Solicitation CSS 188

CSE Maintenance and Operations Services

State of California

Bid CSS 188
CSE Maintenance and Operations Services

Bid Number	CSS 188
Bid Title	CSE Maintenance and Operations Services
Bid Start Date	May 27, 2010 2:48:15 PM PDT
Bid End Date	Jun 22, 2010 5:00:00 PM PDT
Bid Contact	Christina Cervantes 916-375-4494 Christina.Cervantes@dgs.ca.gov

Standard Disclaimer

The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.

The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

THE COST OPENING SCHEDULED FOR 05/28/10 HAS BEEN RESCHEDULED. SEE THE KEY ACTION DATES LISTED IN ADDENDUM 6, SECTION I.

Addendum 6 is being posted to make changes to the IFB and extend the bid due date. Documents are identified by Add 6 preceding the document title.

The purpose of this Invitation for Bid (IFB) is to obtain maintenance and operations (M&O) services for the Child Support Enforcement (CSE) system. The term of the contract shall be three (3) years from the contract start date.

DEPARTMENT OF CHILD SUPPORT SERVICES

California Child Support Automation System (CCSAS)

Invitation for Bid
for

Child Support Enforcement (CSE) System

Maintenace & Operations (M&O) Services

IFB CSS 188

IMPORTANT NOTICE TO ALL BIDDERS

Solicitation No. IFB CSS 188

This solicitation/acquisition is being conducted under Public Contract Code § 12125, et seq., the Alternative Protest Process.

Submission of a bid constitutes consent of the bidder for participation in the Alternative Protest Process.

Any protests filed in relation to the proposed contract award shall be conducted under the procedures in this document for the Alternative Protest Process.

ANY BIDDER WISHING TO PROTEST THE PROPOSED AWARD OF THIS SOLICITATION MUST SUBMIT A WRITTEN NOTICE OF INTENT TO PROTEST (FACSIMILE ACCEPTABLE) TO THE COORDINATOR BEFORE THE CLOSE OF BUSINESS ON THE LAST DAY OF THE PROTEST PERIOD, WHICH WILL BE ESTABLISHED IN THE NOTICE OF INTENT TO AWARD. FAILURE TO SUBMIT A TIMELY, WRITTEN NOTICE OF INTENT TO PROTEST WAIVES THE BIDDER'S RIGHT TO PROTEST.

Alternative Protest Process Coordinator/Dispute Resolution

Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Voice: (916) 375-4587
Fax: (916) 375-4611

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1. INTRODUCTION AND OVERVIEW

1.1 Purpose of this Invitation for Bid

The purpose of this Invitation for Bid (IFB) is to obtain the services of a Contractor to provide maintenance and operations (M&O) services for the Child Support Enforcement (CSE) system. The contract award, if made, will be to the responsible bidder submitting a responsive bid that is the lowest cost after application of any preference and incentive requirements, if applicable. The term of the contract shall be three (3) years from the contract start date. At the State's option, the Contract may be extended in increments of two (2) years, up to six (6) additional years. The maximum cost for the CSE M&O Services contract will be capped at $24 million annually. The CSE M&O Services Contractor shall perform all of the services specified in Section 6, Statement of Work Requirements, on-site at State facilities in Rancho Cordova, California, except as specifically identified in this IFB.

The CSE system is managed under the authority of the Department of Child Support Services (DCSS). Responsibility for managing and delivering M&O services is currently being transitioned from the integration contractor to the State via a knowledge management/transfer program that is an integral part of the integration contract and project plan. By the end of the current contract, M&O services will be provided by State staff assisted by contract services where appropriate, with the State taking full responsibility for M&O service delivery. To fulfill this responsibility, the Department must have in place all the resources, including personnel, equipment, and facilities, required to continue CSE System operations without impact to system reliability, availability and performance. Over the nine (9) year maximum contract term, the State intends to transition all tasks to State employees as positions are approved and funded. Therefore, the contract staff will be reduced as State positions are filled and staff are trained.

1.2 Background

Pursuant to federal law under the Family Support Act (FSA) of 1988 and Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA), California is mandated to create and maintain a single, statewide child support automation system. There are two distinct components of a single statewide system: the Child Support Enforcement System and the State Disbursement Unit (SDU). The CSE System provides the core automated functionality in support of the overall Child Support Program. The SDU, which interfaces with the CSE system, is responsible for collection and disbursement of child support payments.

Chapter 479, Statutes of 1999 (AB 150), established the Department of Child Support Services, and required the Franchise Tax Board (FTB) to procure, develop, implement, and maintain the CSE System in all California counties. In 2000, DCSS was authorized to conduct an alternative procurement for the CSE System, and a CSE Feasibility Study Report (FSR) was approved in June 2003. The FSR covered a ten-year period that extends through June 2013.

In July 2003, a competitive procurement resulted in a contract award to the IBM Alliance (including IBM, Accenture, and CGI) for development and implementation of the CSE System. The initial operational version of the CSE System and SDU services were implemented by September 2005, and all California counties were transitioned to the SDU by April 2006 and to CSE by November 2008. The CSE System integration contract included a two-year post-full-implementation maintenance and operations period. Consistent with the CSE FSR, DCSS is currently transitioning responsibility for M&O from the IBM Alliance to the State.

1.3 Scope of IFB and Bidder Admonishment

This IFB is being conducted under the procedures developed by the State of California, Department of General Services (DGS) as provided under Public Contract Code Section 12100, et seq. This IFB contains the instructions governing the requirements for a firm quotation to be submitted by interested bidders. The format that bid information is to be submitted and the material to be included therein follows. This IFB also addresses the requirements that bidders must meet to be eligible for consideration, as well as addressing bidders' responsibilities before and after contract award.

IN ORDER TO BE AFFORDED THE BENEFITS OF THE STEPS INCLUDED IN THIS IFB, THE BIDDER MUST TAKE THE RESPONSIBILITY TO:

- Carefully read the entire IFB;
- Ask appropriate questions in a timely manner, if clarification is necessary;
- Submit all complete, required responses by the required dates and times;
- Make sure that all procedures and requirements of the IFB are accurately followed and appropriately addressed; and
- Carefully reread the entire IFB before submitting each bid.

1.4 Availability

The awarded Contractor must be able to meet the requirements of this IFB and begin work on or before the Contractor Start Work Date specified in Section 1.6, Key Action Dates.

1.5 Procurement Contacts

All correspondence should be sent to the Procurement Official listed below. If delivering your correspondence in person, please contact the Procurement Official below to schedule an appointment for delivery. Protests of the Contract Award must follow the procedures outlined in Section 2.5.4, Protests.

Christina Cervantes
Department of General Services

Procurement Division, Technology Acquisitions Branch (TAB)
707 Third Street, 2nd Floor
West Sacramento, CA 95605
(916) 375-4494 Fax: 376-6238
Email: Christina.Cervantes@dgs.ca.gov

1.6 Key Action Dates

Listed below are the key actions and dates by which these actions must be taken or completed. If the State needs to change any of the dates up to the submission of the Final Bids, it will be accomplished via an addendum to this IFB.

Table 1-1 Key Action Dates

ACTIONS	TIME[1]	DATES
1. Release of IFB		1/14/2010
2. Bidders' Conference (attendance optional) LOCATION: Dept of Child Support Services 11120 International Drive, Room 1340-1341 Rancho Cordova, CA 95741-9064	10:00 a.m.	1/26/2010
3. Last day to Submit Exhibit 1-B, Letter of Intent to Bid	5:00 p.m.	2/4/2010
4. Last Day to Request a Change in the Requirements of the IFB[2]	5:00 p.m.	2/4/2010
5. Last day to Submit Questions for Clarification of IFB	5:00 p.m.	2/17/2010
6. Last Day to Submit Protests of the IFB Requirements[3]	5:00 p.m.	2/23/2010
7. Last Day to Submit Final Bids[4]	2:00 p.m.	3/15/2010
ALL DATES SUBSEQUENT TO THE FINAL BID SUBMISSION ARE APPROXIMATE AND MAY BE ADJUSTED WITHOUT AN ADDENDUM TO THIS IFB.		
8. Reference Checks for Corporate and Staff References	8:00 a.m. – 5:00 p.m.	3/22/2010 – 3/26/2010
9. Opening of Costs LOCATION: Department of Child Support Services 11150 International Drive, Lobby Rancho Cordova, CA 95741	2:00 p.m.	5/28/2010
10. Issuance of the Notice of Intent to Award		7/21/2010
11. Last Day to Protest Selection	5:00 p.m.	7/23/2010
12. Award Contract[5]		7/28/2010
13. Contractor Start Work Date	8:00 a.m.	9/1/2010

1.7 Intention to Bid

Bidders that want to participate in the IFB steps must submit a Letter of Intent to Bid (Exhibit 1-B) by the Key Action Date listed in Section 1.6, Key Action Dates in accordance with Section 2.2.6, Supplier's Intention to Submit a Bid. Only those

[1] All times are in "Pacific Time," either "Daylight Time" or "Standard Time" as applicable for California.
[2] Or five (5) days following the last Addendum that changes the requirements of the IFB. Refer to Section 2.2.4, Questions regarding the IFB.
[3] Last day to submit a protest of the IFB requirements may be adjusted to five (5) working days following the last addendum that changes the requirements of the IFB, if any. Refer to Section 2.5.4, Protests.
[4] Final Bids must be submitted to the Procurement Official listed in Section 1.5 Procurement Contacts. Bidders: Review Exhibit 1-A Final Bid Checklist prior to submitting Final Bid.
[5] Award of contract is contingent upon State and Federal approvals.

Bidders acknowledging interest in this IFB will continue to receive additional correspondence throughout this procurement. The letter should identify the contact person for the solicitation process, as well as a phone and fax number (refer to IFB Exhibit 1-B, Letter of Intent to Bid). The State is responsible for notifying one (1) contact person per bidder. Information related to a Bidder will only be given to the designated contact person. It shall be the Bidder's responsibility to immediately notify the Procurement Official, identified in Section 1.5 Procurement Contacts, in writing, regarding any revision to the information. The State shall not be responsible for bid correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, about any change pertaining to the designated contact person.

1.8 Bidders Library

The State will maintain a Bidders Library. Bidders will be able to download copies of the Bidders Library documents from the following website:

http://www.childsup.ca.gov/acquisitions

All bidders should review the Bidders Library documents. Documents within the Bidders Library may be added, deleted, and/or modified throughout the IFB process. Bidders will be notified of changes to the Bidders Library via BidSync.

1.9 Americans with Disabilities Act (ADA)

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

For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the Procurement Official identified in Section 1.5 Procurement Contacts. You may also contact the State at the numbers listed below.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST FOR REASONABLE MODIFICATION AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891

The California Relay Service Telephone Numbers are:

Voice:	1-800-735-2922 or 1-888-877-5379
TTY:	1-800-735-2929 or
	1-888-877-5378
Speech to Speech:	1-800-854-7784

Exhibit 1-A BIDDER'S FINAL BID CHECKLIST

- DOES YOUR FINAL BID SUBMITTAL DOCUMENTATION FOLLOW THE FORMAT SPECIFIED IN SECTION 8 (BID FORMAT) IN THE IFB?
  - ⇒ COVER LETTER WITH ORIGINAL SIGNATURE INCLUDED?
  - ⇒ LABELED VOLUMES AS IDENTIFIED AND IN THE SPECIFIED NUMBER OF COPIES?
  - ⇒ NO COST DATA PROVIDED IN ANY VOLUMES EXCEPT VOLUME 3
- IS THE CONTRACT IN YOUR FINAL BID AND IN ORDER?
  - ⇒ CONTRACT SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE FIRM?
  - ⇒ HAVE ALL BLANK AREAS IN THE CONTRACT LANGUAGE BEEN COMPLETED?
  - ⇒ HAVE THE COSTS FOR ALL EQUIPMENT AND SERVICES BEING OFFERED IN THE FINAL BID BEEN IDENTIFIED IN THE APPLICABLE EXHIBITS OF THE CONTRACT?
  - ⇒ HAVE THE CALCULATIONS FOR THE ABOVE COSTS BEEN CHECKED FOR ACCURACY?
  - ⇒ DO THE COSTS ENTERED ON THE COST SHEETS IN VOLUME 3 OF THE FINAL BID SUBMITTAL CORRESPOND WITH THOSE COSTS IDENTIFIED IN THE CONTRACT EXHIBIT(S)?

IN THE "CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS" PACKET, IS THE "DVBE PROGRAM REQUIREMENTS SUPPLIER CHECKLIST" FOR ASSISTING BIDDERS IN THE COMPLETION AND SUBMISSION OF REQUIRED DOCUMENTS FOR THE REQUIREMENT.

BIDDERS: THE STATE MAKES NO WARRANTY THAT THE CHECKLIST IS A FULL COMPREHENSIVE LISTING OF EVERY REQUIREMENT SPECIFIED IN THE SOLICITATION. CHECKING OFF THE ITEMS ON THE CHECKLIST DOES NOT ESTABLISH YOUR FIRM'S INTENT NOR DOES IT CONSTITUTE RESPONSIVENESS TO THE REQUIREMENT(S). THE CHECKLIST IS ONLY A TOOL TO ASSIST PARTICIPATING BIDDERS IN COMPILING THEIR FINAL BID RESPONSE. BIDDERS ARE ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION. THE NEED TO VERIFY ALL DOCUMENTATION AND RESPONSES PRIOR TO THE SUBMISSION OF FINAL BIDS CANNOT BE OVER EMPHASIZED.

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Exhibit 1-B Letter of Intent to Bid

Date: _____

Christina Cervantes
Department of General Services
Procurement Division, Technology Acquisitions Branch (TAB)
707 Third Street, 2nd Floor
West Sacramento, CA 95605

Reference: IFB CSS 188

This is to notify you that <insert company's name> intends to (bidders should select one of the options below).

1. ☐ Submit a bid and has no problem with the IFB requirements.
2. ☐ Submit a bid, but has one or more problems with the IFB requirements for reasons stated in this response.
3. ☐ Decline to submit a bid for reasons stated in this response, and has no problem with the IFB requirements.
4. ☐ Decline to submit a bid because of one or more problems with the IFB requirements for reasons stated in this response.

(If the bidder selects options 2, 3, or 4, the reasons should be stated on a separate page with the Letter of Intent to Bid).

The individual to whom all information regarding this IFB should be transmitted is:

- Company Name: _____
- Contact Person: _____
- Address: _____
- City, State, & Zip: _____
- Phone Number: _____ Fax Number: _____
- E-mail Address _____

Sincerely,

_____
Signature of Company Representative

_____
Printed/Typed Name and Title of Company Representative

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2. RULES GOVERNING COMPETITION

2.1 Identification and Classification of IFB Requirements

2.1.1 Requirements

The State has established certain requirements with respect to bids to be submitted by prospective contractors. The use of "shall," "must," or "will" (except to indicate simple futurity) in the IFB indicates a requirement or condition which is mandatory. A deviation, if not material, may be waived by the State. A deviation from a requirement is material if the deficient response is not in substantial accord with the IFB requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity or quality of items bid,* amount paid to the supplier, or on the cost to the State. Material deviations cannot be waived.

2.1.2 Desirable Items

The words "should" or "may" in the IFB indicate desirable attributes or conditions, but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, even if material, will not in itself cause rejection of the bid.*

2.2 Bidding Requirements and Conditions

2.2.1 General

This IFB, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of goods and services by public bodies in the State of California. A bidder's Final Bid is an irrevocable offer for 180 days following the scheduled date for contract award specified in Section 1. A bidder may extend the offer in the event of a delay of contract award.

2.2.2 IFB Documents

This IFB includes, in addition to an explanation of the State's needs which must be met, instructions which prescribe the format and content of bids to be submitted and the model(s) of the contract(s) to be executed between the State and the successful bidder(s).

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB, the bidder shall immediately notify the Procurement Official identified in Section 1 of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to Paragraph 2.2.7, Addenda, below. Such clarifications shall be given by written notice to all parties who have identified themselves as bidders to the Procurement Official identified in Section 1, without divulging the source of the request for same. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible therefore.

*If this solicitation document is an IFB, the word "bid" as used throughout is intended to mean "proposed," "propose" or "proposal" as appropriate.

If the IFB contains an error known to the bidder, or an error that reasonably should have been known, the bidder shall bid at its own risk. If the bidder fails to notify the State of the error prior to the date fixed for submission of bids, and is awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.2.3 Examination of the Work

The bidder should carefully examine the entire IFB and any addenda thereto, and all related materials and data referenced in the IFB or otherwise available to the bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work. Specific conditions to be examined may be listed in the IFB section on ADMINISTRATIVE REQUIREMENTS and/or the section on STATEMENT OF WORK REQUIREMENTS.

2.2.4 Questions Regarding the IFB

Bidders requiring clarification of the intent or content of this IFB or on procedural matters regarding the competitive bid process may request clarification by submitting questions, in an email or envelope clearly marked "Questions Relating to IFB CSS 188" (using the IFB identification on the IFB title page), to the Procurement Official listed in Section 1. To ensure a response, questions must be received in writing by the scheduled date(s) given in Section 1. Question and answer sets will be provided to all bidders without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

A bidder who desires clarification or further information on the content of the IFB, but whose questions relate to the proprietary aspect of that bidder's bid and which, if disclosed to other bidders, would expose that bidder's bid, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date specified in Section 1 to ensure a response. The bidder must explain why any questions are sensitive in nature. If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the bid, the question will be answered and both the question and answer will be kept in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the bidder will be so notified.

If the bidder believes that one or more of the IFB requirements is onerous, unfair, or imposes unnecessary constraints to the bidder in proposing less costly or alternate solutions, the bidder may request a change to the IFB by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change. Such request must be submitted to the Procurement Official by the date specified in Section 1 for submitting a request for change. **Oral answers shall not be binding on the State.**

2.2.5 Bidders' Conference

A Bidders' Conference may be held, during which suppliers will be afforded the opportunity to meet with State personnel and discuss the content of the IFB and the procurement process. Suppliers are encouraged to attend the Bidders’ Conference.

The time, date and place of such conference, if held, is included in the Key Action Dates specified in Section 1.

The State may also accept oral questions during the conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. If questions asked at the conference cannot be adequately answered during the discussion, answers will be provided in writing at a later date. Oral answers shall not be binding on the State.

2.2.6 Supplier's Intention to Submit a Bid

Suppliers who want to participate in the bidding process are asked to state their intention by the date specified in Section 1, KEY ACTION DATES, with respect to submission of bids. The State is also interested as to a supplier's reasons for not submitting a bid; as, for example, requirements that cannot be met or unusual terms and conditions which arbitrarily raise costs. Suppliers are asked to categorize their intent as follows:

a. Intends to submit a bid and has no problem with the IFB requirements.

b. Intends to submit a bid, but has one or more problems with the IFB requirements for reasons stated in this response.

c. Does not intend to submit a bid, for reasons stated in this response, and has no problem with the IFB requirements.

d. Does not intend to submit a bid because of one or more problems with the IFB requirements for reasons stated in this response.

If a supplier intends to submit a bid, the letter should include additional information identified in Section 1, INTENTION TO BID. If suppliers have indicated significant problems with the IFB requirements, the State will examine the stated reasons for the problems and will attempt to resolve any issues in contention, if not contrary to the State's interest, and will amend the IFB if appropriate. All suppliers who have submitted an intention will be advised by the State of any actions taken as a result of the suppliers' responses. If after such actions, a supplier determines that the requirements of the IFB unnecessarily restrict its ability to bid, the supplier is allowed five (5) working days to submit a protest to those IFB requirements or the State's action, according to the instructions contained in Paragraph 2.5.4 of this section.

Hereafter, for the purposes of the instructions of this IFB, all suppliers who have indicated their intent to submit a Final Bid are called bidders until such time that the bidder withdraws or other facts indicate that the bidder has become nonparticipating. Should a bidder not participate in a bid step, the State reserves the right to drop them from the participating bidder list and they will not receive any further correspondence until they contact the Procurement Official to indicate that they would like further correspondence.

2.2.7 Addenda

The State may modify the IFB prior to the date fixed for Contract Award by issuance of an addendum to all bidders who are participating in the bidding process at the time the addendum is issued, unless the amendments are such as to offer the

opportunity for nonparticipating bidders or supplies that submitted an intention to become participating, in which case the addendum will also be sent to those parties. Addenda will be numbered consecutively. If any supplier determines that an addendum unnecessarily restricts its ability to bid, the supplier is allowed five (5) working days to submit a protest to the addendum according to the instructions contained in Paragraph 2.5.4 of this section.

2.2.8 Plastic Trash Bag Certification Violations

Public Resources Code Section 42290 et seq. prohibits the State from contracting with any supplier, manufacturer, or wholesaler, and any of its divisions, subsidiaries, or successors that have been determined to be noncompliant to the recycled content plastic trash bag certification requirements. This includes award of a State contract or subcontract or renewal, extension, or modification of an existing contract or subcontract. Prior to award the State shall ascertain if the intended awardee or proposed subcontractor is a business identified on the current California Integrated Waste Management Board noncompliant list(s). In the event of any doubt of the status or identity of the business in violation, the State will notify the Board of the proposed award and afford the Board the opportunity to advise the State. No award will be made when either the bidder or a subcontractor has been identified either by published list or by advice from the Board, to be in violation of certification requirements.

2.2.9 Bonds (NOT APPLICABLE)

2.2.10 Discounts

In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the State, time will be computed from date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the State, date of delivery shall mean the date the supplies or equipment are accepted by the State during the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the State warrant or check.

Cash discounts offered by bidders for the prompt payment of invoices will not be considered in evaluating offers for award purposes; however, all offered discounts will be taken if the payment is made within the discount period, even though not considered in the evaluation of offers.

2.2.11 Joint Bids (NOT APPLICABLE)

2.2.12 Air or Water Pollution Violations

Unless the contract is less than $25,000 or with a non-competitively bid contractor, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any state or federal air or water pollution control law.

Prior to an award, the State shall ascertain if the intended awardee is a person included in notices from the Boards. In the event of any doubt of the intended

awardee's identity or status as a person who is in violation of any state or federal air or water pollution law, the State will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the Department that the intended awardee is such a person.

No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of state or federal air or water pollution control laws.

2.2.13 Fair Employment and Housing Commission Regulations

The California Government Code Section 12990 requires all State contractors to have implemented a Nondiscrimination Program before entering into any contract with the State. The Department of Fair Employment and Housing (DFEH) randomly selects and reviews State contractors to ensure their compliance with the law. DFEH periodically disseminates a list of suppliers who have not complied. Any supplier so identified is ineligible to enter into any State contract.

2.2.14 Exclusion for Conflict of Interest

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

2.2.15 Seller’s Permit (NOT APPLICABLE)

2.2.16 Disclosure of Financial Interests

Bids in response to State procurements for assistance in preparation of feasibility studies or the development of recommendations for the acquisition of IT products and services must disclose any financial interests (i.e., service contract, Original Equipment Manufacturer (OEM) agreements, remarketing agreements, etc.) that may foreseeably allow the individual or organization submitting the proposal to materially benefit from the State's adoption of a course of action recommended in the feasibility study or the acquisition recommendations. If, in the State's judgment, the financial interest will jeopardize the objectivity of the recommendations, the State may reject the proposal.

2.2.17 Unfair Practices Act and Other Laws

Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable State and Federal laws and regulations.

2.3 Bidding Steps

2.3.1 General

The procurement process to be used in this acquisition is composed of at least one phase of bid development. **REFER TO SECTION 1 TO DETERMINE WHICH PHASES AND STEPS ARE INCLUDED IN THIS IFB. REFERENCES IN THIS SECTION 2 TO STEPS NOT INCLUDED IN SECTION 1 ARE NOT APPLICABLE TO THIS IFB.** There is always a Final Phase, which may include a Draft Bid and revisions, and will always include a Final Bid. Prior to the Final Phase, there may be a Compliance Phase. The possible steps of the Compliance Phase are a Conceptual Proposal, Detailed Technical Proposal and revisions of either or both. A description of these phases and their steps follows.

