

REQUEST FOR OFFER Notice to Prospective Contractors

April 19, 2012

You are invited to review and respond to this Request for Offer (RFO) Number HSR11-42 entitled **Application Infrastructure Support (AIS)** the Department of General Services, Procurement Division (DGS/PD) is soliciting offers for the California High-Speed Rail Authority. In submitting your offer, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions executed under the DGS/PD, Master Services Agreement Number(s) 5-10-70-01 through 5-10-70-120 for IT Consulting Services. By submitting an offer, your firm agrees to the terms and conditions as stated in this RFO and your proposed MSA contract. Contract shall be for a one-year term, with the State's option to amend the contract for a one-year extension period, or portion thereof.

Please read the attached document carefully. The RFO due date is May 4, 2012 **at 5:00 PM**.
DGS/PD contact information:

William Rodriguez, Procurement Official
707 3rd Street, 2nd Floor
West Sacramento, CA 95605
Office Phone: (916) 375-4361
Email: william.rodriquez@dgs.ca.gov

Any questions regarding this RFO should be directed to the contact named above.

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum. Please submit your questions in writing via e-mail and a written or email response will be provided to all contractors. The identity of the contractor asking the question(s) will not be revealed. If questions result in significant changes to the RFO, an addendum to the RFO will be issued.

Original Signed
William Rodriguez
Procurement Official
Department of General Services
Procurement Division

General Information

A. Background and Purpose

Implementation of a high-speed train network in California is the sole and exclusive responsibility of the nine-member California High-Speed Rail Authority (CHSRA) established by Chapter 796 of the Statutes of 1996, (Senate Bill 1420/Kopp and Costa). CHSRA is responsible for preparing a plan, conducting environmental studies, design, construction and operation of a high-speed passenger train network in California.

CHSRA will provide a state-of-the-art, statewide, high performance passenger rail service comprising 800 route miles. CHSRA has proposed high-speed train service between the major metropolitan centers of the San Francisco Bay Area, Sacramento in the north, through the Central Valley, to Los Angeles and San Diego in the south. The proposed high-speed rail system is projected to carry 94 million passengers annually by the year 2030, at speed that will carry passengers from San Francisco to Los Angeles in 2 hours and 40 minutes and from Los Angeles to San Diego in 80 minutes.

As part of its continuing mission as outlined above, the CHSRA is seeking Application Infrastructure Support (AIS) as it relates to application support services, e.g. administration and maintenance of **Juniper VPN Appliance**, maintenance of CHSRA's **Servers (various)**, maintenance and updates of CHSRA's **Domain Controller and Backups**, administration and maintenance of CHSRA's **Structured Query Language (SQL) Server (MS V.2008)**. Details of the overall objectives and a complete list of the requested services are contained in the State's Scope of Work, herein.

More information about the CHSRA Project can be found at:

<http://www.cahighspeedrail.ca.gov/home.aspx>

B. Key Dates

It must be understood that time is always of the essence, both for the RFO submittal and contract completion. Contractors are advised of the key dates and times shown below and are expected to adhere to them.

Events	Date
Release of RFO	April 19, 2012
Last Day to Submit Questions or to Request Changes to the RFO Requirements	April 27, 2012
RFO Response Submission Due Date (5:00PM, PST)	May 4, 2012
Selection Review/Approval	May 11, 2012
Proposed Award Date	May 18, 2012

C. RFO Response Requirements

This RFO and the Contractors response to this document will be made part of the procurement contract file. Responses must contain all requested information and data and conform to the format described in the RFO. It is the Contractors responsibility to provide all necessary information for the State to evaluate the response, verify requested information and to determine the Contractors ability to perform the tasks and activities defined in the Scope of Work (SOW), Attachment 8; Cost Worksheet, Attachment 10; and Administrative Requirements as specified in the RFO. This RFO will be awarded on "**ALL OR NONE**" basis, meaning **ALL** Tasks and Deliverables **MUST BE BID**.

D. Submission of Offer

1. All offers must be submitted in a **SEALED ENVELOPE** shipped via mail/common carrier or hand delivered to the address, as labeled below, by the RFO Response Submission due date:

Shipping Label:

RFO # HSR11-42
Department of General Services
Procurement Division
ATTN: William Rodriguez, Procurement Official
707 3rd Street, 2nd Floor, Cubicle 2-051
West Sacramento, CA 95605

PLEASE DATE AND TIME STAMP IMMEDIATELY UPON RECEIPT

SUBMITTED OFFERS THAT ARE UNSEALED WILL BE REJECTED.

2. All offers shall include the noted documents identified in Attachment I, Required Attachment Checklist. Offers not including the proper "required attachments" and all appendices shall be deemed non-responsive. A non-responsive offer is one that does not meet the basic offer requirements.
3. All documents requiring a signature must bear an original signature of a person authorized to bind the offering firm.
4. Offers must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause an offer to be rejected.
5. It is the sole responsibility of the Contractor to see that its offer is received in proper time. Offers received after scheduled closing time for receipt of offers will be returned to Contractor unopened.
6. An offer may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all offers and may waive an immaterial deviation in an offer. The State's waiver of an immaterial deviation shall in no way modify the solicitation document or excuse the Contractor from full compliance with all requirements if awarded the agreement.
7. Costs incurred for developing offers and in anticipation of award of the agreement are entirely the responsibility of the Contractor and shall not be charged to the State of California.
8. An individual who is authorized to bind the Contractor contractually shall sign the Bid/Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned offer may be rejected.
9. A Contractor may modify an offer after its submission by withdrawing its original offer and resubmitting a new offer prior to the offer submission deadline. Contractor modifications offered in any other manner, oral or written will not be considered.
10. A Contractor may withdraw its offer by submitting a written withdrawal request to the State, signed by the Contractor or an authorized agent. A Contractor may thereafter submit a new offer prior to the offer submission deadline. Offers may not be withdrawn without cause subsequent to offer submission deadline.

