a confirmation email after all required documents have been successfully uploaded. You may contact the Commission Agreement Officer identified in the Questions section of the solicitation for more assistance.

Due to Executive Orders and applicable policies related to COVID-19, hard copies will not be accepted for this solicitation.

## Organize Your Bid As Follows:

### VOLUME 1, Administrative Response

|  |  |
| --- | --- |
| Contractor Status Form | Attachment 1 |
| Darfur Contracting Act Form | Attachment 2 |
| Small Business Certification | If applicable |
| Disabled Veteran Business Enterprise Declaration Std. Form 843 | Attachment 3 |
| Bidder Declaration Form GSPD-05-105 | Attachment 4 |
| Contractor Certification Clauses | Attachment 5 |
| CA Civil Rights Laws Certification | Attachment 8 |

###

### VOLUME 2, Cost Bid (Sealed Separately from Volume 1)

Bidder must submit information on the attached Cost Bid Form (Attachment 6) and this will be deemed the equivalent of a formal Bid submission.

Detailed instructions for completing these forms are included at the beginning of Attachment 6.

Costs entered on these forms become a part of the final Agreement. The entire term of the Agreement and projected costs must be considered when preparing the budget. The Contractor shall only be reimbursed for their **actual** costs.

The award shall be made to the responsible Bidder with a responsive offer that is timely received, meeting the requirements outlined in Stage One and Stage Two with the lowest total dollar amount on Attachment 6, Cost Bid, “Total Cost,” after any applicable preferences or incentives.

**NOTE:** The information provided in these forms will **not** be kept confidential.

# IV. Evaluation Process and Criteria

## About This Section

This section explains how the Bids will be evaluated. It describes the evaluation stages and opening of all Bids.

## Bid Evaluation

The Contract will be awarded to the Bidder who meets the minimum qualifications and has the lowest responsible Cost Bid after any applicable preference or incentive.

The Bids will be analyzed in three stages:

**Stage One**: Administrative and Completeness Screening

**Stage Two**: Minimum Qualifications

**Stage Three**: Cost Bid

### Stage One: Administrative and Completeness Screening Criteria (Mandatory)

Each Bid will be screened for compliance with the Administrative Screening Criteria below. The Energy Commission will evaluate each Bid to determine its responsiveness to these requirements. Bids that fail or do not fully comply with any of the Administrative and Completeness Screening Criteria shall be disqualified and eliminated from further evaluation.

* Bid must be received by the exact time and date set for receipt of Bids pursuant to Public Contract Code, Section 10341.
* Bidder is currently suspended for violating DVBE law or Bid includes a subcontractor currently suspended for violating DVBE law. Military & Veterans Code Section 999.9(g)
* Bid must include a properly executed Contractor Certification Clauses.
* Bid must include a properly executed Darfur Contracting Act Form.
* It is lacking a properly executed California Civil Rights Law Certification.
* Bid must not contain false or intentionally misleading statements or references that do not support an attribute or condition contended by the Bidder.
* Bid must not be intended to erroneously and fallaciously mislead the State in its evaluation of the Bid and the attribute, condition, or capability is a requirement of this IFB.
* Bid must not have a conflict of interest as contained in Public Contract Code Sections 10410-10411.
* Bid must not contain confidential information or contain any portion marked confidential.
* Bidder must agree to the terms and conditions as attached to the solicitation. Bidder must sign the Contractor Status Form indicating acceptance with the terms and conditions. Bidder must not state anywhere in the Bid that acceptance is based on modifications to those terms and conditions or separate terms and conditions.

### Grounds to Reject an Application

In addition to the Administrative Screening Criteria identified above, the Energy Commission reserves the right to reject a Bid if:

* The Bid is unsigned.
* The Bid is not prepared in the format described.
* The charges are computed incorrectly.
* The budget forms are not filled out completely.
* The firm or individual has submitted multiple Bids.
* The Bid does not literally comply or contains caveats that conflict with the IFB and the variation or deviation is not material, or it is otherwise non-responsive.
* The Bidder has previously completed a PIER agreement, received the PIER Royalty Review letter, which the Energy Commission annually sends out to remind past recipients of their obligations to pay royalties, and has not responded to the letter or is otherwise not in compliance with repaying royalties.