The Final Bid is a mandatory step for all bidders; all other steps are optional. However, all bidders are strongly encouraged to follow the scheduled steps of this procurement to increase the chance of submitting a compliant Final Bid. **Cost submitted in any submission other than the Final Bid may preclude the bidder from continuing in the process.**

2.3.2 Compliance Phase (NOT APPLICABLE)

2.3.2.1 Conceptual Proposal (NOT APPLICABLE)

2.3.2.2 Detailed Technical Proposal (NOT APPLICABLE)

2.3.2.3 Evaluation of Proposals and Discussion Agenda (NOT APPLICABLE)

2.3.2.4 Confidential Discussion with Each Bidder (NOT APPLICABLE)

2.3.2.5 Discussion Memorandum (NOT APPLICABLE)

2.3.2.6 Rejection of Bidder's Proposal (NOT APPLICABLE)

2.3.2.7 Submission of Amended Proposal (NOT APPLICABLE)

2.3.3 Final Phase

The purpose of the Final Phase is to obtain bids that are responsive in every respect. This phase may include a Draft Bid and will always include a Final Bid, as described below:

2.3.3.1 Draft Bid (NOT APPLICABLE)

2.3.3.2 Final Bid

The Final Bid must be complete, including all cost information, required signatures, and contract language changes agreed to in writing. If required in the IFB section BID FORMAT, cost data (as identified in the above referenced section) must be submitted under separate, sealed cover. CHANGES THAT APPEAR IN THE FINAL BID, OTHER THAN CORRECTION OF DEFECTS, INCREASE THE RISK THAT THE FINAL BID MAY BE FOUND DEFECTIVE.

2.3.4 Confidentiality

FINAL BIDS ARE PUBLIC UPON OPENING; HOWEVER, THE CONTENTS OF ALL PROPOSALS, DRAFT BIDS, CORRESPONDENCE, AGENDA, MEMORANDA,

WORKING PAPERS, OR ANY OTHER MEDIUM WHICH DISCLOSES ANY ASPECT OF A BIDDER'S BID SHALL BE HELD IN THE STRICTEST CONFIDENCE UNTIL NOTICE OF INTENT TO AWARD. BIDDERS SHOULD BE AWARE THAT MARKING A DOCUMENT "CONFIDENTIAL" OR "PROPRIETARY" IN A FINAL BID MAY EXCLUDE IT FROM CONSIDERATION FOR AWARD AND WILL NOT KEEP THAT DOCUMENT FROM BEING RELEASED AFTER NOTICE OF INTENT TO AWARD AS PART OF THE PUBLIC RECORD, UNLESS A COURT HAS ORDERED THE STATE NOT TO RELEASE THE DOCUMENT. THE CONTENT OF ALL WORKING PAPERS AND DISCUSSIONS RELATING TO THE BIDDER'S PROPOSAL SHALL BE HELD IN CONFIDENCE INDEFINITELY UNLESS THE PUBLIC INTEREST IS BEST SERVED BY AN ITEM'S DISCLOSURE BECAUSE OF ITS DIRECT PERTINENCE TO A DECISION, AGREEMENT OR THE EVALUATION OF THE BID. ANY DISCLOSURE OF CONFIDENTIAL INFORMATION BY THE BIDDER IS A BASIS FOR REJECTING THE BIDDER'S PROPOSAL AND RULING THE BIDDER INELIGIBLE TO FURTHER PARTICIPATE. ANY DISCLOSURE OF CONFIDENTIAL INFORMATION BY A STATE EMPLOYEE IS A BASIS FOR DISCIPLINARY ACTION, INCLUDING DISMISSAL FROM STATE EMPLOYMENT, AS PROVIDED BY GOVERNMENT CODE SECTION 19570 ET SEQ. TOTAL CONFIDENTIALITY IS PARAMOUNT; IT CANNOT BE OVER EMPHASIZED.

2.3.5 Submission of Proposals and Bids

The instructions contained herein apply to the Final Bid. They also apply to the Conceptual Proposal, Detailed Technical Proposal, and Draft Bid, except as noted.

2.3.5.1 Preparation

Proposals and bids are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this IFB. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. EMPHASIS SHOULD BE CONCENTRATED ON CONFORMANCE TO THE IFB INSTRUCTIONS, RESPONSIVENESS TO THE IFB REQUIREMENTS, AND ON COMPLETENESS AND CLARITY OF CONTENT.

As stated above, the State's evaluation of Conceptual and Detailed Technical Proposals is preliminary, and the review of Draft Bids is cursory. Therefore, bidders are cautioned to not rely on the State, during these evaluations and reviews, to discover and report to the bidders all defects and errors in the submitted documents. Before submitting each document, the bidder should carefully proof it for errors and adherence to the IFB requirements.

2.3.5.2 Bidder's Cost

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

2.3.5.3 Completion of Proposals and Bids

Proposals and bids must be complete in all respects as required by the IFB section on BID FORMAT. A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Bid must

be rejected if any such defect or irregularity constitutes a material deviation from the IFB requirements. The Final Bid must contain all costs required by the IFB sections on COST and BID FORMAT, setting forth a unit price and total price for each unit price item, and a total price for each lump sum price item in the schedule, all in clearly legible figures. If required in the IFB section BID FORMAT, cost data (as identified in the above referenced section) must be submitted under separate, sealed cover. Draft Bids must contain all information required in the Final Bid **except cost.** Exhibit 2-A at the end of this Section 2 entitled COMPETITIVE BIDDING AND BID RESPONSIVENESS emphasizes the requirements of competitive bidding and contains examples of common causes for rejection of bids. Bidders are encouraged to review this exhibit.

2.3.5.4 False or Misleading Statements

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.

2.3.5.5 Signature of Bid

A cover letter (which shall be considered an integral part of the Final Bid) and Standard Agreement Form 213 (if directed in Appendix A, CONTRACT), or a Bid Form shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned Final Bid shall be rejected.

The Draft Bid must also contain the cover letter and Form 213, or Bid Form, similarly prepared, including the title of the person who will sign, but need not contain the signature. The Conceptual Proposal and Detailed Technical Proposal need not contain the cover letter and Form 213, or Bid Form.

2.3.5.6 Delivery of Proposals and Bids

Mail or deliver proposals and bids to the Procurement Official listed in Section 1. If mailed, it is suggested that you use certified or registered mail with return receipt requested as delivery of documents is at the bidder's own risk of untimely delivery, lost mail, etc.

Proposals and bids must be received in the number of copies stated in the IFB section on BID FORMAT and not later than the dates and times specified in Section 1 and in the individual schedules provided the bidders. One copy must be clearly marked "Master Copy." All copies of proposals and bids must be under sealed cover which is to be plainly marked "CONCEPTUAL PROPOSAL," "DETAILED TECHNICAL PROPOSAL," "DRAFT BID," or "FINAL BID" for "IFB CSS 188" (use IFB identification number from the IFB title page). Also, the sealed cover (envelope) of all submittals, except the Final Bid, should be clearly marked "CONFIDENTIAL," and shall state the scheduled date and time for submission. Bidders should be aware that marking the Final Bid "confidential" or "proprietary" may exclude it from consideration for award. Proposals and Draft Bids not submitted under sealed cover

will be returned for sealing. Final Bids not received by the date and time specified in Section 1, or not sealed, will be rejected. **If required in the IFB section BID FORMAT, all cost data (as identified in the above referenced section) must be submitted under separate, sealed cover and clearly marked "COST DATA." If cost data is required to be submitted separately sealed, and is not submitted in this manner, the bid will be rejected.** Proposals and bids submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the proposal or bid, the proposal or bid may be rejected. However, if not so rejected, the Master Copy will provide the basis for resolving such discrepancies. If one copy of the Final Bid is not clearly marked "Master Copy," the State may reject the bid; however, the State may at its sole option select, immediately after bid opening, one copy to be used as the Master Copy.

2.3.5.7 Withdrawal and Resubmission/Modification of Proposals and Bids

A bidder may withdraw its Conceptual Proposal, Detailed Technical Proposal or Draft Bid at any time by written notification. A bidder may withdraw its Final Bid at any time prior to the bid submission date and time specified in Section 1 by submitting a written notification of withdrawal signed by the bidder authorized in accordance with Paragraph 2.3.5.5, Signature of Bid. The bidder may thereafter submit a new or modified bid prior to such bid submission date and time. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, Final Bids cannot be changed or withdrawn after the date and time designated for receipt, except as provided in Paragraph 2.3.7.4. of this section.

2.3.6 Rejection of Bids

The State may reject any or all bids and may waive any immaterial deviation or defect in a bid. The State's waiver of any immaterial deviation or defect shall in no way modify the IFB documents or excuse the bidder from full compliance with the IFB specifications if awarded the contract.

2.3.7 Evaluation and Selection Process

2.3.7.1 General

Proposals and bids will be evaluated according to the procedures contained in the IFB section on EVALUATION. Special instructions and procedures apply to Conceptual Proposals, Detailed Technical Proposals, and Draft Bids.

2.3.7.2 Evaluation Questions

During the evaluation and selection process, the State may desire the presence of a bidder's representative for answering specific questions, orally and/or in writing. During the evaluation of Final Bids, the State may ask the bidder to clarify their submitted information but will not allow the bidder to change their bid.

2.3.7.3 Demonstration (NOT APPLICABLE)

2.3.7.4 Errors in the Final Bid

An error in the Final Bid may cause the rejection of that bid; however, the State may at its sole option retain the bid and make certain corrections.

In determining if a correction will be made, the State will consider the conformance of the bid to the format and content required by the IFB, and any unusual complexity of the format and content required by the IFB.

1. If the bidder's intent is clearly established based on review of the complete Final Bid submittal, the State may at its sole option correct an error based on that established intent.
2. The State may at its sole option correct obvious clerical errors.
3. The State may at its sole option correct discrepancy and arithmetic errors on the basis that if intent is not clearly established by the complete bid submittal the Master Copy shall have priority over additional copies, the bid narrative shall have priority over the contract, the contract shall have priority over the cost sheets, and within each of these, the lowest level of detail will prevail. If necessary, the extensions and summary will be recomputed accordingly, even if the lowest level of detail is obviously misstated. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the total price by the quantity of the item.
4. The State may at its sole option correct errors of omission, and in the following four situations, the State will take the indicated actions if the bidder's intent is not clearly established by the complete bid submittal.
    a. If an item is described in the narrative and omitted from the contract and cost data provided in the bid for evaluation purposes, it will be interpreted to mean that the item will be provided by the bidder at no cost.
    b. If a minor item is not mentioned at all in the Final Bid and is essential to satisfactory performance, the bid will be interpreted to mean that the item will be provided at no cost.
    c. If a major item is not mentioned at all in the Final Bid, the bid will be interpreted to mean that the bidder does not intend to supply that item.
    d. If a major item is omitted, and the omission is not discovered until after contract award, the bidder shall be required to supply that item at no cost.

    The determination of whether an item is minor or major is the responsibility of the State.
5. If a bidder does not follow the instructions for computing costs not related to the contract (e.g., State personnel costs), the State may reject the bid, or at its sole option, recompute such costs based on instructions contained in the IFB.

If the recomputations or interpretations, as applied in accordance with this section, Paragraph 2.3.7.4, result in significant changes in the amount of money to be paid to the bidder (if awarded the contract) or in a requirement of the bidder to supply a major item at no cost, the bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its bid.

IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW THE COST ELEMENTS IN THEIR FINAL BID, SINCE THEY WILL NOT HAVE THE OPTION TO CORRECT ERRORS AFTER THE TIME FOR SUBMITTAL.

6. In the event an ambiguity or discrepancy between the general requirements described in Section 4 (Proposed Services) and the specific Statement of Work requirements set forth in Section 6 (Statement of Work Requirements) is detected after the opening of bids, Section 6, and the bidder's response thereto, shall have priority over Section 4. Refer to Paragraph 2.2.2 regarding immediate notification to the State contact when ambiguities, discrepancies, omissions, etcetera are discovered.
7. At the State’s sole discretion it may declare the Final Bid to be a Draft Bid in the event that the State determines that Final Bids from all bidders contain material deviations. Bidders may not protest the State’s determination that all bids have material deviations. If all bids are declared noncompliant, the State may issue an addendum to the IFB. Should this occur, confidential discussions will be held with bidders who are interested in continuing to be considered. Each bidder will be notified of the due date for the submission of a new Final Bid to the State. This submission must conform to the requirements of the original IFB as amended by any subsequent addenda. The new Final Bids will be evaluated as required by Section 9, Evaluation.

2.3.8 Award of Contract

Award of contract, if made, will be in accordance with the IFB section on EVALUATION to a responsible bidder whose Final Bid complies with all the requirements of the IFB documents and any addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within 300 days after the scheduled Last Day to Submit Final Bids specified in Section 1; however, a bidder may extend the offer beyond 300 days in the event of a delay of contract award.

The State reserves the right to determine the successful bidder(s) either on the basis of individual items or on the basis of all items included in its IFB, unless otherwise expressly provided in the State's IFB. Unless the bidder specifies otherwise in its bid, the State may accept any item or group of items of any bid. The State reserves the right to modify or cancel in whole or in part its IFB.

Written notification of the State's intent to award will be made to all bidders submitting a Final Bid. If a bidder, having submitted a Final Bid, can show that its bid, instead of the bid selected by the State, should be selected for contract award according to the rules of Paragraph 2.3.7, the bidder will be allowed two (2) working

days to submit a protest to the Intent to Award, according to the instructions contained in Paragraph 2.5.4 of this section.

2.3.9 Debriefing

A debriefing may be held after contract award at the request of any bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the bidder's Final Bid. A debriefing is not the forum to challenge the IFB specifications or requirements.

2.4 Contractual Information

2.4.1 Contract Form

The State has model contract forms to be used by State agencies when contracting for information technology (IT) goods and services. The model contract(s) appropriate for the specific requirements of this IFB are included in the IFB.

2.4.2 Term of Contract

The State intends to retain the required goods and services for at least the period specified elsewhere in this IFB. Ideally, the term of the contract will be for the specified period. If the State requires the contract to be terminated during the contract period, such a requirement will be specified in Section 5, ADMINISTRATIVE REQUIREMENTS.

2.5 Other Information

2.5.1 Disposition of Proposals and Bids

All materials submitted in response to this IFB will become the property of the State of California and will be returned only at the State's option and at the bidder's expense. At a minimum, the Master Copy of the Final Bid shall be retained for official files and will become a public record after the Notification of Intent to Award as specified in Section 1, KEY ACTION DATES. However, materials the State considers confidential information (such as confidential financial information submitted to show bidder responsibility) will be returned upon request of the bidder.

2.5.2 Loss Leader

It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

2.5.3 Contacts for Information (NOT APPLICABLE)

2.5.4 Protests

Before a protest is submitted regarding any issue other than selection of the "successful bidder," the bidder must make full and timely use of the procedures described in this Section 2 to resolve any outstanding issue(s) between the bidder and the State. The procurement procedure is designed to give the bidder and the State adequate opportunity to submit questions and discuss the requirements, proposals and counter proposals before the Final Bid is due. The protest procedure is made available in the event that a bidder cannot reach a fair agreement with the State after exhausting these procedures. There are two types of protests:

requirements (initial) protests and award protests. A protest shall be submitted according to the procedure below. Protests regarding any issue other than selection of the "successful bidder" are requirements protests and will be heard and resolved by the Deputy Director of the Department of General Services, Procurement Division, whose decision will be final.

This solicitation/acquisition is being conducted under the provisions of the Alternative Protest Process (Public Contract Code Section 12125, et seq.) By submitting a bid or proposal to this solicitation, the bidder consents to participation in the Alternative Protest Process, and agrees that all protests of the proposed award shall be resolved by binding arbitration pursuant to the California Code of Regulations, Title 1, Division 2, Chapter 5. The link to the regulations is:

http://www.oah.dgs.ca.gov/laws/bidprotestRegs.htm#1400

A Notice of Intent to Award for this solicitation will be publicly posted in the Procurement Division reception area and sent via facsimile to any bidder who submits a written request for notice and provided a facsimile number.

During the protest period, any participating bidder may protest the proposed award on the following grounds:

1. For major information technology acquisitions – that there was a violation of the solicitation procedure(s) and that the protesting bidder's bid should have been selected; or
2. For any other acquisition – that the protesting bidder's bid or proposal should have been selected in accordance with the selection criteria in the solicitation document.

A written Notice of Intent to Protest the proposed award of this solicitation must be received (facsimile acceptable) by the Coordinator before the close of business 5 p.m. PST/PDT on the **second** working day after issuing the notice of intent, as specified in the solicitation. Failure to submit a timely, written Notice of Intent to Protest waives bidder's right to protest.

Bidder is to send the notice of protest to:

Alternative Protest Process Coordinator/Dispute Resolution
Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Fax: (916) 375-4611

Within seven (7) working days after the last day to submit a Notice of Intent to Protest, the Coordinator must receive from the protesting bidder the complete protest filing including the signed, written detailed statement of protest including exhibits, filing fee and deposit or small business certification as applicable. Untimely submission of the complete protest filing waives the bidder's right to protest.

Protest bond requirement: bond amount for this Alternative Protest Process shall be **ten** (**10)** percent of the contract amount as specified in the solicitation. See California Code of Regulations, Title 1, Section 1418.

California Code of Regulations, Title 1, Division 2.

Chapter 5. Procedures for Conducting Protests Under the Alternative Protest Process

Article 1. General Provisions

§1400. Purpose; Scope of Chapter.

Protests under the Alternative Protest Pilot Project (AB 1159, Chapter 762 of 1997 Statutes, Public Contract Code Division 2, Part 2, Chapter 3.6 (sections 12125-12130)) shall be resolved by arbitration as defined and established by this chapter.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New chapter 5 (articles 1-3), article 1 (sections 1400-1404) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1402. Definitions.

(a) Arbitration, as used in this chapter, means a dispute resolution procedure in which the Department of General Services, Office of Administrative Hearings provides a neutral third party who decides the merits of a protest and issues a binding decision to the Parties.

(b) Awardee includes Proposed Awardee and means the person or entity that was a successful bidder to a Solicitation and has been, or is intended to be, awarded the contract.

(c) Close of Business, as used in this chapter, means 5p.m. Pacific Standard Time (PST) or Pacific Daylight Time (PDT), as applicable.

(d) Contracting Department means either Procurement or the department which has applied and been approved by the Department of General Services to conduct the Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130.).

(e) Coordinator means the person designated as the Alternative Protest Pilot Project Coordinator by the Department of General Services, Procurement Division, to coordinate all aspects of the Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130).

(f) Estimated Contract Value means the value of Protestant's bid.

(g) Frivolous means a protest with any or all of the following characteristics:

(1) It is wholly without merit.

(2) It is insufficient on its face.

(3) The Protestant has not submitted a rational argument based upon the evidence or law which supports the protest.

(4) The protest is based on grounds other than those specified in section 1410.

(h) Major Information Technology Acquisition means the purchase of goods or services, or both, by a state agency, through contract, from non-governmental sources, that has significant mission criticality, risk, impact, complexity, or value attributes or characteristics. Pursuant to subdivision (e) of Section 11702 of the Government Code, these purchases shall include, but not be limited to, all electronic technology systems and services, automated information handling, system design and analysis,

conversion of data, computer programming, information storage and retrieval, telecommunications that include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interactions between people and machines.

(i) OAH means the Department of General Services, Office of Administrative Hearings.

(j) Party means the Procurement Division of the Department of General Services, the Contracting Department, the Awardee, and Protestant(s).

(k) Procurement means the Procurement Division of the Department of General Services.

(l) Protestant means a person or entity that was an unsuccessful bidder to a Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130) and that protests the award.

(m) Small Business means a Certified California Small Business, pursuant to Government Code Division 3, Part 5.5, Chapter 6.5 (commencing with section 14835) and Title 2, California Code of Regulations, section 1896.

(n) Solicitation means the document that describes the goods or services to be purchased, details the contract terms and conditions under which the goods or services are to be purchased, and establishes the method of evaluation and selection.

(o) Solicitation File means the Solicitation and the documents used by the Contracting Department in the Solicitation process, including documents used to evaluate bidders and select a Proposed Awardee. The Solicitation File shall remain available to the public except information that is confidential or proprietary.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Section 11702, Government Code; and Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1404. Notice of Intent to Award Contract.

The Contracting Department shall post a Notice of Intent to Award Contract in a public place specified in the Solicitation, send rejection facsimiles to rejected bidders, and send Notice of Intent to Award Contract facsimiles to any bidder who made a written request for notice and provided a facsimile number. The Contracting Department shall indicate that the Solicitation File is available for inspection. The Contracting Department has the discretion to award a contract immediately, upon approval by the Director of the Department of General Services and, if the Solicitation was for a Major Information Technology Acquisition, the Director of the Department of Information Technology.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

Article 2. Protest Procedure

§1406. Notice of Intent to Protest; Service List.

(a) An unsuccessful bidder who intends to protest the awarded contract pursuant to this chapter must inform the Coordinator. The Notice of Intent to Protest must be in writing and must reach the Coordinator within the number of days specified in the Solicitation, which shall be not less than 1 working day and not more than 5 working days after the posting of the Notice of Intent to Award Contract, as specified in the Solicitation. Failure to give written notice by Close of Business on that day shall waive the right to protest.
(b) On the day after the final day to submit a Notice of Intent to Protest, the Coordinator shall make a service list consisting of those bidders who did submit a Notice of Intent to Protest, the Awardee, and the Contracting Department. The Coordinator shall include addresses and facsimile numbers on this list and shall forward this service list to those bidders who submitted a Notice of Intent to Protest.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New article 2 (sections 1406-1418) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1408. Filing a Protest.

(a) A protest is filed by the submission of: the Detailed Written Statement of Protest and any exhibits specified in section 1412; a check or money order made payable to the Office of Administrative Hearings for the OAH filing fee of $50; and the arbitration deposit as specified in subsection (c) or (d) to the Coordinator by the Close of Business on the 7th working day after the time specified in the Solicitation for written Notice of Intent to Protest under section 1406. A copy of the Detailed Written Statement of Protest and exhibits must also be served on all Parties named in the service list as specified in section 1406. A Protestant who fails to comply with this subsection waives Protestant's right to protest.
(b) Protestant(s) must provide a FAX (facsimile) number. Notification by facsimile is sufficient for service. If the Detailed Written Statement of Protest is sent to the Coordinator by facsimile, Protestant must:
(1) Verify that the pages sent were all received by the Coordinator; and
(2) Remit the required deposit and filing fee to Coordinator by any reasonable means. If sending via carrier, the postmark date or equivalent shall be used to determine timeliness.
(c) Each Protestant not certified as a Small Business shall make a deposit of the estimated arbitration costs, by check or money order made payable to the Office of Administrative Hearings, as determined by the Estimated Contract Value.
(1) For contracts up to $100,000.00, the deposit shall be $1500.00.
(2) For contracts of $100,000.00 up to $250,000.00, the deposit shall be $3,000.00.
(3) For contracts of $250,000.00 up to $500,000.00, the deposit shall be $5,000.00.
(4) For contracts of $500,000.00 and above, the deposit shall be $7,000.00.
(5) Failure to remit a timely required deposit waives the right of protest.
(6) Any refund to Protestant(s) shall be made per section 1436.
(d) Each Protestant certified as a Small Business shall submit a copy of the Small Business Certification in lieu of the deposit specified in subsection (c). If Protestant is a Small Business and the protest is denied by the arbitrator, the Contracting

Department shall collect the costs of the arbitration from Protestant. If Protestant does not remit the costs due, the Contracting Department may offset any unpaid arbitration costs from other contracts with Protestant and/or may declare Protestant to be a non-responsible bidder on subsequent solicitations.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1410. Grounds for Protest.

(a) The Public Contract Code, at section 12126(d) provides: Authority to protest under this chapter shall be limited to participating bidders.
  (1) Grounds for Major Information Technology Acquisition protests shall be limited to violations of the Solicitation procedures and that the Protestant should have been selected.
  (2) Any other acquisition protest filed pursuant to this chapter shall be based on the ground that the bid or proposal should have been selected in accordance with selection criteria in the Solicitation document.

(b) The burden of proof for protests filed under this chapter is preponderance of the evidence, and Protestant(s) must bear this burden.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1412. Detailed Written Statement of Protest.

(a) The Detailed Written Statement of Protest must include the grounds upon which the protest is made, as specified in 1410(a).