11. The awarding agency may modify the solicitation prior to the date fixed for submission of offers by the issuance of an addendum to all parties who received RFO package.
12. The awarding agency reserves the right to reject all offers. The agency is not required to award an agreement.
13. Before submitting a response to this solicitation, Contractors should review, correct all errors and confirm compliance with the solicitation requirements.
14. The State does not accept alternate contract language from a prospective contractor. An offer with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions are not negotiable.
15. No oral understanding or agreement shall be binding on either party.

E. Evaluation Process

The evaluation process will follow the steps listed below:

1. Receipt of Offers & Opening

All Offers must be received by the time and date specified in the Key Dates. Offers received after this time will not be opened and will not be considered for award.

Timely offers will be opened after the submission due date and time.

Offers will not be publicly opened.

2. Validation of Requirements

All Offers will be reviewed for compliance with the mandatory requirements stated within the RFO. If an Offer fails to meet an RFO requirement, the State will determine if the deviation is material. A material deviation will cause rejection of the Offer. An immaterial deviation will be examined to determine if the deviation will be accepted. If accepted, the Offer will be processed as if no deviation had occurred. The Procurement Official may contact the Contractor for clarification of the response as specified in the RFO.

3. Evaluation

During the evaluation of offers the State Evaluation Team will utilize specific evaluation criteria and associated weighting using the "best value" approach. Evaluation factors that will be considered:

- Cost
- Satisfying CHSRA's business requirements
- Staff Qualifications
- Firm qualifications and customer references

All offers will be scored using a three-step method to determine the winning offer:

Step 1 ⇒ Each response will be scored first based on pass/fail on Administrative Requirements as specified in the RFO. Responses that fail to meet any of the pass/fail requirements will be rejected.

Step 2 ⇒ Each proposal responsive to Step 1 will then be evaluated for responsiveness to meeting the Statement of Work and Work Experience Requirements. Evaluation factors will be assigned maximum possible points so that the relative weight for each factor in the evaluation process is represented by its total possible score. Total maximum score for Step 2 will be 50 points. **NOTE: Bidders must achieve a MINIMUM combined Statement of Work and Work Experience score of 35 points to move to Step 3.**

Step 3 ⇒ ONLY “responsive” proposals from Step 2 with a minimum combined score of 35 points will be scored for Cost. Cost will be weighted at fifty (50) percent of the total evaluation criteria value for the RFO. The contract term will be for a one-year term, with an option at the State’s sole discretion for additional one-year extension period, or portion thereof. The grand total cost of both the initial one-year contract term and the optional one-year extension will be added together to form the total cost evaluation criteria for purpose of choosing the overall low bid. Total maximum score for Step 3 will be 50 points.

Cost Tables will be verified for mathematical accuracy. Errors will be resolved in accordance with the RFO. After verification of costs, points will be assigned, as described herein. Table 3-3 provides a sample of the Cost calculation formula.

Table 3-3 Cost Calculation Formula Sample

<p>Cost</p> <p>Example: Low bid: \$100,000, next bid: \$120,000</p> <p>$100,000/120,000 \times 50 = 10$; 50 points – 10 points = 40 points</p> <p>\$100,000 = 50 points; \$120,000 = 40 points</p>	<p>Possible Points: 50</p> <p>Lowest bid receives maximum points, remaining bids are reduced in proportion to their multiple of lowest bid</p> <p>{(lowest bid / bid) * maximum points}</p>
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Cost Information (50 points)

The State will award 50 points to lowest (cost) responsive, responsible offer. A proportional number of points will be awarded to the offers as they follow the lowest offer, as demonstrated in the following example:

	<u>Offer Amount</u>	<u>Formula</u>
Lowest Offer:	\$40,000	Low Offer = 50 points
Offer A:	\$50,000	$\frac{\$40,000 \text{ (Low Offer)}}{\$50,000 \text{ (Offer A)}} = 0.8 \times 50 = 40 \text{ points}$
Offer B:	\$60,000	$\frac{\$40,000 \text{ (Low Offer)}}{\$60,000 \text{ (Offer B)}} = 0.667 \times 50 = 33.35 \text{ points}$

The Low Offer would be awarded the 50 points, followed by Offer A with 40 points and Offer B with 33.35 points. These points will be the suppliers Total Score for the Cost Section.

4. Selection

Responsive and Responsible Offers will be evaluated on the factors noted herein that have been assigned a point value. Award of the Contract, if any, will be to the Responsive and Responsible Offer with the highest total score that meets all other mandatory requirements of the RFO. The State reserves the right at any time to reject any or all Offers.

F. Evaluation Point Summary

The following is a summary of the mandatory evaluation factors with the maximum available point value assigned to each.

ADMINISTRATIVE ATTACHMENTS		Maximum Points Possible
1	Administrative Attachments Criteria	Pass/Fail
2	Customers References and Resumes Criteria	Pass/Fail
3	Organizational Chart	Pass/Fail

STATEMENT OF WORK (SOW)		Maximum Points Possible
1	Strategy for completion of the Statement of Work	30
Total		30

TECHNICAL CRITERIA		Maximum Points Possible
	Number of Years of experience working with implementation, configuration and maintenance of the following systems:	
1	Number of Years AIS experience working with Juniper VPN Server 3 years experience = 1.00 Over 3 years = <u>1.00</u> 2.00	2
2	Number of Years AIS experience working with Virtualization Platform: VMware, VSphere, VMware ESX 4.1 3 years experience = 1.00 Over 3 years = <u>1.25</u> 2.25	2.25
3	Number of Years AIS experience working with Windows 2008+ Update Servers, File Server and Print Server 3 years experience = 1.00 Over 3 years = <u>1.25</u> 2.25	2.25