### Stage Two: Minimum Qualifications

By signing the Bidder Certification, on Attachment 1, Bidder will certify all of the qualifications below. Bids that do not fully meet all of the minimum qualifications shall be disqualified and eliminated from further evaluation.

* The Contractor must be able to perform all of the activities in the Scope of Work.
* The Contractor has an office in California.
* Contractor must be able to provide services throughout California, and in Oregon, Nevada and Arizona if necessary.
* Contractor must be able to provide California Certified Administrative Hearings interpreters per Government Code 11435.05 et seq., when requested by the Energy Commission.
* The Contractor must provide verification that all the interpreters and translators assigned to Energy Commission work are qualified and experienced, meaning the interpreter and/or translator meets one or more of the minimum qualifications outlined in Attachment A to the scope of work. Verification sheets must be signed by the professionals who render the services and submitted with the invoices. CAMs may seek the qualifications and credentials of the interpreters and translators prior to the event or document due dates.
* Contractor must certify that all the interpreters and translators who will be assigned to Energy Commission work will agree to and sign the Code of Ethics, Professional Conduct and Confidentiality, outlined in Attachment B to the scope of work.

### Stage Three: Cost Bid

Those Bids that are responsive to the criteria in Stage One and Stage Two will have their Cost Bid opened. All preferences/incentives will be applied.

The contract will be awarded to the responsible Bidder with a responsive offer that is timely received, meeting the requirements outlined in Stage One and Stage Two, who provides the lowest cost as shown on Cost Bid Form (Attachment 6) as the “Total Cost,” after any applicable preference or incentive. In the case of a tie in the Cost Bid amount, award will be made via a coin toss.

## Notice of Proposed Award

Subsequent to the Bid evaluations, the Energy Commission will post a Notice of Proposed Award (NOPA) on the Energy Commission’s Web Site, and will email the NOPA to all parties that submitted a Bid.

# V. Business Participation Programs (Preferences/Incentives)

A Bidder may qualify for preferences/incentives as described below. Each Bidder passing Stage One screening will receive the applicable preference/incentive.

This section describes the following business participation programs:

### Disabled Veteran Business Enterprise Participation Compliance Requirements

### Disabled Veteran Business Enterprise Incentive

### Small Business / Microbusiness Preference

### Non-Small Business Preference

## Disabled Veteran Business Enterprise (DVBE)

## Participation Compliance Requirements

***DVBE Participation Required***

This IFB is subject to a mandatory certified DVBE participation of at least three percent (3%).

***Bidder or Subcontractor Suspension***

The Energy Commission shall reject a Proposal and shall not enter into a Contract if a Bidder or Subcontractor used by Bidder is currently suspended for violating DVBE law.

***Two Methods to Meet DVBE Participation Requirement***

* If Bidder is a DVBE, then Bidder has satisfied the participation requirements if it commits to performing at least 3% of the contract with the Bidder’s firm, or in combination with other DVBE(s).
* If Bidder is not a DVBE, Bidder can satisfy the requirement by committing to use certified DVBE subcontractors for at least 3% of the contract.

***Required Forms***

Bidders must complete Attachments 1, 3 and 4 to document DVBE participation. If Bidder does not include these forms, the Bid is considered non-responsive and shall be rejected.

* Contractor Status Form (Attachment 1).
* Under the paragraph entitled: “Disabled Veteran Business Enterprise Participation Acknowledgement”, make sure to check the “yes” “DVBE Participation” box.
* DVBE Declarations Std. Form 843 (Attachment 3)
* Bidder Declaration Form GSPD-05-105 (Attachment 4)

***DVBE Definition***

For DVBE certification purposes, per Military & Veterans Code section 999(b)(6), a "disabled veteran" is:

* A veteran of the U.S. military, naval, or air service of the United States, including but not limited to, the Philippine Commonwealth Army, the Regular Scouts (“Old Scouts”), and the Special Philippine Scouts (“New Scouts”);
* The veteran must have a service-connected disability of at least 10% or more; and
* The veteran must be domiciled in California.