(b) The Detailed Written Statement of Protest shall contain reasons why Protestant should have been awarded the contract.
  (1) For Major Information Technology Acquisition protests, the Detailed Written Statement of Protest must specify each and every Solicitation procedure which was violated and the manner of such violation by specific references to the parts of the Solicitation attached as exhibits and why, but for that violation, Protestant would have been selected.
  (2) For other acquisition protests, the Detailed Written Statement of Protest must specify each and every selection criterion on which Protestant bases the protest by specific references to the parts of the Solicitation attached as exhibits.
  (3) For all protests, Protestant must specify each and every reason that all other bidders who may be in line for the contract award should not be awarded the contract.

(c) The Detailed Written Statement of Protest must be limited to 50 typewritten or computer generated pages, excluding exhibits, at a font of no less than 12 point or pica (10 characters per inch), on 8 1/2 inch by 11-inch paper of customary weight and quality. The color of the type shall be blue-black or black. In addition to a paper copy, the arbitrator may request that a Protestant submit such information on

computer compatible diskette or by other electronic means if the Protestant has the ability to do so.

(d) Any exhibits submitted shall be paginated and the pertinent text highlighted or referred to in the Detailed Written Statement of Protest referenced by page number, section and/or paragraph and line number, as appropriate.

(e) The Detailed Written Statement of Protest shall not be amended.

(f) Protestant(s) may not raise issues in hearing which were not addressed in the Detailed Written Statement of Protest.

(g) A Protestant who fails to comply with this subsection waives Protestant's right to protest.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1414. Review by Coordinator.

(a) Within 2 working days after receipt of the Detailed Written Statement of Protest, the Coordinator shall notify the Contracting Department and the Awardee of a potential protest hearing.

(b) The Coordinator shall review the Detailed Written Statement of Protest within 5 working days after receipt to preliminarily determine if the protest is Frivolous and notify Protestant of the option to withdraw or proceed in arbitration.

(1) If Protestant withdraws the protest within 2 working days after the notification by the Coordinator of a preliminary determination of Frivolousness, the Coordinator shall withdraw the preliminary finding of Frivolousness and refund Protestant's deposit and filing fee.

(2) If the Protestant previously filed two protests under the Alternative Protest Pilot Project preliminarily determined Frivolous by the Coordinator but then withdrew or waived them before the arbitration decision, the Coordinator shall make final the preliminary determination of Frivolousness for the Department of General Services.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1416. Review and Response by Contracting Department and Awardee.

(a) The Awardee shall have 7 working days after notification by the Coordinator to submit to the Coordinator and Protestant a response to the Detailed Written Statement of Protest.

(b) The Contracting Department, in conjunction with the Coordinator, shall have 7 days after the filing of the Detailed Written Statement of Protest to send a response to Protestant and Awardee.

(c) Responses shall follow the standards set forth in section 1412(c) and (d).

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1418. Bond Requirement.

(a) If the Coordinator has determined that a protest is Frivolous and the Protestant does not withdraw the protest, the Protestant shall be required to post a bond in an amount not less than 10% of the Estimated Contract Value.

(b) The percentage of the bond shall be determined by the Contracting Department and specified in the Solicitation.

(c) Protestant shall post the bond, pursuant to Chapter 2 (commencing with section 995.010) of Title 14 of Part 2 of the Code of Civil Procedure, within 15 working days of the filing of the Detailed Written Statement of Protest or shall be deemed to have waived the right to protest.

(1) If the arbitrator determines that the protest is Frivolous, the bond shall be forfeited to Procurement and the Coordinator will impose Sanctions.

(2) If the arbitrator determines that the protest is not Frivolous, the bond will be returned to the Protestant and no Sanctions imposed.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 995.010 et. seq., Code of Civil Procedure; and Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

Article 3. Arbitration Procedure

§1420. Arbitration Process.

Within 19 calendar days after the Notice of Intent to Award has been posted, the Coordinator shall consolidate all remaining protests under the Solicitation, and send to OAH:

(a) a copy of all Detailed Written Statements of Protest;

(b) OAH filing fees;

(c) arbitration deposits, and/or notice that any Protestant is a Small Business;

(d) Awardee responses;

(e) Coordinator/Contracting Department responses;

(f) the Solicitation File; and

(g) notice to OAH whether interpreter services will be needed for any Protestant or Awardee. OAH shall arrange interpreter services which shall be paid by the Contracting Department.

NOTE:

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New article 3 (sections 1420-1440) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1422. Selection of Arbitrator.

(a) Within 2 working days after receipt of the protest from the Coordinator, OAH shall furnish the names of ten arbitrators to Protestant(s), the Awardee, and the Coordinator. The arbitrator list shall include administrative law judges who are employees of OAH and contract private arbitrators who are not employees of the State of California. Protestant(s), the Awardee, and the Coordinator may each strike two of the ten names and notify OAH within 2 working days. Protestant(s) may also indicate if they prefer a contract arbitrator or an OAH administrative law judge. OAH may then select as arbitrator any name not stricken and shall notify Protestant(s), the Awardee, and the Coordinator within 2 working days. If all names are stricken, the Director of OAH shall appoint an arbitrator.

(b) A proposed arbitrator shall be disqualified on any of the grounds specified in Section 170.1 of the Code of Civil Procedure for the disqualification of a judge.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1424. Authority of Arbitrator.

(a) Arbitrators are authorized to

(1) Administer oaths and affirmations;

(2) Make rulings and orders as are necessary to the fair, impartial, and efficient conduct of the hearing; and

(3) Order additional deposits from Protestant(s) to cover additional estimated costs. If OAH does not receive the required deposit(s) in the time specified, the right to protest will be deemed waived.

(b) The arbitrator shall have exclusive discretion to determine whether oral testimony will be permitted, the number of witnesses, if any, and the amount of time allocated to witnesses.

(c) It shall be in the arbitrator's exclusive discretion to determine whether to

(1) Conduct a prehearing conference; and/or

(2) Permit cross-examination and, if so, to what extent; and/or

(3) Review documents alone for all or part of the protest.

(d) It shall be in the arbitrator's exclusive discretion to determine whether additional responses and rebuttals are to be submitted, and the timelines and page limits to be applied.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1426. Decision Based in Whole or in Part on Documents Alone.

Any Party may request that the arbitrator base the arbitrator's decision on documents alone. It shall be the arbitrator's exclusive discretion to do so.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1428. Prehearing Conference.

(a) If the arbitrator determines that a prehearing conference is necessary, OAH shall set the time and place and notify Protestant(s), the Awardee, and Procurement at least 5 working days prior to the prehearing conference.

(b) The prehearing conference shall be held to identify and define issues in dispute and expedite the arbitration. The parties should be prepared to discuss, and the arbitrator may consider and rule on, any of the following matters applicable to the protest:

(1) Clarification of factual and legal issues in dispute as set forth in the Detailed Written Statement of Protest.

(2) The extent to which testimony shall be permitted and the extent to which cross-examination will be allowed.

(3) Identity of and limitations on number of witnesses, need for interpreters, scheduling and order of witnesses, etc.

(4) Any other matters as shall promote the orderly and efficient conduct of the hearing.

(c) At the prehearing conference, Protestant(s), the Awardee, and Procurement shall deliver a written statement which contains the name of each witness a party wishes to call at hearing along with a brief written statement of the subject matter of the witness's expected testimony. If the arbitrator, in his or her exclusive discretion, allows an expert witness to be called, the party calling the witness shall provide the name and address of the expert along with a brief statement of the opinion the expert is expected to give. The party shall also attach a statement of qualifications for the expert witness.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1430. Scheduling the Hearing.

The arbitrator shall schedule the date, time, and place of hearing and notify all Parties.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1432. Discovery.

The arbitrator has exclusive discretion to issue subpoenas and/or subpoena duces tecum. There shall be no right to take depositions, issue interrogatories, or subpoena persons or documents.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1434. Attendance at Hearings.

The Arbitration hearings shall be open to the public unless the arbitrator, in his or her exclusive discretion, determines that the attendance of individuals or groups of individuals would disrupt or delay the orderly conduct or timely completion of the proceedings.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1436. Arbitrator's Decision.

(a) The final decision shall be in writing and signed by the arbitrator. It shall include a Statement of the Factual and Legal Basis for the decision, addressing the issues raised in the Detailed Written Statement(s) of Protest, and shall include an order upholding or denying the protest(s). The arbitrator's order shall not award a contract.

(b) A copy of the decision shall be sent by regular mail to Procurement, the Contracting Department, the Awardee, and Protestant(s) within 45 calendar days after the filing of the first Detailed Written Statement of Protest. In the arbitrator's exclusive discretion, this timeline may be extended for an additional 15 calendar days. The arbitrator's failure to issue a decision within the time specified by this section shall not be a ground for vacating the decision.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1437. Costs.

(a) For protests not determined Frivolous by Procurement:

(1) If the arbitrator denies the protest, Protestant(s) will be liable for all costs of the arbitration.

(2) If the arbitrator upholds the protest, the Contracting Department shall pay for all costs of the arbitration and Protestant(s) will be refunded the deposit by OAH.

(b) If Procurement determined that the protest was Frivolous and the arbitrator affirms that the protest is Frivolous, the bond shall be forfeited to Procurement, the protest will be denied, and Protestant(s) will be liable for all costs of the arbitration.

(c) If Procurement determined that the protest was Frivolous and the arbitrator determines that the protest is not Frivolous, any bond(s) posted by Protestant(s) shall be returned.

(1) If the arbitrator denies the protest, Protestant(s) shall be liable for half of the costs of the arbitration. The Contracting Department shall pay the remaining half of the arbitration costs.

(2) If the arbitrator upholds the protest, the Contracting Department shall pay for all costs of the arbitration and Protestant(s) will be refunded the deposit by OAH.

(d) A Protestant who withdraws his or her protest before the arbitrator's decision has been issued will remain liable for all arbitration costs up to the time of withdrawal. These costs include, but are not limited to, the arbitrator's time in preparation, prehearing conferences, and hearing the protest. If Procurement deemed the protest Frivolous, any bond posted shall be forfeited to Procurement.

(e) Except as provided in (f), if any costs are determined to be payable by Protestant(s), that amount shall be subtracted from deposit(s) of Protestant(s) as ordered by the arbitrator. Any additional costs shall be billed to Protestant(s) and any refunds shall be sent to Protestant(s) by OAH.

(f) If a Protestant is a Small Business, then the Contracting Department shall pay OAH all arbitration costs and collect the amount due from Protestant.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1438. Judicial Review.

The grounds for judicial review shall be as set forth in Chapter 4 of Title 9 of Part III of the Code of Civil Procedure (commencing with section 1285).

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1440. Transcripts.

(a) A party desiring a transcript of the proceedings shall contact the OAH Transcript Clerk to make arrangements to pay for preparation of the transcript. Prior to preparation of the transcript, a deposit equal to the estimated cost of the transcript shall be paid. Preparation of the transcript will be arranged by the OAH Transcript Clerk. The deposit shall be applied to the actual cost and any excess shall be returned to the party that submitted the request. Any balance due shall be paid by the party or a representative on behalf of the party requesting the transcript before the transcript is released to the requesting party.

(b) Unless a record of a proceeding or any portion thereof was sealed, any person may request a transcript or a recording of the proceeding. If a record of a proceeding or any portion thereof was sealed, only parties to the proceeding may request a transcript of the sealed portions, and the sealed portions shall not be disclosed to anyone except in accordance with the order sealing the proceeding or subsequent order.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

Exhibit 2-A Competitive Bidding and Bid Responsiveness

The purpose of competitive bidding is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc. Competitive bidding is designed to benefit the public body (the State, in the present context), and is not for the benefit of the bidders. It is administered to accomplish its purposes with sole reference to the public interest. It is based upon full and free bidding to satisfy State specifications, and acceptance by the State of the most effective solution to the State's requirements, as determined by the evaluation criteria contained in the IFB.

Competitive bidding is not defined in any single statute but is more in the nature of a compendium of numerous court decisions. From such court decisions, the following rules have evolved, among others:

1. Invitation for Bids must provide a basis for full and fair competitive bidding among bidders on a common standard, free of restrictions tending to stifle competition.
2. The State may modify the IFB, prior to the date fixed for Contract Award, by issuance of an addendum to all parties who are bidders.
3. To have a valid bid, the bid must respond and conform to the invitation, including all the documents which are incorporated therein. A bid which does not literally comply may be rejected.
4. For a variance between the request for bids and the bid to be such as to preclude acceptance (the bid must be rejected), the variance or deviation must be a material one.
5. State agencies usually have the express or implied right to reject any and all bids in the best interests of the State. Bids cannot, however, be selectively rejected without cause.
6. Bids cannot be changed after the time designated for receipt and opening thereof. Other than allowed by law, no negotiation as to the scope of the work, amount to be paid, or contractual terms is permitted. However, this does not preclude the State from clarifying the bidder’s intent by asking questions and considering answers.
7. A competitive bid, once opened and declared, is in the nature of an irrevocable option and a contract right of which the public agency cannot be deprived without its consent, unless the requirements for rescission are present. All bids become public documents.
8. Bids cannot be accepted "in part," unless the invitation specifically permits such an award.
9. Contracts entered into through the competitive bidding process cannot later be amended, unless the Invitation for Bids includes a provision, to be incorporated in the contract awarded, providing for such amendment.

Since competitive procurement became the required method for securing certain IT goods or services, the State has received a number of bids which were deemed to be nonresponsive to the Invitation for Bids or which could not be considered as valid bids within the competitive bidding procedures. Nonresponsive bids or bids which contain qualifications must be rejected. Many of the causes for rejection arise from either an incomplete understanding of the competitive bidding process or administrative oversight on the part of the bidders. The following examples are illustrative of more common causes for rejection of bids. These examples are listed to assist potential bidders in submission of responsive bids.

1. A bid stated, "The prices stated within are for your information only and are subject to change."
2. A bid stated, "This proposal shall expire thirty (30) days from this date unless extended in writing by the ____ Company." (In this instance award was scheduled to be approximately 45 days after bid submittal date.)
3. A bid for lease of IT equipment contained lease plans of a duration shorter than that which had been requested in the IFB.
4. A personal services contract stated, "___, in its judgment, believes that the schedules set by the State are extremely optimistic and probably unobtainable. Nevertheless, ___ will exercise its best efforts..."
5. A bid stated, "This bid is not intended to be of a contractual nature."
6. A bid contained the notation "prices are subject to change without notice."
7. A bid was received for the purchase of IT equipment with unacceptable modifications to the Purchase Contract.
8. A bid for lease of IT equipment contained lease plans of a duration longer than that which had been requested in the IFB with no provision for earlier termination of the contract.
9. A bid for lease of IT equipment stated, "...this proposal is preliminary only and the order, when issued, shall constitute the only legally binding commitment of the parties."
10. A bid was delivered to the wrong office.
11. A bid was delivered after the date and time specified in the IFB.
12. An IFB required the delivery of a performance bond covering 25 percent of the proposed contract amount. The bid offered a performance bond to cover "x" dollars which was less than the required 25 percent of the proposed contract amount.
13. A bid did not meet contract goal for DVBE participation.
14. A bid appeared to meet contract goal for DVBE participation with the dollars submitted, but the supplier had miscalculated the bid costs. When these corrections were made by the State, the supplier's price had increased and the dollars committed for DVBE participation no longer met goal.

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3. CURRENT ENVIRONMENT

This section provides a summary of the service delivery management approach, maintenance and operations tasks, related resources, organization, roles and responsibilities, and an overview of the current system. Bidders are encouraged to carefully review this section and all of the documentation in the Bidders Library in order to form a thorough understanding of the current system and related services (see Section 1.9, Bidders Library).

3.1 Service Delivery Management Approach

Service delivery management activities consist of on-going, level of effort M&O tasks, executed in accordance with established processes and procedures to ensure effective and reliable delivery of automation services to the child support program.

3.1.1 Service Delivery Management Methods and Controls

The Service Delivery Management team uses an integrated teaming approach that includes State staff, the CSE Business Partner (BP)[6] management and staff, a variety of consultant resources, and Local Child Support Agency (LCSA) business analysts and technical experts in both centralized and distributed locations. This integrated teaming approach provides the technical skills, program expertise and stakeholder representation needed to perform all project life cycle activities.

3.1.1.1 Supporting Processes

The Project Management Office is responsible for defining and documenting the overall methods, controls, and tools used to manage system operations and problems, identify and resolve risks and issues, monitor progress on system changes and control costs. To fulfill these responsibilities, DCSS has developed and maintains the following supporting plans pertaining to M&O activities[7]:

- System Operations Plan
- Problem Resolution Management Plan
- Risk Management Plan
- Software Development Plan

These supporting plans are living documents and are updated as needed.

3.1.1.2 System Operations Plan

The System Operations Plan defines and documents the governance structure for overall system operations, provides the policies that govern overall system operations, and describes the coordinated operational processes for all subsystems.

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[6] The “Business Partner” or “BP” is the project term for the prime integration vendor, the IBM Alliance, consisting of IBM, Accenture, and CGI. The BP also provides M&O services through the end of the existing contract.

[7] Additional plans have been developed as applicable to earlier project stages. Only those more significant plans pertaining to the M&O phase of the project are referenced here.

3.1.1.3 Problem Resolution Management Plan

The Problem Resolution Management Plan ensures that reported issues related to applications are resolved and a resolution is provided to the customer in a timely manner so as to minimize the impact of problems on the affected child support business processes.

3.1.1.4 Risk Management Plan

The Risk Management Plan establishes a framework of working practices, which enables all risks associated with the Project to be identified, analyzed, mitigated, documented, and reported before they become threats to the success of the project.

3.1.1.5 Software Development Plan

The Software Development Plan provides the approach used by the CSE development team to support the design and construction of the CSE application.

3.1.2 M&O Tasks

M&O tasks specific to the CSE System are depicted in the form of the Work Breakdown Structure (WBS) shown in Figure 3-1. A description of the scope for each high-level task is provided in Table 3-1.

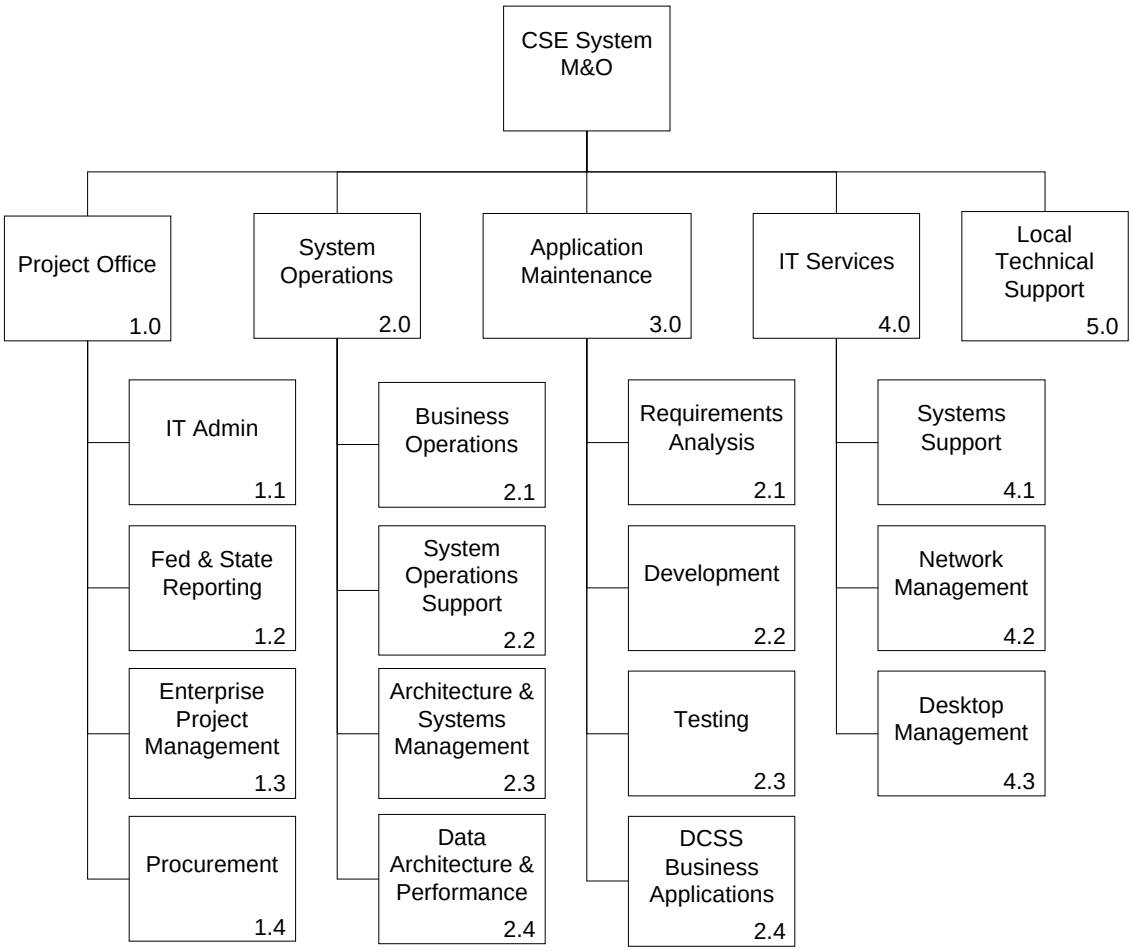


Figure 3-1 M&O Work Breakdown Structure

Table 3-1 WBS Description

WBS ID	WBS ELEMENT NAME	WBS ELEMENT DESCRIPTION
1.0	Project Office	Activities necessary to ensure the successful maintenance and operation of the CSE System. Includes establishing overall system management processes, policies, and procedures, approving system changes, providing and administration over M&O contracts, budgets, resources, and special projects.
2.0	System Operations	Includes all activities necessary to the successful operation of the CSE System, such as production service delivery, performance and capacity management, data and systems architecture support, data administration, database management, and systems support.
3.0	Application Maintenance	Includes all requirements definition, system design, coding and testing, release planning, and implementation of system changes; establishes and maintains development standards and methodologies.
4.0	IT Services	Activities necessary to maintain the technical and network infrastructure statewide, including desktop support, LAN and WAN administration, server administration, systems support, network security, and small LCSA technical support.
5.0	Local Technical Support	Activities necessary to maintain the local technical and network infrastructure in each LCSA, including desktop support, LAN and WAN administration, server administration, and network security.

3.2 Organization and Personnel Resources

The CCSAS organizational structure defines levels of oversight and management responsibility and describes project specific roles and identifies key personnel for each role. M&O resources include State, LCSA, Business Partner, and contract staff.

The CCSAS M&O Management Team is responsible for ensuring that the CSE System is maintained and operated according to approved processes and procedures and within budget. The management team uses established structured service delivery management, maintenance, and operations methodologies to ensure service level objectives are met.

The CCSAS organization includes four levels of responsibility: Federal Oversight, State Oversight, Executive Project Management, and the CCSAS M&O Management Team. The responsibilities at each level are summarized in the following subsections.

3.2.1 Federal Oversight

The Federal Office of Child Support Enforcement (OCSE) provides federal oversight of the project through review and approval of Advance Planning Document Updates (APDUs). Prior approval of contracts is also required by regulation.

3.2.2 State Oversight

In addition to Federal oversight, the Department's M&O activities are carefully monitored by California's Legislature, the Department of Finance (DOF), the California Health and Human Services Agency (CHHSA), and the California Office of the State Chief Information Officer (OCIO).

3.2.3 Executive Management

Executive Management is responsible for the guidance and direction of the overall CCSAS M&O effort. The DCSS Deputy Director, Technology Services Division/Chief Information Officer (CIO) is responsible to ensure all automation activities and services successfully support the business needs of the Child Support Program (CSP). The CIO has direct responsibility for managing operations, maintenance, and technical support of the CSE System to ensure effective service delivery to system users at both the State and in the LCSAs. The CCSAS Project Leader has ongoing responsibility to ensure major CCSAS M&O efforts satisfy requirements and meet critical milestones and deadlines.