4	<p>Number of Years AIS experience working with Domain Controller and Backup Domain Controller</p> <p>3 years experience = 1.00 Over 3 years = <u>1.25</u> 2.25</p>	2.25
5	<p>Number of Years AIS experience working with Virtual Desktop</p> <p>3 years experience = 1.00 Over 3 years = <u>1.25</u> 2.25</p>	2.25
6	<p>Number of Years AIS experience working with Trapeze Network (SmartPass/RingMaster)</p> <p>3 years experience = 1.00 Over 3 years = <u>1.25</u> 2.25</p>	2.25
7	<p>Number of Years AIS experience working with WireShark (Network Analysis Program)</p> <p>3 years experience = 1.00 Over 3 years = <u>1.25</u> 2.25</p>	2.25
8	<p>Number of Years AIS experience working with Network and Server Security (i.e. Kaspersky)</p> <p>3 years experience = 1.00 Over 3 years = <u>1.25</u> 2.25</p>	2.25
9	<p>Number of Years AIS experience working with SQL Database</p> <p>3 years experience = 1.00 Over 3 years = <u>1.25</u> 2.25</p>	2.25
Total		20

ONLY BIDDERS WITH A MINIMUM COMBINED SCORE OF 35 POINTS WILL SCORED FOR COST WORKSHEET

COST WORKSHEET		Maximum Points Possible
1	Total Cost for Initial One-Year Term and Optional One-Year extension period.	50
Total		50

TOTAL MAXIMUM SCORE		Maximum Points Possible
	STATEMENT OF WORK (SOW)	30
	TECHNICAL CRITERIA	20
	COST WORKSHEET	50
Total		100

G. Evaluation Factors

The State will determine each Bidder’s score based on the scoring criteria identified in each of the categories (e.g., Technical Criteria, etc.). The Evaluation Team will award points on the basis of team consensus. The maximum points possible for this agreement are 100.

The maximum possible score for the Statement of Work response (30 points) and Technical Criteria response (20 points) and (50 points) for the Cost Worksheet.

Step 1 ⇒ Administrative Attachments

Submission of Completed Administrative Attachments (Pass/Fail)

Each proposal will be evaluated based submission and completion of all required Administrative attachments. Failure to submit all required Administrative attachments will be grounds for rejection of proposal(s). Offers that fail Step 1 will not be evaluated for Step 2 and 3.

Step 2 ⇒ Evaluation of Statement of Work (SOW) and Technical Criteria

Strategy for Completion of Statement of Work (30 points maximum)

The written strategy SOW to complete the tasks and deliverables will be evaluated using the chart below. The score will be multiplied by a weight of 10 to calculate the total points to be awarded for this attachment. For example, a score of 3 would be multiplied by 10 resulting in 30 points. In addition, the task/deliverable timeframe provided by the contractor is compared to those with same score and may be a basis for contract award.

Score	Strategy for Completion of SOW Scoring Guideline
0	The response fails to address the requirements. Evaluators are unable to determine based on the information submitted in the Bidder’s Statement of Work whether the Bidder can meet the State’s requirements.
1	The response addresses the requirements, but one or more considerations may not be addressed. Evaluators have an acceptable degree of confidence in the Bidder’s response or proposed solution.
2	The response fully addresses the requirements and provides a good quality solution. Evaluators have a good degree of confidence in the Bidder’s response or proposed solution.
3	The response exceeds the requirements in providing a creative approach and/or an exceptional solution. Evaluators have the highest degree of confidence in the Bidder’s response or proposed solution.

Evaluation of Technical Criteria

Number of years experience with Application Infrastructure Support (20 points maximum)

Years of experience with Application Infrastructure Support (AIS) will be evaluated based on criteria specified in the table below. The score will be multiplied by a weight of 1 to calculate the total points to be awarded for this RFO. For example, a score of 1.00 (minimum years AIS experience) for EACH program category will be multiplied by 1 resulting in 1.00 point.

An additional score of 1.25 will added (i.e. proposal that exceeds minimum years) multiplied by a factor of 1 resulting in 2.25 total points when added together for that AIS program category.

IF the proposal exceeds the minimum years of AIS experience for ALL of the AIS program categories, the resulting maximum score would be 20 points.

Score	Number of Years of Application Infrastructure Support (AIS) Experience
0	Proposals fail to meet the minimum years of AIS experience, i.e. configuration, updating and maintenance of the programs as specified in the RFO. Evaluators are unable to determine number of years of AIS experience based on the information outlined in the Bidder's response; i.e. Statement of Work (SOW), customer references, resumes and staff qualifications.
1.00	Proposals meet the minimum years of AIS experience, i.e. development, installation, configuration, updating and maintenance of the programs as specified in the RFO. Evaluators have a good degree of confidence in the Bidder's work experience based on information outlined in the SOW, resumes, references, resumes and staff qualifications.
1.25	Proposals exceeds the minimum years of experience of working with Application Infrastructure Support, i.e. development, installation, configuration, updating and maintenance of the programs specified in the RFO. Evaluators have the highest degree of confidence in the Bidder's work experience based on the information outlined in the SOW, references, resumes and staff qualifications. Please Note: Program Category #1 – Juniper VPN Server: Number of Years of AIS experience working with Juniper VPN Server – Over 3 years – Score is 1.00. All other program categories <u>Scores</u> for <u>Over 3 years</u> will be <u>1.25</u>.

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ATTACHMENT 1
RFO Response Check List

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package also.

	<u>Attachment</u>	<u>Attachment Name/Description</u>
_____	Attachment 1	Required Attachment Check List
_____	Attachment 2	Bid/Bidder Certification Sheet
_____	Attachment 3	Required Bidder Declaration Forms
_____	Attachment 4	Payee Data Record (STD 204)
_____	Attachment 5	Organization chart that identifies the proposed team personnel and resumes for each identified member of the contract team or assigned personnel, detailing experience meeting the State's requirements.
_____	Attachment 6	Contractor Data Security Standards
_____	Attachment 7	Customer References
_____	Attachment 8	Response to State's Scope of Work
_____	Attachment 9	Confidentiality Statement
_____	Attachment 10	Cost Worksheet

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ATTACHMENT 2
Bid/Bidder Certification Sheet

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in triplicate (3) with original signatures. The offer must be transmitted in accordance with RFO instructions.