***DVBE Certification and Eligibility***

* To be certified as a DVBE, your firm must meet the following requirements in Military & Veterans Code section 999(b)(7):

(i) It is a sole proprietorship at least 51 percent owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is unconditionally owned by one or more disabled veterans; a subsidiary that is wholly owned by a parent corporation, but only if at least 51 percent of the voting stock of the parent corporation is unconditionally owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture’s management, control, and earnings are held by one or more disabled veterans.

(ii) The management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.

(iii) It is a sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.

* DVBE limited liability companies must be wholly owned by one or more disabled veterans. Public Contract Code section 10115.9.
* Each DVBE firm listed on the DVBE Declarations Std. form 843 (Attachment 3) and on the Bidder Declaration form GSPD-05-105 (Attachment 4) must be formally certified as a DVBE by the Office of Small Business and DVBE Services (OSDS). The DVBE program is not a self-certification program. Bidder must have submitted application to OSDS for DVBE certification by the Bid due date to be counted in meeting participation requirements.

***Printing / Copying Services Not Eligible***

DVBE subcontractors cannot provide printing/copying services.  For more information, see section VI Administration, which states that printing services are not allowed in proposals.

***To Find Certified DVBEs***

Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at: https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx. Search by “Keywords” or “United Nations Standard Products and Services Codes” (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: https://caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

***Commercially Useful Function***

DVBEs must perform a commercially useful function relevant to this solicitation, in order to satisfy the DVBE program requirements. California Code of Regulations, Title 2, Section 1896.71 provides:

“(a) A DVBE contractor, subcontractor or supplier of goods and/or services that contributes to the fulfillment of the contract requirements, shall perform a Commercially Useful Function (CUF) for each contract.

(b) A DVBE contractor, subcontractor, or a supplier of goods and/or of services is deemed to perform a CUF if the business does all of the following:

(1) Is responsible for the execution of a distinct element of work of the contract (including the supplying of services and goods);

(2) Carries out its obligation by actually performing, managing, or supervising the work involved;

(3) Performs work that is normal for its business services and functions;

(4) Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment;

(5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

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

d) Contracting/procurement officials of the awarding department must:

(1) Evaluate if a DVBE awarded a contract meets the CUF requirement as defined in subdivision (b), and

(2) During the duration of the contract, monitor for CUF compliance (See State Contracting Manual Volume 1 Chapter 8 and Volumes 2 and 3, Chapter 3).

(e) If a CUF evaluation identifies potential program violations, awarding departments shall investigate and report findings to OSDS, referring to §§ 1896.88, 1896.91 and the State Contracting Manual.”

***Compliance with Law; Information Verified***

Bidder shall comply with all rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Military & Veterans Code sections 999 and 999.5(d). Information submitted by the Bidder to comply with this solicitation’s DVBE requirements will be verified. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of Public Contract Code Section 10115, et seq., and Military & Veterans Code Section 999 et seq., and follow the investigatory procedures required by California Code of Regulations Title 2, Section 1896.90 et. seq. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties, sanctions, civil actions and/or contract termination.

***DVBE Report***

Upon completion of the contract for which a commitment to achieve DVBE participation was made, the Contractor that entered into a subcontract with a DVBE must certify in a report to the Energy Commission: 1) the total amount the prime Contractor received under the contract; 2) the name and address of the DVBE(s) that participated in the performance of the contract and the contract number; 3) the amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the Contract and the amount each DVBE received from the Contractor; 4) that all payments under the contract have been made to the DVBE(s) (Energy Commission may require proof that payment was made); and 5) the actual percentage of DVBE participation that was achieved. If the Energy Commission does not receive the report, the Commission shall provide notice to the Contractor and if still not received, shall withhold $10,000 (or full payment if less than $10,000) from Contractor’s final payment. (For more details about the $10,000 withholding, see specific Agreement language in the Sample Agreement Example, Exhibit D, paragraph 4.) A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Military & Veterans Code Section 999.5(d).