3.2.4 M&O Management Team

The CCSAS M&O Management Team, consisting of both State and contractor resources, has the day-to-day management authority for system operations, maintenance, and administration activities. This team includes the DCSS CIO and the managers over the Project Office, System Operations, Application Maintenance, and IT Services. Each member of the CCSAS M&O Management Team is responsible for performance of activities in their area and assists in resolving risks and issues involving their area of responsibility. The CSE Business Partner is also an integral part of the management team, as Business Partner resources actively support each functional area. Under the current contract the CSE Business Partner is responsible for achievement of service level objectives.

3.2.5 M&O Roles and Responsibilities

In accordance with the current CSE Business Partner contract, the CSE Business Partner provides the M&O services for the CSE System, under overall State management and direction. The Business Partner's complete System Management Control Disciplines approach includes all of the following activities and responsibilities:

- Service Level Management
- Quality Control Management
- Operations Problem Management
- Operations Change Management
- Recovery Management
- Offline Processing Management
- On-line Processing Management
- Performance Management
- Capacity Management

- Help Desk Management

In addition to the above, the Business Partner provides the following Maintenance services:

- Application software fixes and enhancement work;
- Database maintenance, including the installation of database environment upgrades;
- System software maintenance for the software in each of the CSE environments; and
- System documentation maintenance for when system changes are made.

During the course of the two year M&O period of the contract, Business Partner responsibilities are transitioning to the State using a phased approach and via a rigorous Knowledge Management program. This knowledge management approach has State staff participating in a variety of training environments, including classroom training, working sessions, and one-on-one mentoring, resulting in State staff working side by side with Business Partner staff to accomplish M&O tasks.

By the end of the current contract, the roles will have shifted in every area such that the State will have primary responsibility for service delivery and management of all M&O tasks and activities. The resulting M&O approach has State managers, leads, and workers responsible for all aspects of M&O services, supported by Business Partner staff such that in combination, the fully integrated organization is able to provide sufficient staff resources and technical capabilities to continue M&O effective service delivery of the CSE System.

3.3 CSE System Summary

The CSE System is a customized solution that automates child support enforcement functions. The CSE System consists of a centralized statewide database and web-based “thin-client” application residing in an e-Business Hosting Center (eBHC)[8] operated by the CSE Business Partner and utilizing the existing Office of Technology Services (OTech) wide-area network for statewide connectivity.

3.3.1 CSE System Functional Architecture

The CSE System is based on a layered, component-based architecture, as depicted in Figure 3-2.

[8] The CSE system is planned to be re-hosted to a State data center prior to award of any contract resulting from this solicitation.

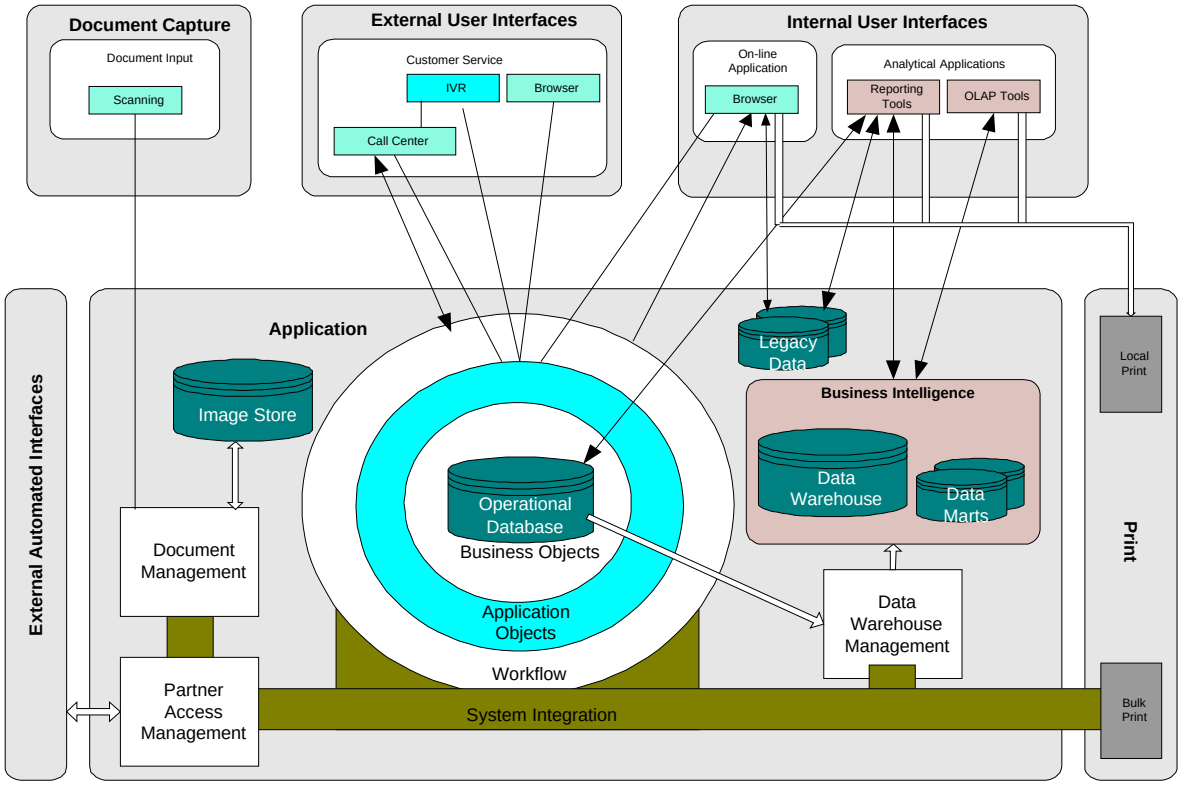


Figure 3-2 CSE Functional Architecture

The CSE System supports approximately 10,000 DCSS and LCSA users managing 1.8 million open cases and more than 3 million closed cases. The system's enterprise customer service solution (ECSS) addresses more than 700,000 calls per month from the public. The CSE System currently handles approximately 3.3 million "hits" from internal, on-line users each day with an average 1.3 second response time; it processes more than 175 million batch transactions every month. At more than 55,000 function points it is one of the largest public sector information systems in the country.

Child Support Program customers and employers access limited CSE System case data via the ECSS, which includes an internet web site and Integrated Voice Response (IVR) that allow for efficient self-service access to CSE information. LCSA and DCSS users access the CSE System directly using a web-browser interface and also have access to a Help Desk providing support for system and procedural issues. The CSE System electronically exchanges information with other agencies and the SDU through automated interfaces using standard formats. The CSE System's layered architecture provides for delivery of the following general classes of services:

- ***CSE Application Services*** implement the business functionality needed to support specific CSP processes.
- ***Centralized Database*** is a relational database containing current statewide child support data.

- ***Database Services*** provide the infrastructure needed to create, update, query and report on the data.
- ***Business Intelligence (BI)/Data Warehouse Services*** provide the capability to gather, store, access and analyze data to help make CSP business decisions.
- ***Integration Services*** use messaging to provide the underlying mechanism for communication and integration between the various parts of the application and database.
- ***Document Management Services*** include capabilities to acquire, store, manage, and present paper based documentation. A Print and Mail Service Provider[9] is responsible for printing, folding, inserting, sorting and postage metering of the forms, letters, notices and other documentation produced by the CSE System. The current Central Print volume is 1.6 million mail pieces per month which includes 14 million pages.
- ***Workflow Services*** automate business processes that include many manual actions as well as automated system actions performed by different users and functions performed by the CSE Application Objects.
- ***Security Services*** provide the framework for implementing security and protecting the data at the network, hardware, software and database levels.

3.3.2 CSE System Logical Technical Architecture

The Logical Technical Architecture depicts the various services that the CSE System provides. Figure 3-3 presents the general technical components in this architecture. Multiple system environments are used for maintenance and operation activities: Production Environment, Production Simulation Environment, Performance Testing Environment, System Testing Environment, Development Environment, and System Administration Environment. Each of these environments follows the Logical Technical Architecture.

[9] The current Print and Mail Service Provider is the Office of State Printing.

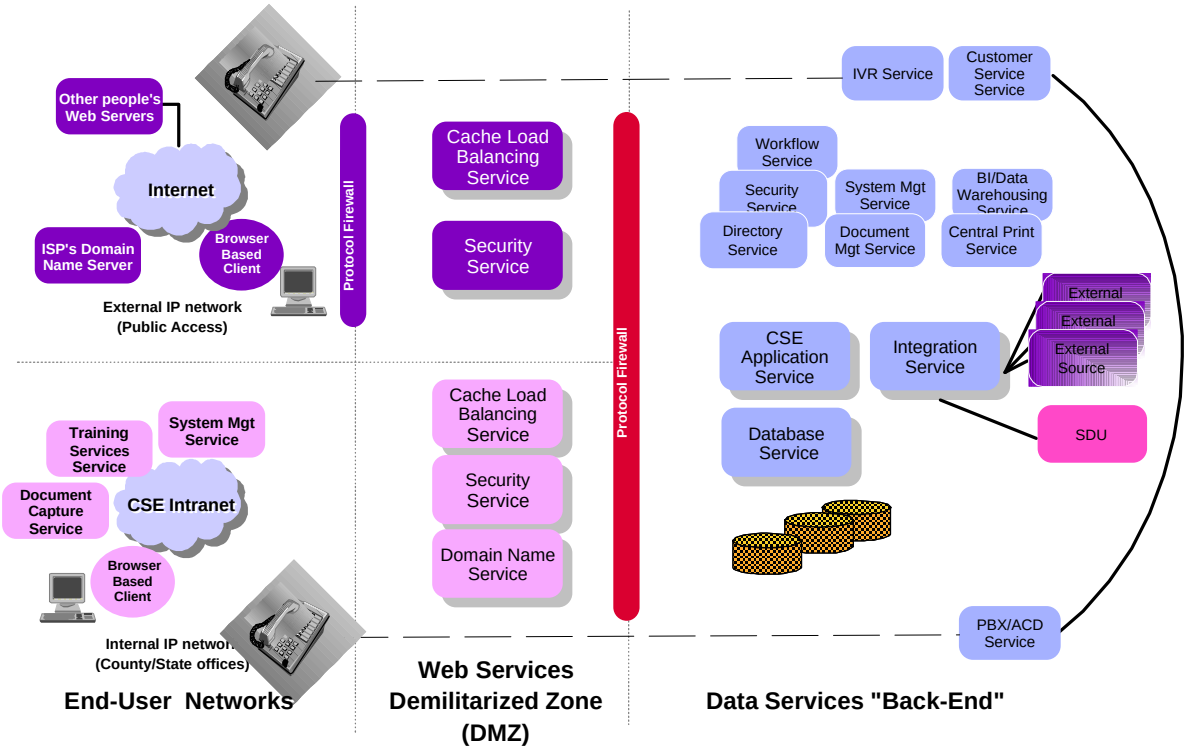


Figure 3-3 Logical Technical Architecture

- ***End-User Networks*** – includes the various logical components of the Local Area Networks that reside in the end-user space. These components are used to access and operate the system internally from LCSA sites using the OTech WAN, County WANs, and externally through Internet-connected channels.
- ***Web Services Demilitarized Zone (DMZ)*** – includes the components used to allow front-end access to the application, within a secured area. This secured area is intended to prevent "hacking" and other forms of unauthorized access to the database. Traversing this area is required in order to access the system from program sites and from the Internet.
- ***Data Services "Back-End"*** – includes the database engine, application server and other back-end systems that are indirectly accessed by the application end users through the DMZ. It also houses management and control functionality as well as underlying system services used by the application itself. Data services provide the user with the timely information necessary to effectively perform his/her role in the process while protecting the integrity, security and reliability of the data.

3.3.3 CSE System Hardware

This section summarizes the servers, workstations, laptops, and peripherals that comprise the CSE System. Servers are housed in the IBM San Jose e-Business Hosting Center, as well as in the Project Office and LCSA sites. For specific details on the overall system architecture, refer to the technical documentation in the Bidders Library.

- ***Servers:*** The CSE application utilizes a blend of two server platforms — each platform chosen for the strengths it provides for a solution area. These include:
  - IBM eServer pSeries – The IBM pSeries servers are utilized as application, database and web servers. These are powerful, UNIX servers that utilize symmetric multiprocessors (SMP).
  - IBM eServer xSeries – The IBM xSeries servers are used for various functions including: DNS, DHCP, Systems Management, Imaging, and the Project Office file servers.
- ***Workstations and Laptops:*** Workstations are provided as the primary desktop for the CSE application and are used by LCSA end users, and Project Office staff. In addition, laptops are included for select LCSA and Project Office staff.
- ***Peripherals:*** Printers are used at the LCSA sites to meet the local printing requirements of the LCSA staff. In addition color printers are installed where color printers are necessary. High-speed scanners are located at a central scanning facility that provides statewide scanning services for all counties.

3.3.4 Application Support Software

The primary application support software products used by the CSE System are IBM HTTP Server and WebSphere running on the AIX open operating system. These software products support open system standards and the State's architectural best practices. For specific details on how these and other software products are used in the CSE System, refer to the technical documentation in the Bidders Library.

- ***IBM HTTP Server*** – IBM HTTP Server is a Web server based on the Apache Web server that was developed by the Apache Group (www.apache.org). IBM HTTP Server includes some functions that are not available in the standard Apache Web server.
- ***The IBM WebSphere Application Server Advanced Edition (WAS)*** – WAS supports deployment of e-business applications for transactions through Java servlets and JavaBeans, JavaServer Pages (JSP), and Enterprise JavaBeans (EJB). WebSphere provides e-business application deployment environment with a set of application services including capabilities for transaction management, security, clustering, performance, availability, connectivity, and scalability.

3.3.5 Data Management Software

A collection of database and system software provides data management, data warehousing, and data analysis capabilities. For specific details on the data management and data warehousing architecture refer to the technical documentation in the Bidders Library. The relational database product and supporting tools are summarized as follows:

- ***DB2 Universal Database (UDB) Server*** – DB2 is the primary database software and is a reliable system that has ability to handle large volumes of

data both within and across platforms and integrates data warehouse management. The DB2 UDB is fully integrated with Web technology so that centralized data can be easily accessed from the Internet or from browsers on the workstations of DCSS analysts and caseworkers. In addition to the core features of DB2, additional extensions are used in support of a data warehouse.

Additional software packages are used in implementing the business intelligence and database. These tools include basic query and reporting tools, advanced online analytical processing (OLAP) tools, ad-hoc reporting tools as well as tools for more complex and demanding data analysis, web server middleware tools that allow web clients to connect to the database middleware, data warehouse modeling and construction tools, and metadata management. In addition data administration tools are used for security and authorization, backup and recovery, monitoring and tuning, operations and scheduling, and auditing and accounting.

3.3.6 Network

The wide area network (WAN) providing connectivity between the CSE System and internal and external entities is provided by the State. The OTech WAN provides wide area transport for the majority of networking traffic and is the hub through which program sites connect. The OTech WAN connects directly or indirectly to the major processing points involved in the CSE System architecture. In some jurisdictions, local county WANs are used to connect offices within the county to a central OTech WAN point of presence. The entities in the network include the following:

- **LCSA Offices** – Most users are housed in the LCSA offices.
- **Auxiliary County Sites** - Non-LCSA or co-location county offices, auxiliary sites have small user populations. Some of these locations may connect to the OTech WAN via county networks.
- **Hosting Center** – The hosting center houses the main processing components of the CSE System – system servers, databases, and the processing logic that executes against them.
- **State Disbursement Unit** – The CSE System exchanges a high volume of collections and disbursement information with the SDU via batch processes and file transfers.
- **Customer Service Support Centers** – The Customer Service Support Centers provide support on the CSE e-Child Support Customer Self-Service application and IVR, as well as information to customers who prefer to speak directly with a person.
- **DCSS Headquarters** – CSE M&O Services State and contract staff are housed at DCSS Headquarters.
- **External Entities** – Automated interfaces between the CSE System and federal, State, interstate, and intrastate sources are facilitated by the OTech WAN and, in some cases, OTech servers for file exchange.

The OTech WAN is a high-bandwidth, secured, backbone network, supporting at least 310 Mbps aggregate throughput. It provides secured connectivity, integrity, and data transport in the form of Virtual Private Network "tunnels" – virtual connections that transparently exploit such technologies as firewalls, Triple DES (3DES) and IPsec for traffic screening, encryption, and authentication.

3.3.7 CSE System Interfaces

The CSE System electronically exchanges information with federal, state, and county agencies and with the SDU through automated interfaces using standardized formats where available. The interface methods utilized by the various interfaces are dictated by constraints in the external interfacing system. Interface methods used in the CSE System include real time communications, batch file transfers, email communications, incoming document capture and outgoing document generation. CSE System interfaces are shown in Figure 3-4.

3.3.8 Security Framework

The CSE System security framework provides administration, authentication, authorization, access control, confidentiality, integrity, auditing, and intrusion detection. The system incorporates a number of packaged security tools to provide centralized management and control. Security functionality includes the following:

- **Identification and Authentication** – involves determining whether individuals or systems *are* who they *say* they are.
- **Authorization** – determines what access privileges have been granted to a *user*, *group*, *application*, or *process* and enforces these privileges.
- **Integrity** – provides proof of the correctness of the content of the information.
- **Confidentiality** – protects information from unauthorized eavesdropping.
- **Non-repudiation** – provides proof in a transaction that the sender *sent* the message and the receiver *received* the message.
- **Auditing** – creates a chronological record of the user, the systems, application, and network activities pertaining to all transactions.

The IBM SecureWay Policy Director is the principle security definition and management facility. It facilitates single definition of authorization and authentication controls, and interfaces with the IBM LDAP Server. The CSE System has a Security Service that interfaces with Policy Director and the LDAP Server to provide comprehensive security definition and management.

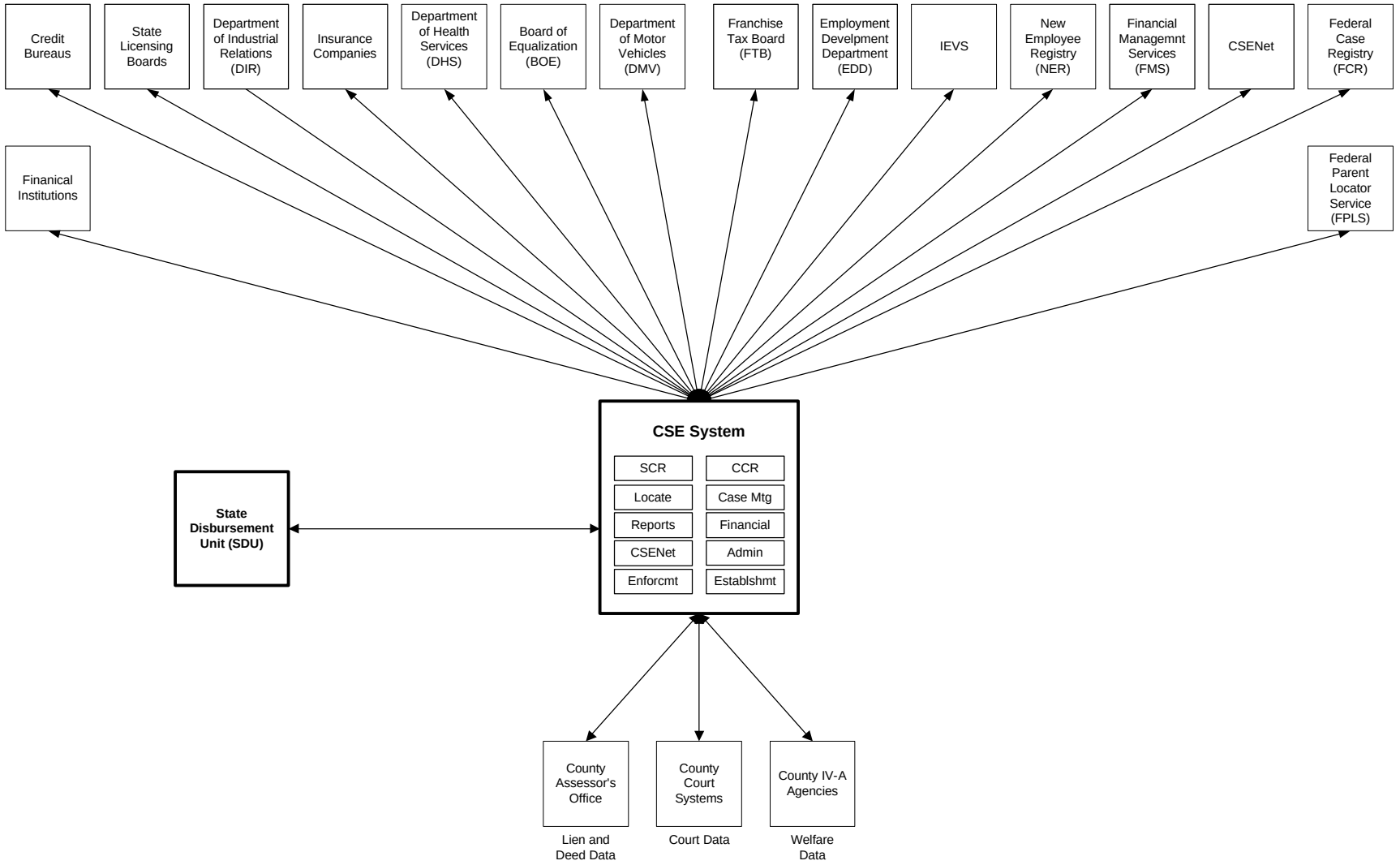


Figure 3-4 CSE System Interfaces

In addition, other security tools provide network traffic, intrusion, and access protection for the overall system environment. These products are used to implement security features as shown in the table below.

Table 3-2 CSE System Security Tools

FUNCTIONALITY	SECURITY TOOL
User and Role Administration	IBM SecureWay Policy Director is used to establish and administer the system's users.
Authentication	IBM SecureWay Policy Director manages authentication.
Access Control	Connectivity access control is provided by Cisco and Nokia firewalls.
Authorization	WebSphere Application Server (WAS) and DB2 manage access to their resources based on defined users and roles. WAS controls access to the level of individual calls. DB2 imposes read/write/alter restrictions on tables and views. Brio Intelligence provides additional authorization controls if needed.
Confidentiality, Integrity, and Non-repudiation	The IBM HTTP Server, using SSL, encrypts and controls interactions with web or internal system users. SeeBeyond's eXchange using technologies such as Public Key Infrastructure (PKI) controls automated interactions with other systems.
Intrusion detection	Symantec's Intruder Alert monitors and reports on attempted intrusion activity.
Centralized Backup	Tivoli Storage Manager software assists data integrity through a centralized backup solution. Adequate testing and management of off-line storage media and procedures will be done periodically to test *correct* and *timely* restoration of target data.

3.3.9 CSE System Features

The CSE System provides the features required for federal certification and meets the State's CSP requirements. The following tables summarize CSE System features in three functional requirement areas: Case Management, Financial Management, and Program Management.