- A. Our all-inclusive bid is submitted as detailed in Attachment 10, Cost Worksheet
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

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

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

ATTACHMENT 3
Required Declaration Forms

All contractors responding to a Request for Offer (RFO) must complete the Bidder Declaration GSPD-05-105 and include it with the RFO response. When completing the declaration, contractors responding to the RFO must identify all subcontractors proposed for participation in the contract. Contractors awarded a contract as a result of an RFO are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. Contractors responding to a RFO who have been certified by California as a DVBE (or who are offering rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the RFO, contact the State contracting official or obtain a copy online from the Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) website at: www.pd.dgs.ca.gov. The completed form should be included with the response to a RFO. At the State's option prior to award, contractors responding to a RFO may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

- [Click](#) here to access the Bidder Declaration (GSPD-05-105 Written).
<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

- [Click](#) here to access the DVBE Declarations document.
<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843.pdf>

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ATTACHMENT 4
Payee Data Record (STD 204)

The Payee Data Record is available at the following website:

<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

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ATTACHMENT 5
Organizational Chart and Resumes

The Contractor must provide an organizational chart that identifies the proposed team personnel and provide resumes for each identified member of the contract team or assigned personnel, detailing experience meeting the State's requirements

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ATTACHMENT 6
CHSRA Data Security Standards

Bidder must review and return Attachment 6 with a wet signature in the signature block provided at the bottom of this attachment. By signing this document, your firm agrees to the terms and conditions as stated in CHSRA Data Security Standards, herein.

1. General Security Controls

- a. **Confidentiality Statement.** All persons that will be working with CHSRA must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CHSRA. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CHSRA inspection for a period of three (3) years following contract termination.
- b. **Background check.** Before a member of the Contractor's workforce may access CHSRA, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- c. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CHSRA must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CHSRA Information Security Office.
- d. **Server Security.** Servers containing unencrypted CHSRA data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- e. **Minimum Necessary.** Only the minimum necessary amount of CHSRA data required to perform necessary business functions may be copied, downloaded, or exported.
- f. **Removable media devices.** All electronic files that contain CHSRA data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- g. **Antivirus software.** All workstations, laptops and other systems that process and/or store CHSRA must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- h. **Patch Management.** All workstations, laptops and other systems that process and/or store CHSRA data must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- i. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CHSRA data. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 90 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- j. **Data Sanitization.** All CHSRA data must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CHSRA data is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CHSRA data must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CHSRA data, or which alters CHSRA data. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CHSRA data is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CHSRA data outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CHSRA files can be encrypted. This requirement pertains to any type of CHSRA data in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CHSRA data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing CHSRA data must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CHSRA data must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CHSRA data must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- a. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CHSRA data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer

operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

- b. **Data Backup Plan.** Contractor must have established documented procedures to backup CHSRA data to maintain retrievable exact copies of CHSRA data. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CHSRA data should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CHSRA data.

5. Paper Document Controls

- A. **Supervision of Data.** CHSRA data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CHSRA data in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CHSRA data is contained shall be escorted and CHSRA data shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CHSRA data must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CHSRA data is no longer needed.
- D. **Removal of Data.** CHSRA data must not be removed from the premises of the Contractor except with express written permission of the CHSRA.
- E. **Faxing.** Faxes containing CHSRA data shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** CHSRA data shall only be mailed using secure methods. Large volume mailings of CHSRA data shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CHSRA approved solution.

Print Name

Signature

Title of Authorized Representative

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ATTACHMENT 7
Customer References

Submission of this attachment is mandatory. Failure to complete and return this attachment with your offer will cause your offer to be rejected and deemed non-responsive.

At least 2 recent (dated within the last 3 years) references from customers. The references must be in the contractor's name, must include a telephone number of the person providing the reference, and must be for a similar IT consulting services requirements of this RFO.

REFERENCE 1
Bidder's Name:
Subcontractor that provided the services (if other than the bidder):
Company/Organization:
Contact:
Address:
Telephone:
Fax:
E-mail:
Contract Name and/or Description:
Bidder or Subcontractor's involvement:
Start Date (mm/dd/yyyy):
End Date (mm/dd/yyyy):
Contract Dollar Amount:
Describe corporate and/or State of California government experience for as it relates to application infrastructure support requirements of this RFO. The description of the contract must be detailed and comprehensive enough to permit the State to assess the similarity of the reference to the work anticipated in the award of the contract resulting from this procurement.

REFERENCE 2

Bidder's Name:

Subcontractor that provided the services (if other than the bidder):

Company/Organization:

Contact:

Address:

Telephone:

Fax:

E-mail:

Contract Name and/or Description:

Bidder or Subcontractor's involvement:

Start Date (mm/dd/yyyy):

End Date (mm/dd/yyyy):

Contract Dollar Amount:

Describe corporate and/or State of California government experience for as it relates to application infrastructure support requirements of this RFO. The description of the contract must be detailed and comprehensive enough to permit the State to assess the similarity of the reference to the work anticipated in the award of the contract resulting from this procurement.

REFERENCE 3

Bidder's Name:

Subcontractor that provided the services (if other than the bidder):

Company/Organization:

Contact:

Address:

Telephone:

Fax:

E-mail:

Contract Name and/or Description:

Bidder or Subcontractor's involvement:

Start Date (mm/dd/yyyy):

End Date (mm/dd/yyyy):

Contract Dollar Amount:

Describe corporate and/or State of California government experience for as it relates to application infrastructure support requirements of this RFO. The description of the contract must be detailed and comprehensive enough to permit the State to assess the similarity of the reference to the work anticipated in the award of the contract resulting from this procurement.

ATTACHMENT 8
Strategy for Completion of State's Scope of Work

The Contractors "Statement of Work" responds to the State's Scope of Work, Exhibit A and will be used to evaluate responsiveness to requirements. This Statement of Work provides a written strategy for each task/deliverable and must map each task/deliverable item back to the tasks/deliverables provided in the State's Scope of Work. The response must include any additional information that the Contractor deems necessary to explain how the Contractor intends to meet the State's requirements.