***The Office of Small Business and DVBE Services (OSDS)***

OSDS offers program information and may be reached at:

Department of General Services

Office of Small Business and DVBE Services

707 3rd Street, 1st Floor, Room 400

West Sacramento, CA 95605

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

Phone: (916) 375-4940

E-mail: OSDSHelp@dgs.ca.gov

***DVBE Law***

* Public Contract Code Section 10115 et seq.
* Military & Veterans Code Section 999 et. seq.
* California Code of Regulations Title 2, Section 1896.60 et. seq.

## DVBE Incentive

The information below explains how the incentive is applied and how much of an incentive will be given.

***Incentive Application***

Award Based on Low Price: The Incentive is applied by reducing the Bid price for Bidders that include more than the minimum required 3.00% DVBE participation. In other words, if a Bidder includes 3.01% DVBE participation or greater, it will receive the DVBE incentive. If you include 3% DVBE participation, you will not receive the incentive. You will only receive the incentive, if you include 3.01% or greater DVBE participation. The Bid price is reduced by the percentage of incentive as computed from the lowest responsive and responsible Bid price. The computation is for evaluation purposes only and does not change your Bid amount. Application of the incentive cannot displace an award to a small business with a non-small business. Also, application of the incentive cannot change the amount of the Bid for the contract budget.

***Incentive amount***

For awards based on low price, the incentive will vary in conjunction with the percentage of DVBE participation.

|  |  |
| --- | --- |
| Proposed DVBE Participation Level | DVBE Incentive % Price Preference |
| 3.01% - 3.99% | 1% |
| 4.00% - 4.99% | 2% |
| 5.00% - 5.99% | 3% |
| 6.00% - 6.99% | 4% |
| 7.00% or over | 5% |

***Required Forms***:

* Contractor Status Form (Attachment 1).

Under the paragraph entitled: “Disabled Veteran Business Enterprise Participation Acknowledgement”, make sure to check the “yes” “DVBE Incentive Participation” box.

* DVBE Declarations Std. Form 843 (Attachment 3)
* Bidder Declaration Form GSPD-05-105 (Attachment 4)

### *DVBE Incentive Law*

* Military & Veterans Code Section 999.5(a)
* California Code of Regulations Title 2, Section 1896.99.100 et.seq.

## Small Business / Microbusiness / Non-Small Business

**Small Business / Microbusiness**

### *Preference*

Bidders who qualify as a State of California certified small/microbusiness will receive a cost preference of five percent (5%) of the lowest cost or price offered by the lowest responsible Bidder who is not a certified small/microbusiness, by deducting this five percent from the small/microbusiness Bidder’s cost, for the purpose of comparing costs for all Bidders.

***Required Forms***

* Submit a copy of your Small Business Certification
* Contractor Status Form (Attachment 1)

Complete the “Small Business Preference Claim” section

* Bidder Declaration Form GSPD-05-105 (Attachment 4)

### *Certification*

A business must be formally certified by the Department of General Services, Office of Small Business and DVBE Services (OSDS), in order to receive the small/microbusiness preference.

***Non Profit Veteran Service Agency***

Bidders that qualify as a Non Profit Veteran Service Agency can be certified as a small business and are entitled to the same benefits as a small business.

***Definitions***

* *Small business* means a business certified by the Office of Small Business Disabled Veteran Services (OSDS) in which:

(1) It is independently owned and operated; and

(2) The principal office is located in California; and

(3) The officers of the business in the case of a corporation; officers and/or managers, or in the absence of officers and/or managers, all members in the case of a limited liability company; or the owner(s) in all other cases, are domiciled in California; and

(4) It is not dominant in its field of operation(s), and

(5) It is either:

(A) A business that, together with all affiliates, has 100 or fewer employees, and annual gross receipts of fourteen million dollars ($14,000,000) or less as averaged for the previous three tax years, as adjusted by the Department pursuant to Government Code § 14837(d)(3); or

(B) A manufacturer as defined herein that, together with all affiliates, has 100 or fewer employees.