Table 3-3 Case Management Features

FUNCTIONAL REQUIREMENTS	CSE SYSTEM FEATURES
General Case Management	• Reliable, unduplicated, electronically synchronized data • Standardized data elements • Event driven work flow management • Automated maintenance of case and member histories • Rule-based caseload assignment and redistribution • Document image capture and storage that supports the creation of an electronic case folder accessible statewide • Centralized and localized print services
Forms Management	• Event driven and manual forms generation • Standardized forms using standard data elements and layout • Electronic forms provided through web-based interface
Case Initiation and Update	• Case opening functions including duplicate member checking and IV-A referrals • Case closure functions based on federal and state closure criteria • Electronic transfer of case ownership that avoids duplicate data entry • Electronic self-service capabilities for customers to submit IV-D

FUNCTIONAL REQUIREMENTS	CSE SYSTEM FEATURES
	application • Case and member updates based on validated data from external sources such as employers • Electronic interfaces with external sources such as Federal Case Registry for proactive match data • Non-IV-D data management
Establishment	• Centralized establishment activities based on business rules • Electronic interface with courts to schedule hearings • Standard guideline support calculator • Integration of Paternity Opportunity Program data • Electronic interface with process servers • Monitoring of court order review and adjustment process • Web-based capability for Process Servers to report status of service of process
Enforcement	• Centralized enforcement actions based on thresholds and business rules derived from federal and state requirements • Electronic interfaces with external entities such as financial institutions, federal and state tax intercept agencies • Use of enforcement remedies such as judgment debtor examinations, wage assignments, writs of executions, liens and intercepts • Employer self service capabilities for program information and updating of member information
Locate	• Centralized, automated member-level locate actions and history • Hierarchal locate approach: internal locate against existing data; and locate requests sent to external sources such as Employment Development Department • Automated updates to member data and submission of verification requests
Interstate	• Integrated Central Registry functionality that provides single point of contact to automatically receive, process, and refer interstate case referrals • Capability to monitor and track case activity on all interstate cases within the State • Capability to electronically communicate with other states via CSENet and track details within the system

Table 3-4 Financial Management Features

FUNCTIONAL REQUIREMENTS	CSE SYSTEM FEATURES
General Financial Management	• Consistent method of creating financial accounts based on business rules • Capability to manage financial accounts and record financial transactions
Collections	• Ability to provide receipts for payments received at the Local Child Support Agency • Interface with the SDU to exchange collection information, including exceptions and unidentified payments
Obligations	• Obligation management functions, including calculation of interest,

FUNCTIONAL REQUIREMENTS	CSE SYSTEM FEATURES
	and monitoring of obligation end dates and arrearages • Real time Balance Regeneration capabilities • An accounting system that has the ability to track information by participant through time
Distribution	• Automated, rule based distribution of child support payments • Allocation of all payments received across all non-custodial parent (NCP) accounts throughout the State (statewide allocation) • Ability to manage Un-reimbursed Assistance Pool
Disbursement	• Creation of disbursement instructions for SDU • Interface with the SDU to exchange disbursement information • Aggregated disbursements to agencies • Automated locate when disbursement cannot be delivered • Automated release of funds when payee has been re-located

Table 3-5 Program Management Features

FUNCTIONAL REQUIREMENTS	CSE SYSTEM FEATURES
Program Monitoring	• Ability to measure the level of compliance with federal and State requirements and standards • Ability to compare current level of compliance to previous levels for trend analysis • Ability to capture statistical information to support the generation of the OCSE-157 report, program forecasting, pilot project monitoring, and legislative inquiries
IV-D Fund Management	• Interface with State's accounting system to produce the OCSE-396A report, including operation expenses, county administrative advances, and incentives • Capture and maintenance of cost detail, recovered fees, and federal and state share of assigned collections used in the OCSE-034A report
Customer Service	• Web-based interface for self-service capability such as submittal of IV-D applications, requests for program information, and viewing of case and payment status • Automated call routing to case workers • Complaint resolutions management and tracking • Ability to provide mass mailings on program information • Ability to set-up direct deposit and direct withholding
Reporting	• Web-based interface to create and run reports • On-Line Analytical Processing that provides for decision support and comparative analyses, in addition to providing pre-defined and on-demand reports • Ability to generate all federally required reports

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4. PROPOSED SERVICES

4.1 Proposed M&O Services Overview

This procurement seeks the services of an Information Technology Contractor to provide maintenance and operations (M&O) services in support of the CSE System as detailed in Section 6, Statement of Work Requirements.

Contractors are encouraged to carefully review Section 3, Current Environment, and documentation in the Bidders Library in order to form a thorough understanding of the current system and related services.

4.2 Staff Qualifications and Profile

For the services described in this IFB, the State has defined detailed staff classifications. Each classification includes staff roles and responsibilities, as well as knowledge, skill, and experience qualifications. Staff Classifications are defined in Exhibit 6-B, Staff Qualifications.

The staffing profile specified for CSE M&O Tasks has been projected based on the planned staff support required for each service task, and the level of existing State staff available in the organization to perform and manage associated activities. The projected staffing profile for evaluation purposes is specified in Section 6, Table 6-2, Total Staff Levels.

4.3 Roles and Responsibilities

The Contractor's role under any contract resulting from this IFB is to provide support services to the State in executing all of the SOW tasks specified in Section 6, Statement of Work Requirements. Contractor staff shall work in a collaborative, integrated working environment with State staff and, in some cases, LCSA staff or other consultant resources. Figure 4-1 below depicts an example of an integrated organizational unit led by a State supervisor (System Software Specialist III Supervisor) with a mix of State and contract resources in each functional task area (Contractor staff are indicated in *italics*).

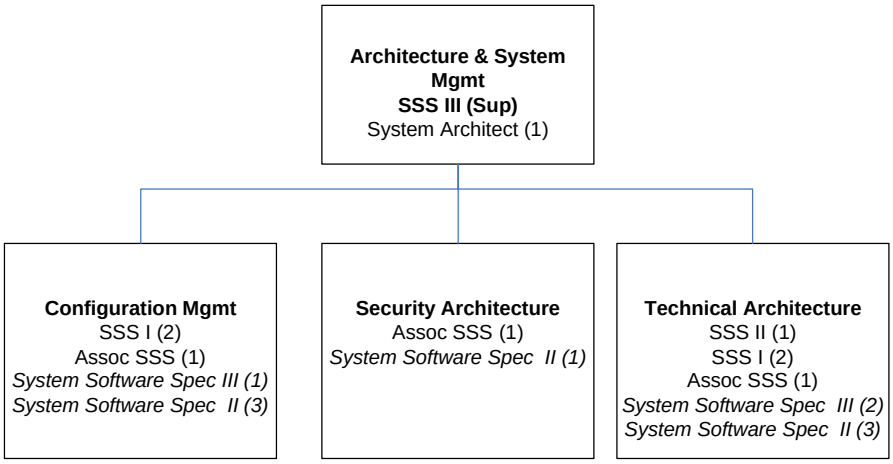


Figure 4-1 Example Integrated Organizational Unit

The Contractor shall be responsible to provide technical resources that meet the qualifications associated with the classifications defined in Exhibit 6-B, Staff Qualifications and at the level of effort specified in Section 6, Table 6-2, Total Staff Levels. The Contractor shall also be responsible to provide any technical training that may be deficient in Contractor staff or provide suitable replacement staff. The Contractor's staff is responsible to perform the SOW tasks specified in Section 6, Statement of Work Requirements as directed by State managers and supervisors.

The State's role is to provide leadership, management, and direction to Contractor resources in each SOW task area and to evaluate work performed by Contractor resources for compliance with Section 6, Statement of Work Requirements. The State's responsibility includes providing all facilities, equipment, hardware and software. The State is also responsible to provide orientation to departmental and M&O policies, processes and procedures for Contractor staff.

4.4 Scope of Services

The scope of services required of the Contractor are provided in Section 6, Statement of Work Requirements and summarized below:

1. Contract Management – provide contract reporting, issue resolution, and overall Human Resources Management in support of Contractor Staff.
2. Knowledge Management Services – participate in the State's Knowledge Management program that ensures knowledge transfer of CSE System architecture, technical processes and procedures, and California Child Support knowledge to all M&O staff.
3. System Operations Services – perform the essential activities necessary for the successful operation of the CSE System, as well as providing the technical architecture and infrastructure expertise related to any and all CSE hardware and software systems.
4. Application Maintenance Services – perform the essential activities necessary for the routine maintenance of the CSE application, including analysis, design, development, and testing of application changes.
5. IT Services – perform activities necessary for the support of CSE System user infrastructure, such as network servers and desktops, including those distributed through California in Local Child Support Agencies.

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5. ADMINISTRATIVE REQUIREMENTS

This Section contains all of the non-technical requirements and requirements covering the responsibility aspects of the Bidder, to all of which the Bidder must comply. Any material deviation in the Bid will cause it to be rejected, and any nonmaterial deviation may cause it to be rejected.

5.1 Compliance with Administrative Requirements

Before responding to the requirements in Section 5, Administrative Requirements, the Bidder shall carefully review the entire IFB.

All Administrative Requirements specified in this Section shall be considered MANDATORY unless otherwise marked as OPTIONAL. For each MANDATORY Administrative Requirement, the Bidder shall read the requirement and sign Exhibit 5-A, Administrative Requirements Certification, which certifies that the Bidder agrees to the performance of each requirement under the direction of State.

Several of the Administrative Requirements in this section require the Bidder to submit additional documentation as part of the response. For those Requirements that ask for additional documentation, a reference line is provided indicating where the Bidder shall provide the requested information in the Final Bid (see Section 8, Bid Format). The following is an example of this reference line.

Example Reference Line:

Submit (Name of Requested Information) in Volume I, Part 2, (Specific Tab)

In addition to meeting the mandatory requirements listed in Section 5, Administrative Requirements, the Bidder shall do the following:

- Perform the actions and adhere to the deadlines as specified in Section 1, Introduction and Overview
- Comply with the rules specified in Section 2, Rules Governing Competition
- Agree to all requirements specified in Section 6, Statement of Work Requirements
- Complete appropriate cost information as outlined in Section 7, Cost
- Follow the format instructions specified in Section 8, Bid Format

Responding to the IFB

A cover letter (which shall be considered an integral part of the Final Bid) and a completed STD 213 located in Appendix A, Contract shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned Final

Bid shall be rejected. The cover letter shall also include a statement affirming that the contents of the Final Bid are accurate and correct.

The Bidder shall present a signed Exhibit 5-A, Administrative Requirements Certification along with any additional documentation requested in its response for the Final Bid.

The Bidder may provide any additional literature to support its responses to the requirements. Instructions for including literature in the Final Bid are contained in Section 8.2.4 Volume 4 – Literature.

Submit Cover Letter as the first item in Volume 1.

Submit the signed copy of IFB Exhibit 5-A, Administrative Requirements Certification in Volume 1, Part 2, Tab 2.1.

5.2 Corporate and Staff Requirements

5.2.1 Teaming Relationships

1. Bidder as Prime Contractor

   The State requires that the Contract for CSE M&O Services be issued to one Bidder that shall be responsible for successful performance of the work specified in this IFB. The selected Bidder, as Prime Contractor, must accept full responsibility for coordinating and controlling all aspects of the contract, including support or activities to be performed by any subcontractor, if applicable. The selected Prime Contractor shall be responsible for successful performance of all subcontractors. The Prime Contractor shall be the sole point of contact with regard to contractual matters related to subcontractors and payment of any and all charges resulting from work completed.

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

   The Bidder shall complete the Bidder Declaration (GSPD-05-105) and include it with the Bid, irrespective of whether or not it expects to utilize subcontractors. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. For a copy of the Bidder Declaration and completion instructions refer to the following:

http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf

If the Bidder chooses to use any agents, suppliers, and subcontractors in fulfilling the requirements of this IFB, the Bidder shall provide the following information at a minimum on the Bidder Declaration (GSPD-05-105) in compliance with the Bidder Declaration Instructions:

- Provide the name of any agents, suppliers, and subcontractors who expect to perform work on this contract;
- Provide the address, email address, primary contact person, and the telephone and fax numbers for the agents, suppliers, and subcontractors;
- Indicate the current California Certification for Micro Business, Small Business and/or Disabled Veteran Business Enterprise that the subcontractor possesses. Otherwise, enter “None”;
- Describe the involvement and responsibilities of the agents, suppliers, and subcontractors in the Bid;
- Provide the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do NOT enter a dollar amount;
- Provide a response for each subcontractor to indicate that the Prime Bidder has verified that each subcontractor is in good standing as defined in the Bidder Declaration Instructions.

2. Subcontractor(s)

   Any subcontractor that the Bidder chooses to use in fulfilling the requirements of this IFB must meet all applicable Administrative Requirements of the IFB. Subcontractors must also be in good standing as defined in the Bidder Declaration Instructions (GSPD-05-105).

   Subcontractor(s) shall comply with the same Federal and State requirements and provisions as the Bidder. Many of the requirements and provisions may be covered in the contracts between the Bidder and the Subcontractors by referencing the Bidder’s contract with the State, and making the Bidder’s contract and exhibits available to the Subcontractors.

3. Notification of Award to Subcontractors

   Upon award to a Bidder, notice shall be given by the DGS to the Subcontractors listed in the Bidder Declaration. Notification to the Subcontractor by the Bidder is encouraged immediately after award of the Contract. There will be no assignment of responsibility to a third party without prior written DGS approval.

Submit Bidder Declaration (GSPD-05-105) in Volume 1, Part 2, Tab 2.2.

5.2.2 Corporate Background and Experience

The Bidder shall describe three (3) projects within the ten (10) years prior to the IFB release date in which the Bidder has provided application maintenance services and/or system operations services. The Bidder shall summarize each corporate project using IFB Exhibit 5-B, Corporate Background and Experience.

The Bidder's submission must describe three (3) projects in combination that satisfy the following evaluation criteria:

- At least one project must include both application maintenance and operations services for a single system.
- Each project must have been certified by the associated Corporate Client Reference for accuracy and satisfactory performance.
- Each project submitted must satisfy at least one of the following criteria, and all criteria must be met by the set of projects submitted:
  - For at least one project the Bidder must have provided at least 50 full time staff resources for at least two years.
  - At least one system similar in size and complexity to the CSE system (defined below).
  - At least one system similar in architecture to the CSE system (defined below).
  - At least one public sector information system.

For the purposes of Section 5, Administrative Requirements, CSE equivalent size and complexity[10] are defined as a system, which includes the following, at a minimum:

- Centralized database and application environment, supporting both on-line and batch processing for a core business application;
- 2,000 total core application users with 1,000 peak concurrent users and 1,000 distributed users utilizing a wide-area network for access;
- Business application sized at more than 10,000 function points (or 1,000,000 lines of application code); and
- Post system acceptance level of effort for M&O services of 100,000 hours annually (Note: system acceptance is defined as any one of the following: transfer of system software/hardware title, release of application software into production or payment of full development services. This is a measure of system size and complexity, not staff provided by the Bidder)

For the purposes of Section 5, Administrative Requirements, similar architectures to CSE would be systems that utilize at least six (6) of the following:

- IBM Unix multiple server-based host platform running IBM AIX

[10] The "equivalent size" criteria represent about 20-25% of the actual size of the CSE System.

- DB2 database
- IBM WebSphere application server
- Java 2 Platform, Enterprise Edition (J2EE) architecture
- Web application for on-line user access
- Java source code for application business logic
- IBM InfoSphere data warehouse
- Tivoli security and administration tools
- Enterprise forms subsystem, such as Adobe Forms
- Enterprise reporting products for report development, such as Hyperion and Business Objects

Submit three (3) Corporate Background and Experience forms (IFB Exhibit 5-B) in Volume 1, Part 2, Tab 2.3.

5.2.3 Corporate Client References

The Bidder shall send each project contact referenced in IFB Exhibit 5-B, Corporate Background and Experience, a copy of IFB Exhibit 5-C, Corporate Client Reference for completion. The Bidder shall make sure the client reference forms are completed and legible by the client and returned to the Bidder in time to be included with the submittal of the Final Bid. The State may contact any or all client references during the dates and times identified in Section 1.6, Key Action Dates. The Bidder shall ensure that contact information for client references provided is current and that client references will be generally available to validate the information provided in this time frame. If the State is unable to contact a client reference after 3 attempts, the Bid may be rejected. The corporate client referenced for each project must be external to the Bidder's organization and be able to substantiate the Bidder's relevant expertise.

Submit three (3) completed Corporate Client Reference forms (IFB Exhibit 5-C) for the Bidder in Volume 1, Part 2, Tab 2.4.

5.2.4 Subcontractor Corporate Background and Experience

For each Subcontractor that will be performing twenty-five percent (25%) or more of the total bid price, the Bidder shall describe three (3) projects within the ten (10) years prior to the IFB release date in which the Subcontractor's organization has had responsibility for providing either application maintenance services, system operations services, or both. The Bidder shall summarize each of the Subcontractor's corporate projects using IFB Exhibit 5-B, Corporate Background and Experience. The Bidder shall enter the Subcontractor name as the "Bidder Company Name" on IFB Exhibit 5-B.

The Bidder's submission must describe three (3) projects for each Subcontractor subject to this requirement that satisfy the following criteria:

- For each project, the Subcontractor must have provided application maintenance and/or operations services.
- Each project must have been certified by the associated Corporate Client Reference for accuracy and satisfactory performance.
- Each project submitted must satisfy at least one of the following system relevance criteria (only one, not all of the following system relevance criteria need be met by a Subcontractor's complete set of three (3) projects):
  - A system similar in size and complexity to the CSE system.
  - A system similar in architecture to the CSE system.
  - A public sector information system.

For the purposes of Section 5, Administrative Requirements, CSE equivalent size and complexity and CSE equivalent architecture are defined in Section 5.2.2.

The Bidder shall submit a corresponding completed copy of IFB Exhibit 5-C, Corporate Client Reference with the Final Bid for each IFB Exhibit 5-B submitted for Subcontractors. The Bidder shall ensure that the Client Reference for each Subcontractor project is provided with a copy of IFB Exhibit 5-C for completion. The Bidder shall make sure the reference forms are completed and returned to the Bidder in time to be included with the submittal of the Final Bid. The Bidder shall enter the Subcontractor name as the "Bidder Company Name" on IFB Exhibit 5-C.

The State may contact references during the dates and times identified in Section 1.6, Key Action Dates. The Bidder shall ensure that contact information for Subcontractor references provided is current and that references will be generally available to validate the information provided in this time frame. If the State is unable to contact a client reference after 3 attempts, the Bid may be rejected. The corporate clients referenced for each project must be external to the Bidder's and Subcontractor's organizations, and be able to substantiate the Subcontractor's relevant expertise.

Submit three (3) completed Corporate Background and Experience forms (IFB Exhibit 5-B) for each Subcontractor in Volume 1, Part 2, Tab 2.5.

Submit three (3) completed Corporate Client Reference forms (IFB Exhibit 5-C) for each Subcontractor in Volume 1, Part 2, Tab 2.6.

5.2.5 Detailed Staffing Plan

The Bidder shall provide a Detailed Staffing Plan for the contractor's proposed staff that contains the following, at a minimum:

- An approach to acquiring and delivering Bidder staff (including the use of subcontractors, if applicable) that meet required qualifications in the quantities required to provide the CSE System M&O Services specified in Section 6, Statement of Work Requirements;
- An approach to ensuring offered staff meets the qualifications specified in Exhibit 6-B, Staff Qualifications, including technical assessment and training;

- Description of the problem resolution approach to be used to address personnel issues, including both performance and non-performance factors that may impact required services;
- A matrix showing the proposed initial staff assigned by name, classification and task. Any Subcontractor staff must be identified as such;
- A matrix showing how the proposed staff meets all of the Minimum Qualifications for each classification; and
- An approach to replace staff within the required timeframes when necessary for any reason.

Submit the Staffing Plan in Volume 1, Part 2, Tab 2.7.

5.2.6 Initial Staff Levels

Based on the required initial staffing profile shown in Table 5-1, the Bidder shall include in its bid an initial complement of staff for evaluation purposes at the staff levels and positions specified in Table 5-1. Bidders may not propose an alternate level of staffing or change the classification specifications.

The Bidder's initial complement of staff shall be ready and available to perform the services required in Section 6, Statement of Work Requirements as of the date specified in Section 1.6, Key Action Dates as the Contractor Start Work Date. The initial staff levels shown in Table 5-1 and similar tables in this section are represented as full time resources.

Table 5-1 Initial Staff Levels

Initial Staff Levels by Position	1 Contract Management	2 Knowledge Management Services	3 System Operations Services	4 Application Maintenance Services	5 IT Services	Total
Application Architect				1.0		**1.0**
System Architect			1.0			**1.0**
Database Architect			1.0			**1.0**
Application Developer III				6.0		**6.0**
Application Developer II						
Application Test Analyst III				5.0		**5.0**
Application Test Analyst II						
Database Administrator III			3.0			**3.0**
Database Administrator II						
System Softw are Specialist III			8.0			**8.0**
System Softw are Specialist II						
System Administrator II						
System Administrator I						
Operations Specialist II						
			13.0	**12.0**		**25.0**

Note that in Table 5-1 above, Task 1, Contract Management is considered an overhead task for which Bidder staff levels do not apply. Task 2, Knowledge Management Services is a task applicable to all staff and against which Contractor

staff will account for time for reporting purposes, but for which no specific staff levels are specified for bidding purposes.

For each of the Initial Staff Members bid, the Bidder shall provide a complete resume in the format specified in Administrative Requirement Section 5.2.7, Resume Format.

Submit Resumes for Initial Staff in Volume 1, Part 2, Tab 2.8.

5.2.7 Resume Format

To facilitate verification of staff qualifications, all resumes must be prepared in accordance with the Resume Format template, which is available in the Bidders Library. Resumes shall contain the following information at a minimum:

- Name
- Education, including names of institutions, degrees and dates conferred. Include non-degree-related formal training relevant to the position for which the staff member is being proposed. Training references must include the institution providing the training.
- Relevant experience, beginning with most recent, for no more than the ten (10) years prior to the IFB release date. Experience must be organized by project, assignment, or employer. For each such engagement, include the following:
  - Project or Engagement Title
  - Beginning and Ending Dates of referenced engagement (month and year)
  - Job Title or Position
  - Scope of Responsibilities
  - Skills utilized or experience attained during this period that match the minimum qualifications listed in Exhibit 6-B, Staff Qualifications (as applicable). The skills/experience list must identify all minimum qualifications met by the staff member for the applicable classification.
- Client References:

  The Bidder shall provide three (3) client references for each staff member using Exhibit 5-D, Staff Client Reference form. The Bidder shall submit the forms to the client reference for completion. Each Client Reference shall be from a different Project or Engagement unless there are less than three Projects or Engagements listed in the resume. The Bidder shall include the completed Client Reference Forms from the client with the submittal of the Final Bid.

The State may contact any or all of the client references submitted during the dates and times indicated in Section 1.6, Key Action Dates. The Bidder shall ensure that contact information for references provided is current and that references will be generally available to validate the information provided in this time frame. If the State

is unable to contact provided references after 3 attempts, the Bid may be rejected. Client references must be external to the Bidder's organization or the staff member's current or former organizations, unless no external client projects are reflected in the resume. Client references must have direct experience and knowledge of work performed by proposed staff. Client references may be for any engagement within the ten (10) years prior to the IFB release date, and need not be related to work performed for the Bidder's organization.

Submit three (3) completed Staff Client Reference Forms for each Senior Staff Member (IFB Exhibit 5-D) in Volume 1, Part 2, Tab 2.9.

5.3 Miscellaneous Administrative Requirements

5.3.1 Secretary of State Certification

All corporations, Limited Liability Companies (LLC's) and Limited Partnerships (LPs) must be registered and in 'Active' status with the California Secretary of State to be awarded a contract. The State will verify that the Bidder and any Subcontractors performing more than ten (10) percent of the total bid price are currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.

"Doing business" is defined in the Revenue and Taxation Code 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although, there are some statutory exceptions to taxation rarely will a corporation performing within the state not be subject to the franchise tax.

The Bidder shall register all domestic and foreign business entities (those established outside of California) with the Office of Secretary of State. The Bidder shall be in good standing and shall be qualified to do business as required under California law. The Secretary of State may be contacted as follows:

California Secretary of State
Division of Corporate Filing and Services
1500 Eleventh Street, Third Floor
Sacramento, CA 95814-5701
Certification Unit: (916) 657-5251

http://kepler.ss.ca.gov/list.html

The Bidder shall provide the Secretary of State Certification to do business in California with the Final Bid for itself and for any Subcontractors performing more than ten (10) percent of the total bid price. If the Secretary of State certification to do business in California has not been received by the Bidder, a copy of the Bidder's application and statement of the status must be included in its Final Bid.

Submit Secretary of State Certification for Bidder and any applicable Subcontractors in Volume 1, Part 2, Tab 2.10.

5.3.2 Required Compliance Forms

- Bidders shall complete STD 204, Payee Data Record, available at www.documents.dgs.ca.gov/osp/pdf/std204.pdf, and submit it with the Final Bid.
- Bidders shall complete the Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Transactions, Exhibit 5-E, and submit it with the Final Bid.

Submit completed STD 204, Payee Data Record in Volume 1, Part 2, Tab 2.11.

Submit Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Transactions (IFB Exhibit 5-E) in Volume 1, Part 2, Tab 2.12.