The Statement of Work needs to contain the following:

- a) Overview of the required tasks/deliverables.
- b) A general work plan for each task, sub-task, and deliverable which clearly describes the methodology of how the tasks will be performed, including but limited to; transition period to be fully operational for all requested services for this RFO.
- c) Including the number of years of experience working with application infrastructure support and data management systems.
- d) A more detailed work plan will be developed primarily by the contractor with assistance and guidance by the designated CHSRA contact personnel after contract award/execution.
- e) Timeframes for completion of EACH tasks/deliverables.
- f) Outlines of any additional deliverables that are proposed for the required tasks.
- g) Any other requirements shown in the State's Scope of Work document.

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ATTACHMENT 10
Cost Worksheet

Bidders will find the corresponding task and deliverable number in EXHIBIT A of the attached Scope of Work for the Application/Network Program name and description of EACH task and deliverable. Bidder must fully complete each section of the cost worksheet, including ALL subtotals and grand total sections.

Bidder must complete section (for subtotal costs for ALL tasks and deliverables) for an optional one-year extension period (or portion thereof). Contract pricing for a one-year extension period will be included for evaluation for the purpose of award. Evaluated contract costs for a contract extension will be adjusted accordingly, if at the State's option the contract is extended for less than a one full year.

Task #1 – Juniper VPN Appliances				
Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Task #1				\$
Task #2 – VMWare V-Sphere				
Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Task #2				\$
Task #3 – VMWare ESX 4.1				
Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Task #3				\$
Task #4 – Windows 2008+ Update Server				
Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Task #4				\$

Task #5 – File Server and Print Server

Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Task #5				\$

Task #6 – Domain and Backup Domain Controller

Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Task #6				\$

Task #7 – Virtual Desktop

Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Task #7				\$

Task #8 – Trapeze Suite (Wireless System)

Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Task #8				\$

Task #9 – WireShark (Network Analysis Program)

Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Task #9				\$

Task #10 – Kaspersky Network and Server Securities

Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Task #10				\$

Task #11 – SQL Database

Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Task #11				\$

SUBTOTAL COSTS OF ALL TASKS #s 1 through 11

Task #1 – Juniper VPN Appliances	\$
Task #2 – VMWare V-Sphere	\$
Task #3 – VMWare ESX 4.1	\$
Task #4 – Windows 2008+ Update Server	\$
Task #5 – File Server and Print Server	\$
Task #6 – Domain and Backup Domain Controller	\$
Task #7 – Virtual Desktop	\$
Task #8 – Trapeze Suite (Wireless System)	\$
Task #9 – WireShark (Network Analysis Program)	\$
Task #10 – Kaspersky Network/Server Securities	\$
Task #11 – SQL Database	\$
SUBTOTAL COSTS OF ALL TASKS	\$

Deliverable # 1 – Juniper VPN Appliance				
Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Deliverable # 1				\$
Deliverable # 2 – VMWare and V- Sphere				
Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Deliverable # 2				\$
Deliverable # 3 – Windows 2008+ Update Servers				
Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Deliverable # 3				\$
Deliverable # 4 – File Server and Print Server				
Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Deliverable # 4				\$
Deliverable # 5 – Domain and Backup Domain Controller				
Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Deliverable # 5				\$

Deliverable # 6 – Virtual Desktop Server

Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Deliverable # 6				\$

Deliverable # 7 – Trapeze SmartPass and Trapeze RingMaster

Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Deliverable # 7				\$

Deliverable # 8 – WireShark (Network Analysis Program)

Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Deliverable # 8				\$

Deliverable # 9 – Network and Server Securities

Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Deliverable # 9				\$

Deliverable # 10 – SQL Database

Job Title or Classification <i>(Must match MSA contract)</i>	Names of Assigned Personnel	# of Hours	Rate per Hour <i>Must be at or lower than MSA prices.</i>	Extended Total \$ <i>(# hours x rate per hour)</i>
Total Cost for Deliverable # 10				\$

SUBTOTAL COSTS OF ALL DELIVERABLES #s 1 through 10

Deliverable #1 – Juniper VPN Appliances	\$
Deliverable #2 – VMWare and V-Sphere	\$
Deliverable #3 – Windows 2008+ Update Server	\$
Deliverable #4 – File Server and Print Server	\$
Deliverable #5 – Domain and Backup Domain Controller	\$
Deliverable #6 – Virtual Desktop Server	\$
Deliverable #7 – Virtual Desktop	\$
Deliverable #8 – Trapeze – SmartPass & RingMaster	\$
Deliverable #9 – WireShark (Network Analysis Program)	\$
Deliverable #10 – Network & Server Securities	\$
Deliverable #11 – SQL Database	\$
SUBTOTAL COSTS OF ALL DELIVERABLES	\$

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**SUBTOTAL COSTS OF ALL TASKS #s 1 through 11
FOR OPTIONAL ONE-YEAR EXTENSION PERIOD**

Task #1 – Juniper VPN Appliances	\$
Task #2 – VMWare V-Sphere	\$
Task #3 – VMWare ESX 4.1	\$
Task #4 – Windows 2008+ Update Server	\$
Task #5 – File Server and Print Server	\$
Task #6 – Domain and Backup Domain Controller	\$
Task #7 – Virtual Desktop	\$
Task #8 – Trapeze Suite (Wireless System)	\$
Task #9 – WireShark (Network Analysis Program)	\$
Task #10 – Kaspersky Network/Server Securities	\$
Task #11 – SQL Database	\$
SUBTOTAL FOR OPTIONAL ONE-YEAR EXTENSION	\$

**SUBTOTAL COSTS OF ALL DELIVERABLES #s 1 through 10
FOR OPTIONAL ONE-YEAR EXTENSION PERIOD**

Deliverable #1 – Juniper VPN Appliances	\$
Deliverable #2 – VMWare and V-Sphere	\$
Deliverable #3 – Windows 2008+ Update Server	\$
Deliverable #4 – File Server and Print Server	\$
Deliverable #5 – Domain and Backup Domain Controller	\$
Deliverable #6 – Virtual Desktop Server	\$
Deliverable #7 – Virtual Desktop	\$
Deliverable #8 – Trapeze – SmartPass & RingMaster	\$
Deliverable #9 – WireShark (Network Analysis Program)	\$
Deliverable #10 – Network &Server Securities	\$
Deliverable #11 – SQL Database	\$
SUBTOTAL FOR OPTIONAL ONE-YEAR EXTENSION	\$