* *Microbusiness* means a small business certified by OSDS, which meets all of the qualifying criteria as a small business, and is:

(1) A business that, together with all affiliates, has annual gross receipts of three million, five hundred thousand dollars ($3,500,000) or less as averaged for the previous three tax years, as adjusted by the Department pursuant to Government Code §14837(d)(3); or

(2) A manufacturer as defined herein that, together with all affiliates, has 25 or fewer employees.

* *Non Profit Veteran Service Agency* means an entity that:
1. Is a community-based organization,
2. Is a nonprofit corporation (under Section 501(c)(3) of the [Internal Revenue Code](http://www.irs.gov/charities/charitable/article/0%2C%2Cid%3D96099%2C00.html)), and
3. Provides housing, substance abuse, case management, and employment training services (as its principal purpose) for:
	* low income veterans,
	* disabled veterans, or
	* homeless veterans
	* and their families

***Commercially Useful Function***

A certified small business or microbusiness shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a “commercially useful function” defined as follows:

(1) The contractor or subcontractor is responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions;

(2) The contractor or subcontractor is not further subcontracting a greater portion of the work than would be expected by normal industry practices;

(3) The contractor or subcontractor is responsible, with respect to materials and supplies provided on the subcontract, for negotiating price, determining quality and quantity, ordering the material, installing (when applicable), and paying for the material itself;

(4) A contractor or subcontractor will not be considered as performing a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to achieve the appearance of small business participation.

***Late Payment of Invoices***

Certified small/microbusinesses are entitled to greater interest penalties paid by the state for late payment of invoices than for non-certified small business/microbusiness.

***Small Business / Microbusiness Law***

* Government Code section 14835 et. seq.
* California Code of Regulations, Title 2 Section 1896 et. seq.

### Non-Small Business

***Preference***

The preference to a non-small business Bidder that commits to small business or microbusiness subcontractor participation of twenty-five percent (25%) of its net Bid price shall be five percent (5%) of the lowest, responsive, responsible Bidder’s price. A non-small business that qualifies for this preference may not take an award away from a certified small business.

***Required Forms***

* Submit a copy of the subcontractor’s Small Business Certification
* Contractor Status Form (Attachment 1)

Complete the “Small Business/Non-Small Business Preference Claim” section

* Bidder Declaration Form GSPD-05-105 (Attachment 4)

### *Certification*

A subcontractor business must be formally certified by the Department of General Services, Office of Small Business and DVBE Services (OSDS), in order to receive the Non-Small Business Preference.

***Non-Small Business Law***

* Government Code section 14838 (b)
* California Code of Regulations, Title 2 Section 1896 et. seq.

# VI. Administration

## IFB Defined

The competitive method used for this procurement of services is an Invitation for Bids (IFB). A Bid submitted in response to this IFB will be opened and read publicly. The Energy Commission will contract with the Bidder who provides the lowest responsible Bid, after any applicable preference or incentive, and satisfies the minimum requirements.

## Definition of Key Words

Important definitions for this IFB are presented below:

|  |  |
| --- | --- |
| **Word/Term** | **Definition** |
| State | State of California |
| DGS | Department of General Services |
| Energy Commission | California Energy Commission |
| IFB | Invitation for Bid, this entire document |
| Bid | The Administrative Response and Cost Bid together |
| Bidder | Respondent to this IFB |
| CAM | Energy Commission Agreement Manager |
| DVBE | Disabled Veteran Business Enterprise |

## Cost of Developing Bid

The Bidder is responsible for the cost of developing a Bid, and this cost cannot be charged to the State.

## Software Application Development

If this scope of work includes any software application development, including but not limited to databases, websites, models, or modeling tools, contractor shall utilize the following standard Application Architecture components in compatible versions:

* Microsoft ASP.NET framework (version 3.5 and up) Recommend 4.0
* Microsoft Internet Information Services (IIS), (version 6 and up) Recommend 7.5
* Visual Studio.NET (version 2008 and up) Recommend 2010
* C# Programming Language with Presentation (UI), Business Object and Data Layers
* SQL (Structured Query Language)
* Microsoft SQL Server 2008, Stored Procedures Recommend 2008 R2
* Microsoft SQL Reporting Services Recommend 2008 R2
* XML (external interfaces)

Any exceptions to the Electronic File Format requirements above must be approved in writing by the Energy Commission Information Technology Services Branch.