5.3.3 Child Support Compliance Act

For any contract in excess of $100,000, the Bidder agrees, in accordance with Public Contract Code Section 7110 et seq., that:

1. The Bidder recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.
2. The Bidder, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

5.3.4 Insurance Documents

The Bidder must maintain in force (as required by State law) a valid Worker's Compensation Insurance Policy with employer's liability and a valid General Liability insurance policy in the amount of not less than $1,000,000 for all employees engaged in the performance of the contract and agree to furnish the State satisfactory evidence thereof at the time of Bid submittal and at any time the State may so request.

For purposes of this IFB, the Bidder shall furnish to the State a certificate of insurance stating that there is general liability and worker's compensation insurance with employer's liability presently in effect for the Contractor of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance must include the following provisions:

1. The insurer will not cancel the insured's coverage without 30 calendar days prior written notice to the State; and

2. The State of California, its officers, agents, employees, and servants are hereby named as additional insured only with respect to work performed for the State of California.

Any Bidder utilizing subcontractors to perform more than ten percent (10%) of the total bid price must also submit certificates of insurance from those subcontracting firms at the time of Bid submittal and at any time the State may so request.

Submit a Certificate of Insurance for the bidding company in Volume 1, Part 2, Tab 2.13.

If applicable, submit a certificate of insurance for the subcontracting firms to perform more than ten percent (10%) of the total bid price in Volume 1, Part 2, Tab 2.13.

5.3.5 Workplace Policy Enforcement

Bidders must read, understand, and agree to all DCSS workplace policies. Bidders must sign the certification on Exhibit 5-F, Workplace Policy Enforcement acknowledging agreement with the stated workplace policies. Such agreement extends to all Consultants assigned to fulfill any contract resulting from this IFB. The policies are included in the Bidders Library.

Submit completed and signed IFB Exhibit 5-F, Workplace Policy Enforcement in Volume 1, Part 2, Tab 2.14.

5.3.6 Disabled Veteran Business Enterprise (DVBE) Participation Program Requirement

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in state contracts. The minimum DVBE participation percentage (goal) is **3%** for this solicitation. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a "good faith effort" (GFE). The Bidder must meet or exceed the DVBE goal of 3%.**

DVBE Declaration Forms

Bidders are responsible for thorough review and compliance with the DVBE Program Requirements and Resources instructions available at the following location:

http://www.documents.dgs.ca.gov/pd/poliproc/Master-DVBEReqPack-GoodsITFinalVersion090909.pdf

To be considered responsive, bidders must complete and return the Bidder Declaration, GSPD-05-105 (08/09) and the DVBE Declaration, STD.843 (5/2006), as applicable. Failure to complete and submit all required forms with the bid, that fully document and meet the DVBE program requirement, may cause the bid to be rejected.

- GSPD-05-105

  http://www.documents.dgs.ca.gov/pd/poliproc/Master-BidDeclar08-09.pdf

- STD. 843

  http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf

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

Bidders who have been certified by California as a DVBE (or who are bidding 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 solicitation, contact the Procurement Official identified in Section 1.5, Procurement Contacts or obtain a copy at the following website:

www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf.

The completed form must be included with the Final Bid response.

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

DVBE Incentive

In accordance with section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The maximum incentive for this solicitation is two percent (2%) of the lowest responsive and responsible bid price, or $100,000, whichever, is less and is based on the amount of DVBE participation obtained, according to the table below.

Confirmed DVBE Participation of:	DVBE Incentive %
5% or Over	2%
4% to 4.99%	1%
3% to 3.99%	0%

Bidders shall provide documentation of one of the following choices[11] in the Final Bid:

[11] Option B Good Faith Effort has been eliminated as part of the 2009/10 budget reform.

- Commit to full DVBE participation (Option A). Locate and commit to using certified DVBE firms who will perform at least 3%, or
- Reference a DGS-approved DVBE Utilization Plan (Option C). Submit a copy of the "Notice of an Approved DVBE Business Utilization Plan" in the name of Bidder's company.

If applicable, submit the Bidder's Disabled Veteran Business Enterprise Declarations (STD 843) in Volume 1, Part 2, Tab 2.15.

If applicable, for each DVBE Subcontractor, submit the Bidder's Disabled Veteran Business Enterprise Declarations (STD 843) in Volume 1, Part 2, Tab 2.15.

5.3.7 Commercially Useful Function (CUF)

On January 1, 2004, Chapter 623, Statutes of 2003, became effective and required all small businesses, microbusinesses and disabled veteran business enterprises to perform a "commercially useful function" in any contract they perform for the State. A business that is performing a commercially useful function is one that does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract;
- Carries out its obligation by actually performing, managing, or supervising the work involved;
- Performs work that is normal for its business, services, and function; and
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

The Bidder must provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the CUF requirement on Exhibit 5-G, Commercially Useful Function.

A contractor, subcontractor, or supplier will not be considered to perform a CUF if the role of the contractor or supplier is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB, MB, SB/NVSA or DVBE participation.

If applicable, submit IFB Exhibit 5-G, Commercially Useful Function for each certified small business and/or DVBE in Volume 1, Part 2, Tab 2.16.

5.4 Preference Claims (Optional)

The requirements in this section are optional. The State's denial of any of the preference requests is not a basis for rejection of the Bid. Contracts awarded with applied preferences will be monitored throughout the life of the contract for compliance to statutory, regulatory, and contractual requirements. The State will take appropriate corrective action to apply sanctions as necessary to enforce performance programs.

5.4.1 Enterprise Zone Act (EZA)

Government Code Section 7070, et. seq., provides that California based bidders, shall be granted a 5% preference, not to exceed a maximum of $50,000, whenever a state agency prepares a solicitation:

1. For a goods contract in excess of $100,000 and the worksite(s) is not fixed by the terms of the contract, if they demonstrate and certify, under penalty of perjury, that 50 percent of the labor hours required to manufacture the goods and perform the contract shall be accomplished at an approved worksite(s) located in an enterprise zone (Gov. Code 7084(a)).
2. For a services contract in excess of $100,000, and the worksite(s) is not fixed by the terms of the contact, if they demonstrate and certify, under penalty of perjury, that 90 percent of the labor hours required to perform the contract shall be accomplished at an approved worksite(s) located in an enterprise zone (Gov. Code 7084(b))
3. Where a bidder complies with Gov. Code Sections 7084(a), or 7084(b), and certifies, under penalty of perjury, to hire a specified percentage of persons living within a targeted employment area, or are enterprise zone eligible employees, those bidders shall be granted additional preferences according to the hiring percentages specified as follows:
    a. An additional one percent (1%) preference by certifying to hire employees equal to 5 to 9 percent of the workforce
    b. An additional two percent (2%) preference by certifying to hire employees equal to 10 to 14 percent of the workforce
    c. An additional three (3%) preference by certifying to hire employees equal to 15 to 19 percent of the workforce
    d. An additional four (4%) preference by certifying to hire employees equal to 20 or more percent of the workforce
4. The maximum that can be awarded for this and any other provision of law is limited to 15 percent, nor shall the combination of all preferences allowable by law exceed one hundred thousand ($100,000) dollars.

Bidders seeking to obtain an EZA 5% preference must submit a completed STD Form 831 with or prior to their bid that includes the following:

1. All appropriate certifications.
2. The bidding firm's name and the name of all suppliers and subcontractors that will work with the bidder to fulfill the terms of the contract along with the address(es) of each of the worksite(s) and estimated labor hours.
3. Enterprise zone name(s)
4. Bidder's original signature.

5. The bidder must indicate if seeking the additional 1 to 4 percent preference available for hiring persons with a high risk of unemployment, by checking the appropriate box.

A bidder who has claimed an EZA preference(s) and is awarded the contract will be obligated to perform in accordance with preference(s) requested, provided that the EZA preference(s) was granted in obtaining the contract.

Bidders should contact the city or county economic development office or the State Trade and Commerce Agency at (916) 324-8211 to identify enterprise zone locations. Firms receiving EZA preferences must report their labor hours. Reference the state contract on which the award is based for specific reporting requirements.

For a copy of Standard Form 831 refer to:

www.documents.dgs.ca.gov/osp/pdf/std831.pdf.

The Bidder shall submit a fully executed copy of the Standard Form 831 to claim the EZA preference. The Bidder's Final Bid may omit this item if there is no intention to claim this preference.

If applicable, submit Standard Form 831 to claim EZA preference in Volume 1, Part 2, Tab 2.17.

5.4.2 Target Area Contract Preference Act (TACPA)

Government Code Section 4530, et. seq., provides that California based companies shall be granted a 5% preference, not to exceed a maximum of $50,000, whenever a state agency prepares a solicitation:

1. For a goods contract in excess of $100,000 and the worksite(s) is not fixed by the terms of the contract if they demonstrate and certify under penalty of perjury that at least 50 percent of the total hours required to manufacture the goods and perform the contract shall be performed at an identified worksite(s) located in a distressed area.
2. For a services contract in excess of $100,000 and the worksite(s) is not fixed by the terms of the contract demonstrate and certify under penalty of perjury that at least 90 percent of the total labor hours required to perform the contract shall be performed at an identified worksite(s) located in a distressed area.

Bidders seeking to obtain a TACPA 5 percent preference must submit a completed STD Form 830 with or prior to their bid that includes the following:

1. All appropriate certifications.
2. The bidding firm's name and the name of all suppliers and subcontractors that will work with the bidder to fulfill the terms of the contract along with the address(es) of each of the worksite(s) and estimated labor hours.
3. County census tract number and block group number.
4. Bidder's original signature.

5. The bidder must indicate if seeking the additional 1 to 4 percent preference available for hiring persons with a high risk of unemployment, by checking the appropriate box.

A bidder who has claimed a TACPA preference(s) and is awarded the contract will be obligated to perform in accordance with the preference(s) requested, provided that the TACPA preference(s) was granted in obtaining the contract.

Bidders should contact the TACPA/EZA/LAMBRA Preference Program Group (916) 375-4609, to determine if the worksite(s) is eligible. Firms receiving TACPA preferences must report their labor hours. Reference the state contract on which the award is based for specific reporting requirements.

Bidders desiring to claim this preference for services must submit a fully executed copy of the TACPA form (STD 830), available at:

www.documents.dgs.ca.gov/osp/pdf/std830.pdf

The Bidder shall submit a fully executed copy of the TACPA form to claim this preference. The Bidder's Final Bid may omit this item if there is no intention to claim this preference.

If applicable, submit Standard Form 830 to claim TACPA preference in Volume 1, Part 2, Tab 2.18.

5.4.3 Local Agency Military Base Recovery Act (LAMBRA)

Government Code Section 7118, et. seq., provides that whenever a state agency prepares a solicitation for a goods or services contract in excess of $100,000 and the worksite(s) is not fixed by the terms of the contract, a 5 percent bid preference will be granted to California-based bidders if they certify under penalty of perjury that no less than 50 percent of the labor required to perform a contract for goods, or 100 percent of the labor hours required to perform a contract for services are performed at an approved worksite(s) located in a local agency military base recovery area.

Bidders seeking to obtain a LAMBRA 5 percent preference must submit a completed STD Form 832 with or prior to their bid that includes the following:

1. All appropriate certifications
2. The bidding firm's name and the name of all suppliers and subcontractors that will work with the bidder to fulfill the terms of the contract along with the address(es) of each of the worksite(s) and estimated labor hours
3. Military Base Recovery Area name(s)
4. Bidder's original signature
5. The bidder must indicate if seeking the additional 1 to 4 percent preference available for hiring persons with a high risk of unemployment, by checking the appropriate box.

A bidder who has claimed a LAMBRA preference(s) and is awarded the contract will be obligated to perform in accordance with preference(s) requested, provided that the LAMBRA preference(s) was granted in obtaining the contract.

Bidders should contact the State Trade and Commerce Agency at (916) 324-8211 to identify LAMBRA zone locations. Firms receiving LAMBRA preferences must report their labor hours. Reference the state contract on which the award is based for specific reporting requirements.

Bidders desiring to claim this preference for services shall submit a fully executed copy of the LAMBRA form (Standard Form 832) with the Final Bid to claim this preference. For a copy of the STD Form 832 refer to:

www.documents.dgs.ca.gov/osp/pdf/std832.pdf

The Bidder's Final Bid may omit this item if there is no intention to claim this preference.

If applicable, submit Standard Form 832 to claim LAMBRA preference in Volume 1, Part 2, Tab 2.19.

5.4.4 Summary of Contract Activities

If a Bidder qualifies for one or more of the bidding preferences above (EZA, TACPA, LAMBRA), the Bidder shall submit a fully executed copy of the Manufacturer's Summary of Contract Activities and Labor Hours (DGS/PD 525) and the Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 526) with the Final Bid. The Bid may not contain these items if the Bidder does not intend to claim any of these preferences. These forms are available on the DGS website at:

www.documents.dgs.ca.gov/pd/dispute/mfgsum1001.pdf

www.documents.dgs.ca.gov/pd/edip/bidsum1001.pdf

If applicable, submit DGS/PD 525 in Volume 1, Part 2, Tab 2.20 and DGS/PD 526 in Volume 1, Part 2, Tab 2.21 to any claim bidder preference(s).

5.4.5 Small Business Preference

Small businesses and microbusinesses are desired and encouraged to participate in this IFB. Section 14835, et seq. of the Government Code requires a five percent (5%) preference be given to Bidders who qualify as a small business. The Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) must certify small businesses seeking eligibility for the five percent (5%) preference. The Bidders must specifically request the five percent small business preference be applied to their Bids. The preference is used only for evaluation purposes and does not alter the dollar amount of the actual Bids. Questions regarding the preference approval process should be directed to the Office of Small Business and Disabled Veteran Business Enterprise Certification at 707 Third Street, First Floor, Room 400, Sacramento, CA 95605 or call (916) 375-4940. Twenty-four-hour information and document request system: (916) 322-5050. Information regarding small business certification is available at:

http://www.pd.dgs.ca.gov/smbus/sbcert.htm

SMALL BUSINESS CERTIFICATION

To claim the small business preference, the firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the OSDS by 5:00 p.m. on the date the Final Bid is due, and the OSDS must be able to approve the application as submitted. Small Business Non-Profit Veteran Service Agencies (SB/NVSA) claiming the Small Business Preference must possess certification by California prior to the day and time the bids are due. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE

A five percent (5%) bid preference is available to a non-small business claiming at least twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the Bidder Declaration Form GSPD 05-105 must list all of the California certified small businesses with which the Bidder commits to subcontract in an amount of at least twenty five percent (25%) of the net bid price.

SMALL BUSINESS NON-PROFIT VETERAN SERVICES AGENCIES (SB/NVSA)

A five percent (5%) preference is available for SB/NVSA Bidders bidding as a Prime. The definition of nonprofit veteran service agencies qualifying as a small business is contained in Section 999.50 et seq. of the Military and Veterans Code. A copy of the regulations is available upon request from the Office of Small Business and Disabled Veteran Business Enterprise Certification.

CLAIMING THE PREFERENCE

In the Final Bid, the Bidder shall submit the Intent to Claim Small Business Preference, IFB Exhibit 5-H and the Bidder Declaration Form, GSPD-05-105 to claim the Small Business preference (see Section 5.2.1, Teaming Relationship on instructions to complete this form). NOTE: All Bidders must complete the Bidder Declaration Form and include it with the bid response irrespective of the percentage of participation by subcontractors.

If applicable, submit Intent to Claim Small Business Preference (IFB Exhibit 5-H) in Volume 1, Part 2, Tab 2.22 AND provide CUF Statement (IFB Exhibit 5-G) in Volume 1, Part 2, Tab 2.16.

Exhibit 5-A Administrative Requirements Certification

By signing this document the bidder agrees to comply with all MANDATORY requirements in Section 5, Administrative Requirements.

Dated: _____

Bidder Company Name

Signature of Company Representative

Printed/Typed Name and Title of Company Representative

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Exhibit 5-B Corporate Background and Experience

Bidder Company Name: _____

BIDDER shall summarize its corporate experience relevant to CSE M&O Services using this form. Use one form per project. Please number projects: 1, 2, 3, etc. for ease of reference.

Project No: _____ Project Name: _____

Client Company Name: Address: Contact Person Name: Telephone Number: Email Address:	
Nature and Scope of Project and System	
Bidder Roles and Responsibilities	
Technologies Used in the System	[ ] IBM AIX [ ] DB2 Database [ ] IBM WebSphere [ ] J2EE Architecture [ ] Web Applications [ ] Java Business Logic [ ] IBM InfoSphere [ ] Tivoli [ ] Enterprise Forms [ ] Enterprise Reports
Bidder Activities	[ ] Host Operation or operational support services [ ] Application Maintenance services [ ] Other:
Contract Start/Finish Dates	Start: Finish:
Contract Amount for M&O Activities (by year)	
Type of System	[ ] Public Sector System [ ] Child Support Enforcement System [ ] Other Welfare System [ ] Private Sector System
Application Complexity	[ ] Centralized Database [ ] Centralized Core Business Application [ ] Batch Processing [ ] On-Line Distributed User Access
Application Users	_____Total Users _____Peak Concurrent Users _____Distributed Users _____Core Application Users
Application Size	_____Function Points, or _____Lines of code
M&O Full-time Resources	Bidder provided _____ full-time resources for at least two years
M&O Hours Performed Annually	_____Total Project M&O annual hours

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Exhibit 5-C Corporate Client Reference

Bidder Company Name: _____

Project No: _____ Project Name: _____

Note to Bidder: Bidder shall provide this form along with a copy of the associated Exhibit 5-B, Corporate Background and Experience to its Corporate Client Reference for the project stated above.

BIDDER SHALL NOT complete any sections of this form below this point.

Note to Client Reference: This information will be used to evaluate the Bidder identified above. Please review the attached Exhibit 5-B, Corporate Background and Experience and complete the following certification regarding the characteristics of the Project and the Bidder's roles and responsibilities with respect to the Project. Please note that a State of California staff person may contact you to verify the responses on this form. Thank you for your assistance.

Client Company Name: _____ Client Company Address: _____ _____ Phone Number: (____) _____ Email Address _____	Contact Person: _____ Printed Title of Contact Person Signing: _____ ***Certification: I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made on the attached Exhibit 5-B, Corporate Background and Experience and, to the best of my knowledge and belief all information is accurate.*** Contact Person Signature: _____ Date: _____
Summary of Bidder Services: Date of Service: _____through_____ Total Labor Hours: _____ Total Contract Amount: $_____ Bidder Performance: o Satisfactory o Unsatisfactory	

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Exhibit 5-D Staff Client Reference

Bidder Company Name: _____

Staff Member Name: _____

Project or Engagement Title: _____

Job Title or Position: _____

Note to Bidder: Bidder shall provide this form to the Staff Member's Client Reference for the project stated above, along with a copy of the associated Resume as submitted with its Bid in response to this IFB.

BIDDER SHALL NOT complete any sections of this form below this point.

Note to Client Reference: This information will be used to evaluate the Bidder staff member identified above. Please review the attached resume and complete the following certification regarding the characteristics of the Project or Engagement identified above and the Bidder staff member's roles and responsibilities with respect to the Project as detailed on the resume. Please note that a State of California staff person may contact you to verify the responses on this form. Thank you for your assistance.

Client Company Name: _____ Client Company Address: _____ _____ Phone Number: (____) _____ Email Address _____	Contact Person: _____ Printed Title of Contact Person Signing: _____ ***Certification: I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made on the attached Resume and, to the best of my knowledge and belief all information is accurate.***
Summary of Staff Services: Date of Service: _____through_____ Staff Member Performance: o Satisfactory o Unsatisfactory	Contact Person Signature: _____ Date: _____

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Exhibit 5-E Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion, Lower Tier Covered Transactions

This certification is required for federally funded agreements in the amount of $25,000 or more by the regulations implementing Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76 and 44 CFR Part 17. See also:

http://www.acf.dhhs.gov/programs/ofs/grants/debar.htm

(BEFORE COMPLETING CERTIFICATION, READ THE FOLLOWING INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective recipient of Federal assistance funds certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

Dated: _____

Bidder Company Name

Signature of Company Representative

Printed/Typed Name and Title of Company Representative

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Exhibit 5-F Workplace Policy Enforcement

☒ Applicable to this IFB, policies included in the Bidders Library

☐ Not Applicable to this IFB

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Bidder to adhere to the Workplace Policies in the **Bidders Library** as listed below:

1. Incompatible Activities Statement
2. Sexual Harassment Policy
3. Smoking Policy
4. Information Security Manual
5. Workplace Violence Prevention Program
6. Internet and Email Policy

This certification is made under the laws of the State of California.

Dated: _____

Bidder Company Name Federal ID Number

Signature of Company Representative

Printed/Typed Name and Title of Company Representative

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Exhibit 5-G Commercially Useful Function

All certified Small Business, Microbusiness, and/or DVBE contractors or subcontractors must meet the commercially useful function requirements under Government Code, Section 14837 (for SB) and Military and Veterans Code, Section 999(e)(2) (for DVBE). These requirements are summarized as follows:

A business that is performing a commercially useful function is one that does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract
- Carries out its obligation by actually performing, managing, or supervising the work involved
- Performs work that is normal for its business, services, and function
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices

The Bidder must complete this Exhibit for each certified Small Business, Microbusiness, and/or DVBE.

Name of Certified Small Business or DVBE

The Bidder must provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the CUF requirement.

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

Bidder Company Name

Signature of Company Representative Date

Printed/Typed Name and Title of Company Representative

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Exhibit 5-H Intent to Claim Small Business Preference

ALL BIDDERS, MUST CHECK THE APPROPRIATE LINE:

____ I am a California certified small business and the Small Business Preference is applicable to this Bid. A copy of my certified form from the Office of Small Business and Disabled Veteran Business Certification is attached.

____ I have recently filed for California small business preference but have not yet received certification.

____ I am not a certified small business but I am using a small business as a Subcontractor claiming at least 25% small business subcontractor preference.

Name of Small Business Subcontractor (if applicable)

Bidder Company Name

Name and Title of Authorized Representative

Signature Date

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6. STATEMENT OF WORK REQUIREMENTS

The purpose of the Statement of Work Requirements is to define the M&O Services Tasks to be performed by the Bidder's[12] offered staff. See Section 2, Rules Governing Competition, Section 5, Administrative Requirements, and Section 8, Bid Format, for other requirements that must be met for the Bid to be considered responsive to this IFB.

6.1 General Information

It is the State's intent that all services provided by the Contractor pursuant to this SOW be under the direction of State managers and supervisors, and in accordance with existing DCSS and CSE System M&O processes and procedures developed by the State and its Business Partners. Pertinent plans and procedures are provided in the Bidders Library for Bidder review.

ALL STATEMENT OF WORK REQUIREMENTS SPECIFIED IN THIS SECTION SHALL BE CONSIDERED MANDATORY. THE BIDDER SHALL READ EACH STATEMENT OF WORK REQUIREMENT AND SIGN EXHIBIT 6-A WHICH CERTIFIES THAT THE BIDDER AGREES TO THE PERFORMANCE OF EACH REQUIREMENT UNDER THE DIRECTION OF THE STATE.

The Bidder has the option to provide any additional literature to support its responses to the requirements. As identified in Section 8, Bid Format, Volume 4, Literature is available for that purpose. Instructions for including literature in the Final Bid are contained in Section 8, Bid Format.

For those detailed Statement of Work Requirements in this section that specify creation or update of a document or product, such as a specification, plan or report, the requirement text indicates if the document is a contract deliverable. Contract deliverables are summarized in Section 6.3, Deliverables, which also provides instructions regarding the required format and acceptance of contract deliverables. Documentation identified in the text but not identified as formal deliverables are not listed in Section 6.3 and do not require a formal acceptance process.

Submit IFB Exhibit 6-A, Statement of Work Requirements Certification in Volume 1, Part 3, Tab 3.1.

[12] In this section, unless specified otherwise the term "Bidder" refers to the business entity responding to this IFB. The term "Contractor" refers to the business entity selected through this procurement process and awarded a contract for the provision of CSE M&O Services.

6.2 Statement of Work

6.2.1 Task 1 – Contract Management

Contract Management focuses on contract reporting, issue resolution, and overall Human Resources Management in support of Contractor Staff. This includes planning, control, coordination, and execution responsibilities for this engagement. The Contractor shall assign a Contractor Engagement Manager to act as the Contractor's single point of contact for communication and resolution of all Contract Management issues. Note that Contractor services to perform this task are considered a Contractor overhead responsibility, and the State will not be invoiced for hours or services delivered. The Contractor will not be provided facilities or other resources at the DCSS offices for the Contractor's Engagement Manager or for Contract Management activities, other than occasional use of DCSS conference rooms, to be scheduled on an as-needed basis.