GRAND TOTAL COST OF ALL TASKS AND DELIVERABLES

SUBTOTAL COSTS OF ALL TASKS	\$
SUBTOTAL COSTS OF ALL DELIVERABLES	\$
SUBTOTAL FOR ALL TASKS ONE-YEAR EXTENSION	\$
SUBTOTAL FOR ALL DELIVERABLES ONE-YEAR EXTENSION	\$
Grand Total Cost for ALL Tasks and Deliverables For Initial One-Year Term and One-Year Extension	\$

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STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2 The term of this Agreement is: through

3. The maximum amount of this Agreement is: \$

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

- Exhibit A – Scope of Work page(s)
- Exhibit B – Budget Detail and Payment Provisions page(s)
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation.

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

California Department of General Services Use Only

Exempt

EXHIBIT A

SCOPE OF WORK

A. Scope and Description

The Contractor shall provide knowledgeable staff with the minimum qualifying years of Application Infrastructure Support (AIS) experience to work in association with State staff and other approved contractors' staff to deliver, and support efficiency of the Network applications currently in use by the CHSRA.

Contractor shall provide AIS services for the following; programs and software support:

- Juniper VPN Appliance Server
- Virtual Machine (VM) Server 14-plus (Microsoft server environment)
- File and Printer Server (Microsoft server environment)
- Imaging Desktop services
- Trapeze Networks (wireless support)
- Network and server securities
- Data storage and management

Key Objectives for this Agreement:

- Contractor shall maintain the functionality **at 97% of the time (except for Network and Server Securities at 99% of the time)** and update as necessary for the following programs:
 - **Juniper VPN Appliance Server** (secure remote access)
 - **V-Sphere** (virtualization platform for building cloud infrastructures)
 - **VMWare ESXi** (ESXi is the operating system, installed on server hardware on which the virtual machines are running)
 - **Windows Update Server 2008+** (Server that pushes updates and patches to other computers)
 - **File Server and Print Server** (Storage device dedicated to storing files and managing network printers)
 - **Domain and Backup Domain Server**
 - **Virtual Desktop** (Store resulting "virtualized" desktop on a remote central server)
 - **Trapeze Networks** (Wi-Fi networking infrastructure and services vendor)
 - **WireShark** (Network analysis program)
 - **Kaspersky Network and Server Securities at 99% of the time**
 - **SQL Server supporting CHSRA data** (Relational database server, developed by Microsoft)

General Requirements:

- Contractor is required to be available 24/7, including evenings, weekends and holidays for emergencies, upgrades and/or system rollouts, CHSRA Business hours are 8:00 AM to 5:00 PM, Monday through Friday
- Contractor shall attend all required IT AIS related meetings
- Contractor shall communicate with CHSRA with regard to change management and process with State and other stakeholders
- Contractor shall provide feedback on existing IT consultant technology implementations
- Contractor shall work and consult with CHSRA staff and State specified approved contractors to make informed and detailed IT AIS related assessments and recommendations
- Contractor shall work and consult with CHSRA staff regarding change management and to obtain prior authorization for implementing approved changes
- State of California will own all the applications (unless otherwise agreed upon) codes, data and developments used to support CHSRA and the State of California in its entirety
- Tasks or Deliverables are considered completed ONLY upon acceptance of the CHSRA. Time cards and work detailed invoicing will be used to track Contractor's listed work hours.

B. Acceptance Criteria

It shall be the State's sole determination as to whether a deliverable has been successfully completed and acceptable to the State. There must be a signed acceptance document for each deliverable before invoices can be processed for payment.

Acceptance criteria shall consist of the following:

1. Reports on written deliverables are completed as specified and approved.
2. All deliverables must be in a format can be used by the State.

If a deliverable is not accepted, the State shall provide the rationale in writing within 10 business days of receipt of the deliverable or upon completion of acceptance testing period.

C. State Responsibilities

It shall be the State's responsibility to provide the following items:

1. Provide access to business and technical documents as necessary for the contractor to complete the deliverables/tasks.
2. The State shall provide one State contract administrator to oversee and manage this contract. He/she will work with the Contractor to facilitate successful completion of Contractor's obligations, will review and approve invoices for payment in accordance with contract terms, and will resolve contract issues in a timely manner.
3. The State shall allow the contract administrator and/or designated procurement personnel time to attend Contractor meetings and discussions to facilitate the completion of required contract deliverables/tasks.
4. Provide building access which may include issuance of a building access keycard.
5. All Servers, Appliances, Applications, Operating Systems and Licenses described in the Scope of Work for Application Infrastructure Support services specified by this Agreement will be provided by the State of California

D. Contractor's Responsibilities

1. Contractor shall designate one project representative to oversee the management and requirements of the contract. The Contractor's project representative will work directly with CHSRA's Information Technology (IT) Manager or designated CHSRA staff.
2. Contractor shall adhere to all CHSRA security policies, including but not limited to; policy on identification badges/keycards and requirements for cardholders. This includes returning the card upon completion of contract.
3. Services provided under this contract shall be performed by Contractor in a manner that will not disrupt the operational needs of the State.
4. All buildings, appurtenances, and furnishings shall be protected by Contractor from damage caused by work performed under this contract. Such damages to the foregoing, upon approval by the State, shall be repaired and/or replaced at Contractor's expense by State approved methods, so as to restore the damaged areas to their original condition.
5. Contractor shall ensure that individuals assigned to this contract (employees and/or subcontractors) will exercise all necessary caution to avoid any injury to persons or any damage to property.