## Printing Services

Per Management Memo 07-06, State Agencies must procure printing services through the Office of State Publishing (OSP). Bidders shall not include printing services in their Bids.

## Confidential Information

The Energy Commission will not accept or retain any Bids that contain confidential information or have any portion marked confidential.

## Darfur Contracting Act of 2008

Effective January 1, 2009, all solicitations must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, *et* *seq*.; Stats. 2008, Ch. 272.) The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a).)

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a Bid or proposal to a State agency. (See # 1 on Attachment 2)

A scrutinized company may still, however, submit a Bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See # 2 on Attachment 2)

## California Civil Rights Laws

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of $100,000 or more, a bidder or proposer must certify that it is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code). Additionally, if a vendor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor must certify that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

See Attachment 8.

**Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

## IFB Cancellation and Amendments

If it is in the State’s best interest, the Energy Commission reserves the right to do any of the following:

* Cancel this IFB;
* Amend this IFB as needed; or
* Reject any or all Bids received in response to this IFB

If the IFB is amended, the Energy Commission will send an addendum to all parties who received the IFB and will also post it on the Energy Commission’s Web Site [www.energy.ca.gov/contracts](http://www.energy.ca.gov/contracts) and Department of General Services’ Web Site <https://caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx>.

## Errors

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the IFB, the Bidder shall immediately notify the Energy Commission of such error in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice of all parties who received the IFB, without divulging the source of the request for clarification. The Energy Commission shall not be responsible for failure to correct errors.

## Modifying or Withdrawal of Bid

A Bidder may, by letter to the Contact Person at the Energy Commission, withdraw or modify a submitted Bid before the deadline to submit Bids. Bids cannot be changed after that date and time, but a Bid may still be withdrawn. A Bid cannot be “timed” to expire on a specific date. For example, a statement such as the following is non-responsive to the IFB: “This cost estimate is valid for 60 days.”

## Immaterial Defect

The Energy Commission may waive any immaterial defect or deviation contained in a Bid. The Energy Commission’s waiver shall in no way modify the Bid or excuse the successful Bidder from full compliance.

## Disposition of Bidder’s Documents

### On the submission date, all Bids and related material submitted in response to this IFB become the property of the State. After the Notice of Proposed Award is posted, all Bids and related materials become public records. In addition, all evaluation sheets become public records after the Notice of Proposed Award is posted.

## Bidders’ Admonishment

This IFB contains the instructions governing the requirements for a firm quotation to be submitted by interested Bidders, the format in which the information is to be submitted, the material to be included, the requirements that must be met to be eligible for consideration, and Bidder responsibilities. Bidders must take the responsibility to carefully read the entire IFB, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the IFB are followed and appropriately addressed, and carefully reread the entire IFB before submitting a Bid.

## Protest Procedures

A Bidder may file a protest against the proposed awarding of a contract. Once a protest has been filed, contracts will not be awarded until either the protest is withdrawn, or the Energy Commission cancels the IFB, or the Department of General Services decides the matter.

Please note the following:

* Protests are limited to the grounds contained in the California Public Contract Code Section 10345.
* During the five **working** days that the Notice of Proposed Award (NOPA) is posted, protests must be filed with the DGS Legal Office and the Energy Commission Contracts Office.
* Within five **calendar** days after filing the protest, the protesting Bidder must file with the DGS and the Energy Commission Contracts Office a full and complete written statement specifying the grounds for the protest.
* If the protest is not withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the Bidder and the Energy Commission for the DGS hearing officer consideration.

## Agreement Requirements

The content of this IFB shall be incorporated by reference into the final contract. See the Agreement terms and conditions included in this IFB.

### No Contract Until Signed & Approved

No agreement between the Energy Commission and the successful Bidder is in effect until the contract is signed by the Contractor, approved by the Department of General Services, if required.

### Contract Amendment

The contract executed as a result of this IFB will be able to be amended by mutual consent of the Energy Commission and the Contractor. The contract may require amendment as a result of project review, changes and additions, changes in project scope, or availability of funding.