6.2.1.1 Monthly Activity Report

The Contractor shall submit a Monthly Activity Report that summarizes the activities performed by the Contractor's staff during the previous month and the activities planned for the next month for each SOW Task and Subtask. For reporting purposes, this SOW defines each Subtask with a 4th level section header, e.g., *6.2.1.1 Monthly Activity Report*. The Monthly Activity Report must be prepared in accordance with the DCSS template, which is available in the Bidders Library.

The Monthly Activity Report must contain the actual current month and cumulative hours worked during the state fiscal year by each staff member and applicable SOW Subtask, as compared with the corresponding planned hours specified in the Contract Cost Workbook (see Section 7.2, Cost Table Instructions). Should DCSS direct a change in the Staffing Profile, DCSS will provide the Contractor an updated Cost Workbook reflecting the directed changes. Summary information must also be included in the Monthly Activity Report reflecting the actual current month and cumulative hours worked and costs incurred during each month in the state fiscal year by SOW Task, as compared with the corresponding planned hours specified in the Contract Cost Workbook. Labor hour and cost reporting applies only to SOW Tasks 2-5. Variations of more than 10% in the total Contract cost must be explicitly explained in the Monthly Activity Report.

In addition to actual hours worked, the Monthly Activity Report shall include knowledge management hours, standby hours, and directed off-hours worked during the month for each Contractor staff member for comparison against applicable thresholds (see Section 6.4,

Normal Work Hours, Location, and Exceptions).

The Monthly Activity Report must also include the status of any issues pertaining to SOW tasks or Contractor staff. Monthly Activity Reports will be reviewed by the State. Approval by the State will be based on accuracy and completeness.

6.2.1.2 Monthly Issue Management Meeting

The Contractor's Engagement Manager shall conduct a monthly meeting with State management to discuss CSE M&O Services issues. The Contractor shall record and publish minutes and track action items to resolution. A summary of open and resolved issues shall be included in the Monthly Status Report.

6.2.1.3 Resource Management

The Contractor shall provide all personnel and human resource management support as needed for all Contractor staff. The Contractor's Engagement Manager shall manage all Contractor staff personnel issues and coordinate any issues with the State, e.g., related to facilities, accessibility, the workplace, worker relations, human resource management, etc. in accordance with its detailed Staffing Plan submitted with its Bid (see Section 5.2.5), and which becomes part of the contract (see Exhibit A-7, Administrative Exhibits). All staff changes, including staff replacement, addition, change in classification, and changes in staff levels associated with this SOW require prior State approval.

6.2.2 Task 2 – Knowledge Management Services

Knowledge Management is a DCSS program that ensures effective knowledge transfer of CSE System architecture, CSE System M&O technical processes and procedures, California Child Support knowledge, and DCSS workplace policies and procedures to all staff providing CSE M&O Services.

Contractor staff shall participate in Knowledge Management activities, both at the beginning of the contract (Transition-In), and as staff are added, reduced, or replaced throughout the contract period. During Transition-In Contractor staff will be responsible to receive and assimilate DCSS and CSE System information from current DCSS staff and satisfactorily complete an initial Operations Readiness Assessment. Throughout the term of the contract Contractor staff may be tasked to either provide knowledge transfer to new or existing staff, or receive system knowledge from current knowledgeable personnel, such as learning the detailed design of a different application component. These knowledge transfer activities may be from Contractor staff to Contractor staff, or between Contractor staff and State staff.

The Knowledge Management Services task is applicable to all Bidders, including the incumbent CSE Business Partner and any of its subcontractors. Knowledge Management Services includes all activities necessary to achieve a satisfactory rating on the Operations Readiness Assessment during the initial Transition-In period (see Section 6.2.2.3).

Since Knowledge Management Services are a responsibility of all M&O staff, resources levels are not included in the staffing profile, but shall be tracked by the Contractor in timekeeping and reporting.

6.2.2.1 Transition-In Planning

The Contractor shall participate in the State's Transition-In Planning effort, which will encompass all tasks necessary to establish the readiness of the Contractor's personnel to begin providing M&O services in accordance with the State's Knowledge Management program. The Contractor shall coordinate availability of new staff and provide to the State necessary new staff documentation (such as resumes) as needed for new staff orientation and assessment (see Section 6.2.2.3 Operations Readiness Assessment).

The Contractor shall develop and maintain a schedule depicting when all new staff will be rolling onto the contract during the Transition-In period. The State's phased roll-on schedule is depicted in Table 6-1. Phasing is currently projected to occur at two-week intervals, with Transition-In activities requiring up to eight (8) State business days. The State may, at its discretion, and with at least 30 days notice to the Contractor, extend or adjust the alignment of classifications and levels in the phased roll-on schedule as necessary to meet the State's needs. The Contractor shall maintain its Transition-In Schedule to conform to the requirements for staff availability specified in the State's phased roll-on schedule.

Table 6-1 Staff Levels by Phase

Initial Staff Levels by Position	Phase 1	Phase 2	Phase 3	Phase 4	Total
Application Architect	1.0				1.0
System Architect	1.0				1.0
Database Architect	1.0				1.0
Application Developer III	6.0	1.0	3.0	3.0	13.0
Application Developer II		7.0	7.0	9.0	23.0
Application Test Analyst III	5.0				5.0
Application Test Analyst II		2.0	2.0	1.0	5.0
Database Administrator III	3.0				3.0
Database Administrator II		1.0	1.0	1.0	3.0
System Softw are Specialist III	8.0				8.0
System Softw are Specialist II		4.0	4.0	4.0	12.0
System Administrator II		4.0	3.0	3.0	10.0
System Administrator I		3.0	2.0	2.0	7.0
Operations Specialist II		3.0	3.0	2.0	8.0
	25.0	**25.0**	**25.0**	**25.0**	**100.0**

6.2.2.2 Transition-In Execution

The Contractor shall make its staff available to begin Transition-In activities in the classifications and levels specified by the State's phased roll-on schedule and in accordance with the Contractor's Transition-In Schedule. The Staffing profile at the completion of Transition-In activities is depicted in Table 6-2. The Contractor shall maintain this level through the period of the contract (including any option years) unless directed by the State to reduce staff levels or change the staffing profile per Appendix A, Contract, Exhibit A-5, DCSS Special Provisions.

Table 6-2 Total Staff Levels

Total Staff Levels by Position	1 Contract Management	2 Knowledge Management Services	3 System Operations Services	4 Application Maintenance Services	5 IT Services	Total
Application Architect				1.0		**1.0**
System Architect			1.0			**1.0**
Database Architect			1.0			**1.0**
Application Developer III				13.0		**13.0**
Application Developer II			2.0	21.0		**23.0**
Application Test Analyst III				5.0		**5.0**
Application Test Analyst II				5.0		**5.0**
Database Administrator III			3.0			**3.0**
Database Administrator II			3.0			**3.0**
System Softw are Specialist III			8.0			**8.0**
System Softw are Specialist II			12.0			**12.0**
System Administrator II					10.0	**10.0**
System Administrator I					7.0	**7.0**
Operations Specialist II			8.0			**8.0**
			38.0	**45.0**	**17.0**	**100.0**

During the initial Transition-In period, the Contractor shall provide the State with a complete resume in the format specified in Administrative Requirement Section 5.2.7, Resume Format for each member of its staff at least eight (8) State business days prior to the staff member reporting for work.

The Contractor shall ensure each Contractor staff member participates in State provided staff orientation and assessment. This orientation may include both written and presented material and may include, but not be limited to the Department's business policies and processes, technical processes and procedures, and the CSE System architecture. Failure to attend and successfully assimilate the required information may be grounds for staff replacement.

The Contractor shall present the status of transition-in activities weekly to the State during the initial Transition-In period of the contract. The Transition-In Status Report is considered informal and is not a contract deliverable. At the end of the initial Transition-In period, the Contractor shall prepare and deliver a final Transition-In Completion Report that certifies that the initial staff requirements specified in this SOW have been met. Per the contract terms and conditions, all contractor payments will be withheld by the State until the final Transition-In Completion Report has been delivered and approved by the State. Approval by the State will be based on accuracy and completeness.

During the term of the contract, each and every Contractor staff member being added to the contract, replacing another staff member or being re-assigned in a different classification than originally assigned shall satisfactorily complete applicable Transition-In activities as directed by the State.

6.2.2.3 Operations Readiness Assessment

Each and every Contractor staff member shall satisfactorily complete an initial Operations Readiness Assessment demonstrating that the staff member assigned to

the contract meets the State's readiness objectives associated with the applicable classification and role. Operations readiness objectives for each staff member shall include the following:

1. Staff member is available, on-site, and ready to begin work
2. Staff member meets all MQs for the classification being submitted as specified in Exhibit 6-B Staff Qualifications
3. Staff member has assimilated knowledge of applicable CSE System architecture and design
4. Staff member has assimilated knowledge of applicable CSE System M&O processes and procedures
5. Staff member has assimilated knowledge of applicable Child Support business processes
6. Staff member has assimilated knowledge of applicable DCSS departmental policies and procedures

The State's Operational Readiness Assessment shall utilize any appropriate means necessary to assess the Contractor's staff readiness, to include but not be limited to reviewing resumes, contacting client references, personal interviews, written examinations, and practical demonstrations.

Achieving a satisfactory rating on the Operations Readiness Assessment is required for successful completion of Transition-In activities for each Contractor staff member, and is required prior to the Contractor invoicing for any hours expended by staff members for Knowledge Management or subsequent M&O services.

During the term of the contract, each and every Contractor staff member being added to the contract, replacing another staff member or being re-assigned in a different classification than originally assigned shall satisfactorily complete an Operations Readiness Assessment.

Any Contractor staff member that does not achieve a satisfactory rating on the Operational Readiness Assessment may not assume the duties and responsibilities of the position, and the Contractor may not invoice for hours expended by the staff member during the Transition-In period.

6.2.2.4 Knowledge Management Planning

Knowledge Management includes activities necessary to transfer staff knowledge to other resources. The State maintains a Knowledge Management program to ensure effective CSE System operations are not dependent on single individuals. Knowledge Management activities may be planned on a case-by-case basis to orient or train new staff or may be performed on a large scale basis to orient or train entire teams or positions in a particular knowledge area.

During the term of the contract, qualified Contractor staff may be tasked to prepare, support or deliver knowledge relevant to SOW tasks and/or the CSE System to Contractor or State personnel.

During the term of the Contract, the Contractor shall maintain a schedule of Knowledge Management activities tasked to its staff as determined by the State. The Knowledge Management schedule shall identify, at a minimum, all Contractor staff participating in either delivering or receiving technical knowledge, the corresponding State or other Contractor staff member(s) in the knowledge transfer equation, the knowledge area(s) to be transferred, the method of knowledge transfer to be used, and the timeframe for completing the knowledge transfer activity.

6.2.2.5 Knowledge Management Execution

The Contractor's staff shall perform all Knowledge Management activities tasked to the Contractor by the State and reflected in the Contractor's Knowledge Management Schedule, including both delivering and receiving knowledge. The Contractor shall report the status of Knowledge Management activities as directed by the State.

6.2.3 Task 3 – System Operations Services

System Operations Services includes the primary activities necessary for the successful operation of the CSE application, as well as providing the technical architecture and infrastructure expertise related to any and all CSE System hardware and software systems. System Operations is responsible for the day-to-day operation of the CSE application and all CSE System hardware and software systems. The CSE System is currently hosted by IBM at its e-Business Hosting Center (eBHC) located in San Jose, CA, but will be re-hosted to a State data center at the Office of Technology Services. CSE System Operations Services are generally provided via remote system access.

6.2.3.1 Production Operations

The Contractor shall provide CSE System specific Production Operations services to include, but not limited to the following:

- Production Processes and Procedures – developing, implementing, and maintaining CSE operations processes and procedures.
- Release Management – planning and coordinating the rollout of CSE software releases into the production environment.
- Problem Management – tracking, analyzing, resolving, monitoring, and communicating the status of production problems.

6.2.3.2 Production Support

The Contractor shall provide CSE-system specific Production Support services, to include but not be limited to the following:

- Batch Processing – execution and monitoring of batch processes, performing file transfers, coordinating issues with external interface partners, and examining batch output and error logs for problems that may require attention or problem resolution.
- Operational Recovery – risk analysis and management, contingency planning and testing, and disaster recovery coordination.

- Interface Support – user and operational support for existing and new external interfaces.

Production support activities will require some services (e.g., batch processing) to be performed as “shift work”, i.e., outside normal business hours to minimize impact on system users. The Contractor shall provide resources for these tasks that are available on duty or on standby 24 hours each day, 7 days each week, as directed by the State.

6.2.3.3 Configuration Management

The Contractor shall provide configuration management support in accordance with defined System Configuration Management (SCM) processes, including but not limited to recording and updating detailed information that describes the enterprise computer systems and networks, such as identification of all hardware and software components, the versions and updates that have been applied to installed software packages and the locations and network addresses of hardware devices.

The Contractor shall administer and fully utilize SCM tools and techniques in the maintenance of configured items and perform configuration audits and report on unauthorized configuration items, communicating the status of configuration management activities to the State.

The Contractor shall support the operational and all supporting CSE System environments by creating and deploying builds and managing the build schedule. Environment support shall also include management of external maintenance and support agreements, communication and coordination with external service providers, and troubleshooting system software products.

The Contractor shall support and coordinate release management activities with applicable system operations support staff, managers, and stakeholders following the established release management cycle, processes and procedures.

6.2.3.4 Security Administration

The Contractor shall perform activities that ensure the CSE System meets all federal, state, and departmental security requirements, including the identification and protection of personal, sensitive and confidential data. Security Administration activities shall include, but not be limited to managing the various security profiles that allow “need to know” access to the CSE System and protect sensitive data from illegal disclosure, and administering the security roles within the CSE application.

The Contractor shall work closely with the State and the LCSAs to ensure all systems security policies, practices and procedures are well-understood and to inform decisions regarding security design and deployment.

6.2.3.5 Technical Architecture

The Contractor shall provide expertise in all CSE technical disciplines, including the J2EE application architecture, IBM middleware integration architecture, and the application security architecture.

The Contractor shall review change requests for impacts to the technical architecture, review preliminary and final designs of system changes for compliance with technical architecture principles, and provide training and coaching to M&O staff on tools, techniques, and technologies upon which the technical architecture depends.

The Contractor shall provide problem resolution support, identify and resolve problems, fix defects in the technical system architecture and configuration, coordinate with system users to determine symptoms and ensure accurate problem definition and resolution.

6.2.3.6 Unix Administration

The Contractor shall provide CSE-system specific Unix (IBM AIX) operating system administration support for the CSE host servers and related system software (the lowest level, non-CSE-specific hardware and software support is provided by separate managed services associated with the hosting service provider). Unix Administration shall include, but not be limited to the following:

- Monitoring and tuning Unix servers and related components to ensure high levels of availability and security of the supported business applications.
- Planning and implementing policies and procedures to ensure Unix system provisioning and maintenance that are consistent with State goals, industry best practices, and regulatory requirements.
- Managing user accounts, applying patches and upgrades, troubleshooting system software problems, and developing and executing system maintenance scripts.

6.2.3.7 Database Design & Reporting

The Contractor shall perform activities needed to maintain the integrity, efficiency and effectiveness of the database design in support of all application functions and system changes. These activities shall include, but not be limited to the following:

- Consult with analysts and developers on data features, table features and SQL strategy, including documentation and classes
- Maintain data dictionaries
- Validate data extract performance
- Design and add indexes
- Review and recommend improvements to SQL code for performance
- Analyze, improve, and approve the design of changes affecting database design
- Design new database structures
- Design, implement, and support the Object Data Model
- Maintain the automated model transition tool

- Analyze proposed Change Requests for database impacts
- Participate in JAD sessions for Change Requests requiring database changes

The Contractor shall support the CSE Reports and Forms subsystems by developing ad hoc queries in support of data research and analysis, reviewing and approving report designs, monitoring report performance, and designing and implementing repairs to correct report performance issues.

The Contractor shall support data warehouses to include, but not be limited to the following:

- Design, implement and support perspectives and data marts
- Develop and maintain Extract, Transform, and Load (ETL) code
- Install, run, and monitor ETL code in all environments
- Maintain data dictionaries
- Analyze proposed Change Requests for data warehouse impacts
- Participate in JAD sessions for Change Requests requiring data warehouse changes

6.2.3.8 Database Administration

The Contractor shall monitor database environments for performance issues using automated performance monitoring tools and manage database available space for performance purposes.

The Contractor shall document, implement, and follow established database administration processes and procedures, including updating the wiki/workbench and maintaining the physical and object data models.

The Contractor shall provide standby database support as needed.

The Contractor shall perform routine CSE database administration activities, including but not limited to the following:

- Make instance and database configuration changes
- Provide database security
- Perform Software upgrades/patches
- Manage file system mounts
- Create table spaces, containers, etc.
- Manage the High Availability Cluster Multiprocessing (HACMP) environment
- Build and copy databases
- Patch database software in all environments
- Develop and maintain Shell scripts

- Process database requests, including Grant privilege requests, new development schema requests, SQL tuning requests, database backups and/or restores, troubleshooting (finding/resolving deadlocks), and production data extracts
- Process database change requests (DBCRs) to implement data repairs
- Build, create, refresh and maintain the replication databases
- Provide disaster recovery, including planning, testing, and documenting processes and procedures
- Support Content Management and Imaging

6.2.3.9 System Performance

The Contractor shall perform the activities necessary to maximize system performance as viewed from the CSE system users' perspective, including but not limited to the following:

- Real-time Monitoring – including running system monitoring commands and analyzing performance instances and trends by physical site, database server, application server, web seal server, logical partition, batch job, reports, queries, forms, network, transaction, and system resource.
- Performance Testing – including testing of CSE application versions prior to release, creating performance test data, profiling problem URLs, developing Load Runner Scripts, maintaining the performance testing environment, and documenting performance defects.
- Performance Reporting – including running performance reports, creating and presenting monthly summary reports, coordinating metrics collection, creating ad hoc management reports, maintaining the performance statistics database environment, and performing analysis on urls, pages, users, and counties.
- Maintaining the Wily Enterprise Management (EM) Server – including creating dash boards, maintaining EM data metrics, and monitoring alerts.
- Maintaining the Batch System – including developing Tivoli Workload Scheduler tasks for modified batch runs, recommending and implementing batch schedule changes, developing new batch jobs and schedules for new tasks (e.g., a new external system interface).
- Performance Tuning – implementing system configuration changes to improve or optimize system performance, e.g., workload balancing.
- Performance Problem Isolation – analyzing performance problems to determine and resolve performance issues.

6.2.4 Task 4 – Application Maintenance Services

Application Maintenance Services includes those activities necessary for the routine maintenance of the CSE application. Application Maintenance includes design, development, and testing of corrective, adaptive, perfective, and enhancement

changes to CSE application components, including the web-based on-line user interface, Java-based business logic, database access, batch processes, Hyperion reports, and Adobe forms.

6.2.4.1 CSE Application Maintenance

The Contractor shall perform design, development, and unit testing of corrective, adaptive, perfective, and enhancement changes to CSE application case management and financial software. These development activities shall include but not be limited to the following:

- Participate in Joint Analysis and Design (JAD) sessions and Change Management meetings, development and review of Change Requests (CR) and development of detailed Impact Analysis Packages (IAPs).
- Maintain application requirements and design documentation, including Page Descriptions, Page Mockups and Page Flows.
- Develop and unit test source code in accordance with approved coding standards and conventions, source code configuration management processes and procedures, and using software development environment tools and technologies.
- Perform and participate in peer and formal design and code reviews, complying with all established software engineering processes and procedures.
- Develop test plans and procedures. Validate that developed or modified components meet application requirements and performance goals.
- Provide problem resolution support specific to application issues, identifying and resolving problems in application software, and coordinating with application users to determine symptoms and ensure accurate problem definition.

6.2.4.2 Reports and Forms Maintenance

The Contractor shall perform design, development, and unit testing of corrective, adaptive, perfective, and enhancement changes to CSE application reports (Hyperion) and forms (Adobe) software. These development activities shall include but not be limited to the following:

- Participate in Joint Analysis and Design (JAD) sessions and Change Management meetings, development and review of Change Requests (CR) and development of detailed Impact Analysis Packages (IAPs).
- Maintain application requirements and design documentation, including Interface Design Descriptions, Report/Form Specifications and Layouts.
- Develop and unit test source code in accordance with approved coding standards and conventions, source code configuration management processes and procedures, and using software development environment tools and technologies.

- Perform and participate in peer and formal design and code reviews, complying with all established software engineering processes and procedures.
- Develop test plans and procedures. Validate that developed or modified reports/forms meet application requirements and performance goals.
- Diagnose and resolve application issues and defects identified throughout the application lifecycle.

6.2.4.3 Release Management

Release Management is responsible for managing system changes as they are worked through the software development lifecycle to ensure all development activities are completed according to the detailed release schedule.

The Contractor shall participate in release planning and execution in coordination with Application Maintenance, Application Testing, Configuration Management, Production Operations, Project Management, and other application stakeholders.

6.2.4.4 Application Production Support

The Contractor shall participate in application production support activities to identify and resolve operational problems in application software. Application production support represents the response to operational application issues that cannot be resolved by and are consequently referred from the application help desk. These activities shall include but not be limited to the following:

- Reviewing incoming help desk tickets to determine the nature of the problem (e.g., user error, procedural error, design flaw, code defect).
- Coordinating with application users to determine symptoms and ensure accurate problem definition.
- Documenting results of analysis, and recommending a course of action to resolve the problem (e.g., opening an application defect, updating training materials, etc.).
- Working with production support business analysts to address business emergencies and develop alternate processes to work around application deficiencies.
- Working with system management staff on a standby basis to resolve issues with batch processes.
- Working with functional workgroups to recommend application enhancements to improve business efficiency.

6.2.4.5 Application Testing

The Contractor shall perform test planning, preparation, and execution for corrective, adaptive, perfective, and enhancement changes to CSE application software. These application testing activities shall include but not be limited to the following:

- Provide technical expertise for application testing activities, including functioning as expert testers in both the functional and technical areas of the CSE application.
- Review and analyze change requests to determine the scope of work and estimate the level of effort for testing application changes.
- Write detailed test work plans, test scenarios and test scripts based on business requirements and high level application designs.
- Schedule and coordinate test execution, including automated regression test suites.
- Create test data and describe expected results of tests.
- Design, develop, and maintain automated regression testing scripts.
- Execute test scripts, including automated regression testing scripts. Track actual vs. expected results and evaluate quality of code changes.
- Document results of testing activities, including creating and reporting test-discovered defects.
- Follow configuration control procedures over application source libraries at pre-release levels.

6.2.5 Task 5 – IT Services

IT Services includes support for CSE System-related servers, desktops, and networks.

6.2.5.1 System Support

The Contractor shall perform Microsoft Windows server system administration activities in support of DCSS and LCSAs in collaboration with the managed services provided by the CSE hosting service provider. Contractor support shall include but not be limited to account management, backup and recovery, messaging, web and SQL services, virtualization (VMWare) support using Linux, and overall system configuration, monitoring, auditing, capacity planning and problem resolution.

6.2.5.2 Desktop Support

The Contractor shall perform Windows desktop administration activities in support of centralized and remote CSE System users in the smallest LCSAs that do not have access to local IT support resources. Contractor support shall include but not be limited to asset management, backup and recovery, user administration, system configuration, software installation, and problem resolution.

6.2.5.3 Network Support

The Contractor shall perform wide and local area network administration activities in support of centralized and remote CSE System users throughout the State of California. Contractor support shall include but not be limited to the following:

- Design and implement local and statewide network infrastructures including circuits, routers, firewalls, and switches.