6. Contractor's employees (or subcontractors) shall participate in any emergency disaster exercises while they are working inside the CHSRA facilities.
7. Contractor shall maintain clear communication with CHSRA's staff and provide IT consulting services as necessary, this includes attending meetings with State staff and its stakeholders to review and discuss various areas of concern related to this contract; e.g. work plans/schedules, service requirements and specifications, meetings CHSRA's management and development staff to discuss CHSRA's web site and network, and/or other contract related issues and opportunities for improvement.
8. Contractor agrees to provide on a monthly basis, status and progress reports of all application infrastructure support services and any ad hoc reports on an as needed basis as requested by designated CHSRA's personnel.
9. In accordance with the Budget Detail and Payment Provisions, Exhibit B of this Agreement the Contractor agrees to provide on a monthly basis for CHSRA's approval; on approved and completed Tasks and Deliverables based invoice(s) with supportive documentation for all services rendered with enough detail for CHSRA designated personnel can review and approve for authorization for payment. The Contractor shall provide clear invoices delivered in a timely manner. See Exhibit B, Budget Detail and Payment Provisions located herein for further details.
10. Contractor shall utilize State approved standard security measures to protect storage media containing CHSRA data.

In accordance with Budget Letter 05-32 the following provisions are required:

- Portable computing devices and portable electronic storage media that contain confidential, personal, or sensitive information must use encryption or equally strong measures to protect the data while being stored.
- The policy applies to all portable computing devices or portable electronic storage media that contain state data, including equipment owned by employees, vendors, contractors, or researchers. Where state-owned confidential, sensitive, and/or personal data exists, it must not be allowed on any portable equipment or media that is not protected.
- The policy does not apply to mainframe and server tapes at this time, but may be revised at a future date to apply to these as well.

In submitting an offer to the RFO, the bidder agrees to use encryption or equally strong measure to FIPS 140-2 certified algorithm; e.g. Advanced Encryption Standard (AES), with a 128-bit key or higher, to protect confidential, personal, or sensitive information while stored on any portable computing device or portable electronic storage media containing state data if awarded a contract as a result of this RFO.

Link to Budget Letter 05-32:

www.dof.ca.gov/budgeting/budget_letters/documents/BL05-32.doc

E. Project Site

The Contractor will work at their own site at no additional cost to the State but must be available to meet with State officials when requested at the project site. The State will not reimburse for travel to and from the project site. The CHSRA contract administrator will work with the Contractor to develop a meeting plan.

The designated project site shall be the CHSRA office located at 770 L Street, Suite 800, Sacramento, CA 95814. Parking facilities are available in the immediate area should the contractor choose to utilize it and pay the required parking fee (the State shall not be charged and will not pay Contractor's parking fees).

The State is not responsible for Contractor's losses on State property, or otherwise, caused by any reason.

F. Travel

Travel is not required in performance of this contract.

G. Contract Term

The term of this contract shall be for a one-year period with the State's option to amend the contract for a one-year extension period, or portion thereof. If the State and Contractor fail to come to a mutual agreement as to a contract extension, the contract will terminate at the end of the initial one-year term.

Original evaluated contract pricing for the initial one-year term and for a one-year extension period will be in effect for the entire contract term. Contract pricing evaluated for an optional one-year contract extension period will be adjusted accordingly, if at the State's option the contract is extended for less than a one full year.

Any contract extension will not become effective until an approved contract amendment has been properly executed by both parties the State and Contractor to the contract in a timely manner.

H. Contract Amendment

Any changes or revisions to this contract will not become effective until an approved contract amendment has been properly executed by both parties the State and Contractor to the contract in a timely manner.

I. Early Termination Clause

The State reserves the right to terminate this contract ***in part or in its entirety*** at the sole discretion of the State at any time throughout the life of this Agreement. The state will provide the contractor **at** least Thirty (30) calendar day written notice prior to early termination.

J. Follow-on Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a state agency to develop a feasibility study or provide formal recommendations is precluded from contracting for any work recommended in the feasibility study or the formal recommendation.

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EXHIBIT A
SCOPE OF WORK (CONTINUED)

REQUIRED TASKS AND DELIVERABLES

TASK#	PROGRAM	TECHNICAL DESCRIPTION
1 Hourly Rate	<i>Application/Network and Server Maintenance:</i> Juniper VPN Appliances	<ul style="list-style-type: none"> Contractor shall configure and maintain Juniper VPN application on State furnished Juniper VPN Appliances that will support CHSRA's requirements Juniper VPN licenses are State furnished
2 Hourly Rate	<i>Application/Network and Server Maintenance:</i> VMWare V-Sphere	<ul style="list-style-type: none"> Contractor shall configure and maintain V-Sphere which is a vmware (graphic hypervisor) used to control vmware on-site on State furnished server that will support CHSRA's requirements
3 Hourly Rate	<i>Application/Network and Server Maintenance:</i> VMware ESX 4.1	<ul style="list-style-type: none"> Contractor shall install, configure and maintain Vmware ESX 4.1 on IBM 3850 X5 running on twenty-three (14+) State furnished virtual machines that will support CHSRA's requirements for maintenance and upgrades Vmware ESX 4.1 licenses are State furnished State furnished operating system is Windows 2008+
4 Hourly Rate	<i>Application/Network and Server Maintenance:</i> Window 2008+ Update Server	<ul style="list-style-type: none"> Contractor shall configure and maintain Windows 2008+ Server on State furnished server that will support CHSRA's requirements State furnished operating system is Windows 2008+
5 Hourly Rate	<i>Application/Network and Server Maintenance:</i> File Server and Print Server	<ul style="list-style-type: none"> Contractor shall configure and maintain File Server and Print Server on two (2) separate State furnished servers that will support CHSRA's requirements File Server and Print Server are State furnished
6 Hourly Rate	<i>Application/Network and Server Maintenance:</i> Domain and Backup Domain Controller	<ul style="list-style-type: none"> Contractor shall maintain, update Domain and Backup Domain Controller on State furnished SQL 2008 R2 Server that will support CHSRA's requirements Domain and Backup Domain Controller are State furnished State furnished operating system is Windows 2008+
7 Hourly Rate	<i>Application/Network and Server Maintenance:</i> Virtual Desktop	<ul style="list-style-type: none"> Contractor shall configure and maintain Virtual Desktop on State furnished server that will support CHSRA's requirements Virtual Desktop runs on Kaspersky Administration services State furnished operating system is Windows 2008+

TASK#	PROGRAM	TECHNICAL DESCRIPTION
8 Hourly Rate	Application/Network and Server Maintenance: Trapeze Suite (Wireless System)	<ul style="list-style-type: none"> Contractor shall configure and maintain Trapeze Smartpass and Trapeze Ringmaster (for wireless system) on State furnished server that will support CHSRA's requirements Trapeze Smartpass and Trapeze Ringmaster are State furnished
9 Hourly Rate	Application/Network and Server Maintenance: WireShark (Network Analysis Program)	<ul style="list-style-type: none"> Contractor shall configure and maintain WireShark (Network Analysis Program) that will support CHSRA's requirements WireShark is State furnished
10 Hourly Rate	Application/Network and Server Maintenance: Kaspersky Network and Server Securities	<ul style="list-style-type: none"> Contractor shall work with CHSRA staff to provide maximum security to CHSRA servers and network on State furnished server that will support CHSRA's requirements CHSRA servers and network are State furnished
11 Hourly Rate	Application/Network and Server Maintenance: SQL Database	<ul style="list-style-type: none"> Contractor shall maintain and configure and maintain SQL Server 2008+ for CHSRA data warehousing, data management and reporting server on State furnished server that will support CHSRA's requirements SQL Server 2008+ is State furnished
DELIVERABLE #	PROGRAM	DESCRIPTION
1 Hourly Rate	Application/Network and Server Functionality: Juniper VPN Appliance	<ul style="list-style-type: none"> Contractor shall maintain <u>Juniper VPN Appliance</u> (on State furnished server) functionality at <u>97% of the time</u>
2 Hourly Rate	Application/Network and Server Functionality: VMWare and Vsphere	<ul style="list-style-type: none"> Contractor shall maintain <u>VMWare and Vsphere</u> (on State furnished server) functionality at <u>97% of the time</u>
3 Hourly Rate	Application/Network and Server Functionality: Windows 2008+ update Servers	<ul style="list-style-type: none"> Contractor shall update and maintain <u>Windows 2008+ Servers</u> functionality at <u>97% of the time</u> Contractor shall ensure that Windows 2008+ updates are pushed to other CHSRA's systems as necessary
4 Hourly Rate	Application/Network and Server Functionality: File Server and Print Server	<ul style="list-style-type: none"> Contractor shall maintain <u>File Server</u> functionality at <u>97% of the time</u> Contractor shall maintain <u>Print Server</u> functionality at <u>97% of the time</u>

DELIVERABLE #	PROGRAM	DESCRIPTION
5 Hourly Rate	<i>Application/Network and Server Functionality:</i> Domain and Backup Domain Controller	<ul style="list-style-type: none"> Contractor shall maintain <u>Domain Controller and Backup Domain Controller</u> functionality at <u>97% of the time</u>
6 Hourly Rate	<i>Application/Network and Server Functionality:</i> Virtual Desktop Server	<ul style="list-style-type: none"> Contractor shall maintain <u>Virtual Desktop Server</u> functionality at <u>97% of the time</u>
7 Hourly Rate	<i>Application/Network and Server Functionality:</i> Trapeze SmartPass and Trapeze RingMaster	<ul style="list-style-type: none"> Contractor shall maintain <u>Trapeze SmartPass and Trapeze RingMaster</u> functionality at <u>97% of the time</u>
8 Hourly Rate	<i>Application/Network and Server Functionality:</i> WireShark	<ul style="list-style-type: none"> Contractor shall maintain <u>WireShark</u> functionality at <u>97% of the time</u>
9 Hourly Rate	<i>Application/Network and Server Functionality:</i> Network & Server Securities	<ul style="list-style-type: none"> Contractor shall maintain <u>Network and Server Securities</u> functionality at <u>99% of the time</u>
10 Hourly Rate	<i>Application/Network and Server Functionality:</i> SQL Database	<ul style="list-style-type: none"> Contractor shall maintain <u>SQL Database server, data, data security</u> functionality at <u>99% of the time</u> SQL Database for reporting purposes must be available to retrieve data for Thirty-Five (35) plus years.

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3. **Prompt Payment Clause**

- a) Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. **Contractor Overpayments**

- a) If the State determines that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) calling the Contractor's accounting office to request a refund of the overpayment amount, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment or credit is not received within thirty (30) days from the date of notice.
- b) If Contractor discovers they have received an overpayment, Contractor must notify the State and refund the overpayment immediately.

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EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The State of California Department of General Services, Procurement Division (DGS/PD) will include by reference General Terms and Conditions executed under the DGS/PD, Master Services Agreement Number(s) 5-10-70-01 through 5-10-70-120 for IT Consulting Services.

By signing the Agreement, your firm agrees to the terms and conditions as stated in your proposed MSA contract. This page will not be included with the final contract. The General Terms and Conditions will be included by reference (as indicated below) on the first page of the Standard Agreement (Std. 213).

You may view these documents using the following links:

Information Technology General Provisions, GSPD401IT (Rev.06/08/10)

<http://www.documents.dgs.ca.gov/pd/modellang/GPIT060810.pdf>

Information Technology Personal Services Special Provisions, (Rev. 02/08/07)

<http://www.documents.dgs.ca.gov/pd/modellang/personalservicespecial020807.pdf>

Supplemental Terms and Conditions, (Rev. 08/10/09)

<http://www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf>

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EXHIBIT D

SPECIAL TERMS AND CONDITIONS

A. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

B. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Department of General Services, Office of Legal Services or designee within ten (10) days of discovery of the problem. Within ten (10) days the director or designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the director or designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

C. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

D. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

E. Funding Availability

This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature which may affect the provisions, terms, or funding of this contract in any manner.