- Monitor network systems performance and capacity. Identify network utilization patterns and analyze their effect on operation/system availability and performance expectations.
- Troubleshoot networks, systems, and applications to identify and correct connectivity and communications malfunctions and related operational difficulties.
- Document network problems and resolutions using automated problem tracking systems.
- Design and implement network security architectures including firewall configurations and network encryption.
- Participate in disaster recovery planning and testing.
- Monitor network security systems. Identify, isolate, and repair network security anomalies and add and delete system users.
- Maintain the Genesys Enterprise Customer Service Solution including CME/CCPulse+, system infrastructure, performance factors, reporting, system upgrades, data management, systems management and security.

6.3 Deliverables

6.3.1 Deliverables List

The following contract deliverables (those requiring approval and acceptance by the State) are listed below. Due dates are estimates based on the business needs of the State. All timeframes are calendar days unless otherwise noted. Upon mutual agreement and written notification to Contractor, these timeframes may change. Any such notification is incorporated by reference and made a part of this contract. Documents or items referenced in the SOW but not explicitly reflected as contract deliverables will not require a formal approval and acceptance process.

Table 6-3. SOW Deliverables

TASK	TASK DESCRIPTION	DELIVERABLE	DUE DATE
1	Contract Management	1.1 Monthly Activity Reports	Monthly, by 7th business day of each month.
2	Knowledge Management	2.1 Transition-In Completion Report	Within 5 business days of the end of the 2nd contract month or successful completion of initial Transition-In activities for all initial Contractor staff, whichever is earlier.

6.3.2 Document Format

Unless otherwise stated in this IFB, all deliverables will be provided in hard copy and electronic form using Microsoft Office 2003 (or later) format as appropriate to the deliverable. This applies to word processing documents, spreadsheets, presentations, and databases. The delivery of electronic media will be compatible with DCSS electronic storage systems. All deliverables shall be submitted with the Deliverable Transmittal Sheet provided by DCSS. If the electronic version is e-mailed to the Deliverable Coordinator, the hardcopy is still required.

In general, one hard copy and two electronic copies of all documentation produced in support of or relating to CSE M&O Services shall be submitted to the DCSS deliverable coordinator. Electronic copies shall include one copy in original published and editable format (e.g., Excel, Word, Visio, Photoshop, etc.) and one copy in pdf format. Any graphical image or diagram included in any document produced specifically for and pertaining to CSE M&O Services shall be provided in original published and editable format, separate from the document in which the image is included. The State requires that images contained in delivered documents be included in the document in a picture format that minimizes the size of the published document. Such images shall be provided separately in original editable format.

The DCSS deliverable coordinator contact information will be provided to the selected Contractor after contract award.

6.4 Normal Work Hours, Location, and Exceptions

Normal work hours for all Contractor staff shall be the State's normal work day, from 8 AM to 5 PM Monday through Friday except as follows:

- Flexible Schedule – The State may, at its discretion, permit Contractor staff to work a flexible schedule, e.g., early or late arriving or departing, such as working 7AM to 4 PM, as long as the normal number of hours (e.g., 80 hours) are worked in a two-week period.
- Occasional Off-Hours – On an as needed basis, Contractor staff may be required to work early, work late, or work an occasional evening or weekend period to perform necessary SOW tasks so as to not impact system users (e.g., support a software release). Occasional Off-Hours shall not exceed 20% of any staff member's total hours worked in any given reporting month).
- Call Back Hours – "Call Back" is defined as when a Contractor staff member has completed a normal work shift and has been ordered back to work during what would otherwise have been off-duty time.
- Shift Work – Classifications that specify "shift work" shall be required to perform applicable SOW tasks during regularly scheduled shifts that occur during timeframes other than the State's normal work day (e.g., a "swing shift" may be from 4:30PM to 12:30AM; a "weekend shift" may be performed on Saturday and/or Sunday).
- Standby Hours – "Standby" is defined as the express and absolute requirement that a staff member be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and able to return to work, if required. It shall not be considered standby when a staff member is contacted or required to return to work but has not been required to be available for receipt of such contact. All Contractor staff classifications shall be subject to providing Standby availability, with the aggregate standby hours not to exceed 1% of the total contract hours worked in any given reporting month. Standby Hours do not include hours actually worked performing SOW tasks.
- Furlough – The State may, at its discretion, reduce the number of hours per Contract staff member in any or all classifications (up to 20%), for instance to correspond to closure of State offices of up to one day per week.
- State Holidays

Contractor services performed outside normal business hours will be compensated at the applicable regular hourly rate for the classification. Standby hours are considered a normal part of Contractor responsibilities and will not receive any compensation. Call back hours and directed off-hours will be offset by reduced normal work hours such that total contractor hours and associated costs remain within the maximum totals allocated to any state fiscal year. Standby hours and directed off-hours shall be reported in the Monthly Status Report for management

purposes related to the thresholds specified in this section. All Contractor services performed outside normal business hours must be agreed to in advance by the State.

The normal work location for all Contractor activities per this SOW shall be at the DCSS headquarters office except as follows:

- Off-site – the State may, at its discretion, allow Contract staff to occasionally perform required SOW tasks at a location other than the DCSS headquarters office (e.g., at the staff member's home). Off-site work may only be performed using State approved or provided hardware and software per DCSS Information Security Policy. Network connectivity for performing Off-site work shall be provided by the Contractor.

6.5 State and Contractor Furnished Items

The State will provide the following:

- Hosting services at a remote location for the CSE application, servers and databases.
- All host hardware, system software, and support software that runs in the hosting environment needed for use of the Contractor in providing CSE M&O Services. Includes multiple environments for development, testing, training, etc.
- Wide area network services for connectivity between the hosting location and the Contractor staff (at State facilities) and all user locations.
- All data, system/software documentation, configuration data, etc. required for Contractor-provided services.
- Change request and problem tracking subsystems, including hardware, software, web services, telephone support, and software licensing sufficient to provide access to data by Contractor, State and LCSA users via web interface.
- All facilities, equipment, hardware, software, including mobile computing systems and any other materials necessary for the use of Contractor staff in the provision of all services specified in Section 6, Statement of Work Requirements.
- All CSE system-specific training or information needed to provide all services specified in Section 6, Statement of Work Requirements.

The Contractor shall be responsible to provide the following:

- Any technical training needed by Contractor staff to satisfy the Staff Qualifications required in Exhibit 6-B, Staff Qualifications.
- Network connectivity for performing off-site work.

Exhibit 6-A Statement of Work Requirements Certification

By signing this document the Bidder agrees to comply with all MANDATORY requirements in Section 6, Statement of Work Requirements.

Dated: _____

Bidder Company Name

Signature of Company Representative

Printed/Typed Name and Title of Company Representative

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Exhibit 6-B Staff Qualifications

This Exhibit provides descriptions of the tasks and responsibilities, as well as the minimum qualifications for the following classifications:

Classification **Page**

APPLICATION ARCHITECT 24
SYSTEM ARCHITECT 27
DATABASE ARCHITECT 30
APPLICATION DEVELOPER III 32
APPLICATION DEVELOPER II 35
APPLICATION TEST ANALYST III 38
APPLICATION TEST ANALYST II 40
DATABASE ADMINISTRATOR III 42
DATABASE ADMINISTRATOR II 45
SYSTEM SOFTWARE SPECIALIST III 48
SYSTEM SOFTWARE SPECIALIST II 51
SYSTEM ADMINISTRATOR II 54
SYSTEM ADMINISTRATOR I 57
OPERATIONS SPECIALIST II 58

Task and Responsibility Descriptions

Task and Responsibility descriptions are intended to be representative, depending on the specific roles to which a staff member may be assigned. For example, a Systems Software Specialist may be assigned to an IT Systems task or to a System Operations task, where specific tasks and responsibilities may be somewhat different.

Qualifying Ratios

For each classification, the proposed staff will be evaluated as a whole. Consequently, in some cases not all Minimum Qualifications (MQ) will need to be met by all staff proposed in a classification. For each MQ, a “Qualifying Ratio” is provided specifying the fraction of staff required that must meet the qualification. For example, a Qualifying Ratio “2/5” for an MQ means that at least 40% of all staff in that classification must meet the MQ.

During the course of the engagement, if staff members are replaced by the Contractor for any reason, or are added to meet changing State requirements, the Qualifying Ratio must be maintained at a minimum. For example, a Qualifying Ratio 2/5 (40%) means that if the initial staff level is 5, and 2 Contractor staff met the MQ, the Qualifying Ratio was initially met. If during the term of the contract 2 more staff are added for a total of 7 in the classification, the following combinations and evaluation for qualification are possible:

- both added staff meet the MQ: 4/7 = 57% = qualified

- 1 of the 2 additional staff meets the MQ: 3/7 = 43% = qualified
- neither of the 2 additional staff meets the MQ: 2/7 = 29% = not qualified

The State may, at any time through the course of the engagement, at its discretion, request replacement of staff, change staff levels, modify minimum qualifications, or change Qualifying Ratios as needed to meet changing State business requirements. In such cases the State will direct the Contractor to reduce, replace, or, add staff as needed to comply with the new staffing profile per the contract terms and conditions regarding staff replacement.

- Example 1: A new technology is implemented in the CSE system. The State adds the new technology to the minimum qualifications and establishes a Qualifying Ratio for one or more positions. The Contractor shall either replace current resources with qualified staff, or provide training to its staff to meet the new MQs and Qualifying Ratios, per the contract terms and conditions regarding staff replacement.
- Example 2: The State transitions contract positions to State resources, reducing staff levels in one or more positions, and adjusts staffing levels and Qualifying Ratios as needed to reflect the revised staffing profile. The Contractor shall reduce staff or otherwise adjust staff levels as needed to comply with the new staff levels and Qualifying Ratios, per the contract terms and conditions regarding staff replacement.
- Example 3: The State determines that workloads have shifted and the proportions of contract staff in various positions are no longer optimal, and adjusts the staff levels and Qualifying Ratios as needed to reflect the revised staffing profile. The Contractor shall adjust staff levels as needed to comply with the new staff levels and Qualifying Ratios, per the contract terms and conditions regarding staff replacement.
- Example 4: The State determines that a Contractor staff member is not performing as expected based on the MQs associated with his or her classification and position. The Contractor shall replace the staff member with a qualified Staff member, meeting all applicable MQs, and Qualifying Ratios, per the contract terms and conditions regarding staff replacement.

Skill/Knowledge Levels

Skill and knowledge level requirements specified in the Classification descriptions in this Exhibit use the following definitions:

- **Novice:** New to the field; a beginner; familiar with concepts but little practical experience. For example, one who has taken a formal course or read a book in a computer language such as Java, but has not actually programmed in the language in a professional capacity.
- **Intermediate:** Mid-level; average skill level; at least one-year of practical experience; competent in all basic or core aspects of a skill; able to perform at a satisfactory level of proficiency and productivity.

- **Advanced:** Highly-developed skill; at a higher skill level than most; at least three-years experience; competent in all aspects of a skill; able to perform at a high degree of proficiency and productivity; can mentor/teach others in the skill.
- **Expert:** Demonstrated extensive skill or knowledge; considered an authority on a subject or skill area as a result of a great deal of experience or training; at least five-years direct, practical experience; recognized leader in the area through academic or other certification. For example, possessing of an advanced degree, writing a text book or published paper, teaching a formal course, qualified to serve as "expert witness" in a court of law, etc.

In general, classifications described in this Exhibit at levels I and II must have “Intermediate” skill/knowledge levels in specific tools and technologies, level III must have “Advanced” skill/knowledge levels, and Architects must have “Advanced” or “Expert” skill/knowledge levels in certain areas. The “Novice” skill/knowledge level is not used in any of the Classifications in this Exhibit, but is included in the definitions above for completeness.

Staff Experience

Many of the MQs require the staff member in a classification to have specific experience in a technology, system, concept, tool, computer language, or other technical area. In some cases required experience is associated with a minimum number of months or years. In order to meet the MQ, the area or item of experience required must be listed in the “Skills utilized or experience attained” portion of the staff member’s resume for the applicable period of relevant experience. To facilitate verification of experience claimed, all resumes must be prepared in accordance with the Resume Format template included in the Bidders Library.

For calculating applicability of years of experience in a particular area, each period of relevant experience depicted in the resume must state the period when the principal job duties and experience were gained. If the principal job duties and responsibilities changed substantially during the engagement, multiple periods of experience may be listed in the resume for a single project or term of employment. For convenience, the entire period of relevant experience in whole months, inclusive, will be counted for accumulating the total number of years of experience required for verification purposes. When aggregating multiple periods of relevant experience to meet an MQ, overlapping months shall not be counted.

APPLICATION ARCHITECT

Tasks and Responsibilities

- Functions as a senior technical expert in the application architecture.
- Supervises Contractor staff.
- Establishes and maintains strategies, principles, and procedures that govern system and software maintenance and operations activities.
- Maintains fundamental technical design structures and principles of the CSE application architecture.
- Advises and consults with management and application leads regarding technical problems, system performance issues, and system changes.
- May include responsibilities of Application Developer III.
- Reviews and analyzes change requests to determine the scope of work and estimate the level of effort. Writes technical specifications.
- Provides problem resolution support; identifies and resolves the most complex problems, coordinating with system users to determine symptoms and ensure accurate problem definition and resolution.
- Assists in development and improvement of plans, processes, procedures, standards and priorities.
- Creates and maintains reports on the status of technical issues and activities.
- Maintains direct knowledge of and applies all relevant technical processes, procedures, and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	1/1
2	Ten (10) years of progressively complex experience and expert-level skill in analysis, design and programming, five (5) of which must have been in a technical lead position.	1/1
3	Three (3) years experience developing or maintaining large management information applications (>500,000 SLOC or 5,000 FP).	1/1
4	Baccalaureate-level degree in relevant technical specialty, such as computer science, management information systems, computer engineering, software engineering.	1/1
5	Expert-level skill and knowledge in J2EE application architecture, as evidenced by the following: • Three (3) years experience filling a lead role as an application architect or application expert • Possession of applicable certification, such as Sun Certified Enterprise Architect • Expert-level skill and knowledge in data driven, web-based application	1/1

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	technologies, including the following: • Web-based thin client architecture • Web site design and development • Web development languages and techniques, including HTML, XML, CSS, Javascript • Database access methods, including SQL programming • Expert-level skill and knowledge in the following software engineering areas: • OOP (Object Oriented Programming) and Design Concepts • Developing detailed design documents, such as use cases and data structure diagrams • All Software Development Lifecycle (SDLC) activities, including, requirements, design, coding, unit testing, deployment, and maintenance • Software engineering concepts: e.g., encapsulation, information hiding, coupling, cohesion, modularity, and abstraction • Advanced software development methodologies, tools and environments, such as the Rational Unified Process (RUP), Unified Modeling Language (UML), Rational RequisitePro, Application Developer for WebSphere, Rose Developer for Java, Rose Modeler, Eclipse, ClearCase, and ClearQuest	
6	Expert-level skill and knowledge and experience as a Java Application Developer, as evidenced by knowledge and experience with at least five (5) of the following Java technologies: • Hibernate & HQL (Hibernate Query Language, SQL extension) • Java Authentication and Authorization Service (JAAS) • Java Management Extensions (JMX) • Java Architecture for XML Binding (JAXB) • Struts & Tiles • JSP Expression Language (EL) • JSP programming, including custom tags • EJB Session Beans • Spring Java Database Connectivity (JDBC), configuration and usage • Java unit testing framework, e.g., JUnit and Easy Mock • Java Diagnostics, e.g., Wily Introscope and jProbe	1/1
7	Expert-level skill and knowledge and experience with IBM web services, message-oriented middleware, and database software technologies, as evidenced by knowledge of and experience with at least five (5) of the following: • WebSphere architecture and design • WebSphere Business Integration Architecture and Patterns • WebSphere Studio Application Developer Integration Edition (WSADIE) • MQ Series • MQ Workflow • DB2, including DB2 Analyzer • Writing SQL stored procedures • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • AIX, including Korn shell scripting	1/1
8	Ability to act in a lead capacity on the most complex applications, and/or on the most complex data processing problems and can work independently as a high level technical specialist.	1/1

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	1/1
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	1/1

SYSTEM ARCHITECT

Tasks and Responsibilities

- Functions as a senior technical expert in the Integration Architecture and Security Architecture.
- Supervises Contractor staff.
- Establishes and maintains strategies, principles, and procedures that govern system management, maintenance and operations activities.
- Maintains fundamental technical design structures and principles of the system technical architecture.
- Advises and consults with management and application leads, regarding technical problems, system performance issues, and system changes.
- May include responsibilities of Systems Software Specialist III.
- Reviews and analyzes change requests to determine the scope of work and estimate the level of effort. Writes technical specifications.
- Provides problem resolution support; identifies and resolves the most complex problems, coordinating with system users to determine symptoms and ensure accurate problem definition and resolution.
- Assists in development and improvement of plans, processes, procedures, standards and priorities.
- Creates and maintains reports on the status of technical issues and activities.
- Maintains direct knowledge of and applies all relevant technical processes, procedures, and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	1/1
2	Ten (10) years of progressively complex experience and expert-level skill in analysis, architecture, design, installation, configuration, operation, and maintenance of information systems hardware and software, five (5) of which must have been in a technical lead position.	1/1
3	Three (3) years experience supporting very large, complex automated systems comprising at least ten (10) servers, at least 1,000 internal and/or external users, and using both custom and off-the-shelf enterprise and business applications.	1/1
4	Baccalaureate-level degree in relevant technical specialty, such as computer science, management information systems, computer engineering, software engineering.	1/1
5	Expert-level skill and knowledge in web application integration, as evidenced by the following: • Three (3) years experience filling a lead role as an application integration architect or technical expert	1/1

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	• Possession of applicable certification, such as IBM Certified Systems Expert/Technical Expert (AIX) • Expert-level skill and knowledge and experience in the following enterprise system architecture technology areas: • Web-based thin client architecture • Web site design, implementation, management, and administration • Unix-based operating system (e.g., AIX, HPUX, SunOS, Solaris, Ultrix, Linux, etc.), including Unix scripting languages (e.g., Korn shell, C shell, Bourne shell) • Message-oriented middleware • System-to-system interfaces • Service-Oriented Architecture (SOA) • Web development languages and techniques, including HTML, XML, CSS, Javascript • Use of modeling, administration, monitoring, and configuration management tools applicable to databases, operating systems, and/or networks; examples include Rational Rose Modeler, ClearCase, and ClearQuest • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • System and performance testing tools	
6	Expert-level skill and knowledge in Information Systems Security, as evidenced by the following: • At least two (2) years in a lead role specializing in Information Systems Security • Possession of applicable certification, such as Certified Information Security Professional (CISSP) or Sun Certified Enterprise Architect (including J2EE Security) or IBM Certified Systems Expert/Technical Expert (AIX) • Expert-level skill and knowledge and experience with at least three (3) of the following information security architecture-related technologies: • IBM Directory Server • Java Authentication and Authorization Service (JAAS) • Web Services Security • Network Security Principles • Lightweight Directory Access Protocol (LDAP) • Tivoli, including Policy Director, Tivoli Access Manager for eBusiness (TAMe) and WebSEAL	1/1
7	Expert skill-level and knowledge and experience with at least five (5) of the following Java application architecture-related technologies: • Hibernate & HQL (Hibernate Query Language, SQL extension) • Spring Java Database Connectivity (JDBC), configuration and usage • Java Management Extensions (JMX) • Java Architecture for XML Binding (JAXB) • Java unit testing framework, e.g., JUnit and Easy Mock • Java Diagnostics, e.g., Wily Introscope and jProbe • Java Authentication and Authorization Service (JAAS) • Struts & Tiles • JSP Expression Language (EL) • JSP programming, including custom tags • EJB Session Beans	1/1

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	Expert skill-level and knowledge and experience with IBM web services and message-oriented middleware software technologies, including at least four (4) of the following • WebSphere architecture and design • WebSphere Business Integration Architecture and Patterns • WebSphere Studio Application Developer Integration Edition (WSADIE) • MQ Series • MQ Workflow • DB2 • AIX, including Korn shell scripting	
8	Ability to act in a lead capacity on the most complex applications, and/or on the most complex system architecture problems and can work independently as a high level technical specialist.	1/1
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	1/1
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	1/1

DATABASE ARCHITECT

Tasks and Responsibilities

- Functions as a senior technical expert in the CSE application Data Architecture.
- Supervises Contractor staff.
- Establishes and maintains strategies, principles, and procedures that govern database management, maintenance and operations activities.
- Maintains fundamental technical design structures and principles of the database architecture.
- Advises and consults with management and application leads, regarding database problems, performance issues, and system changes.
- May include responsibilities of Database Administrator III.
- Reviews and analyzes change requests to determine the database-related scope of work and estimate the level of effort. Writes technical specifications.
- Provides problem resolution support; identifies and resolves the most complex problems, coordinating with system users to determine symptoms and ensure accurate problem definition and resolution.
- Assists in development and improvement of plans, processes, procedures, standards and priorities.
- Creates and maintains reports on the status of database issues and activities.
- Maintains direct knowledge of and applies all relevant database processes, procedures, and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	1/1
2	Ten (10) years of progressively complex experience and expert-level skill in analysis, architecture, design, installation, configuration, operation, and maintenance of information systems hardware and software, five (5) of which must have been in a technical lead position.	1/1
3	Three (3) years experience supporting very large, complex automated systems comprising at least ten (10) servers, at least 1,000 internal and/or external users, and using both custom and off-the-shelf enterprise and business applications.	1/1
4	Baccalaureate-level degree in relevant technical specialty, such as computer science, management information systems, computer engineering, software engineering.	1/1
5	Expert-level skill and knowledge in database design and development, as evidenced by the following: • Three (3) years experience filling a lead role as a database architect or technical expert	1/1

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	• Possession of applicable certification, such as IBM Certified Advanced Database Administrator • Expert-level skill and knowledge and experience in at least eight (8) of the following database design, development, and administration-related concepts, methods, and tools: • Physical and Logical Data Modeling (e.g., with UML) • Database Definition Language (DDL) • Writing SQL stored procedures • Index analysis • Normalization and de-normalization • Referential integrity • Data replication concepts1/1 • Locking Strategies • Reporting Tools • Extract Transform and Load (ETL) tools • Data Warehouse concepts, including data mining, data marts, on-line analytical processing (OLAP), etc.	
6	Expert-level skill and knowledge and experience in at least three (3) of the following database architecture-related technologies: • IBM DB2 Enterprise Server for UNIX (AIX) • IBM Data Warehouse Edition (DWE) • IBM Business Intelligence Solutions • IBM InfoSphere Warehouse • IBM Content manager	1/1
7	Expert-level skill and knowledge and experience in the following additional system software concepts and technologies: • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • AIX, including Korn shell scripting • Use of modeling, administration, monitoring, and configuration management tools applicable to databases, operating systems, and/or networks; such as Rational Rose Modeler, ClearCase, and ClearQuest	1/1
8	Ability to act in a lead capacity on the most complex applications, and/or on the most complex system architecture problems and can work independently as a high level technical specialist.	1/1
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	1/1
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	1/1

APPLICATION DEVELOPER III

Tasks and Responsibilities

- Functions as expert developer in one or more technical areas of the CSE application.
- Functions as expert developer in one or more functional areas of the CSE application (e.g., financial management, case management).
- Reviews and analyzes change requests to determine the scope of work and estimate the level of effort for application changes. Writes detailed technical specifications for changing application components based on business requirements and high level designs.
- Provides problem resolution support, specific to application issues; identifies and resolves problems in application software, coordinating with application users to determine symptoms and ensure accurate problem definition.
- Applies Object Oriented Programming (OOP) concepts (including UML use cases, class diagrams, and interaction diagrams).
- Designs, codes, unit tests, unit integration tests, and maintains application components based on detailed design specifications solutions to meet user requirements.
- Develops test plans and procedures. Validates that developed classes and components meet application requirements and performance goals.
- Creates and executes unit and regression test scripts; creates personal and common test data, tracks actual vs. expected results, and evaluates quality of modules created.
- Follows configuration control procedures over application source libraries at pre-release levels.
- Assists in development and improvement of application maintenance plans, processes, procedures, standards and priorities.
- Creates and maintains reports on the status of application maintenance issues and activities.
- Maintains direct knowledge of and applies all applications maintenance technical processes, procedures, and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	6/6
2	Eight (8) years of progressively complex experience and advanced-level skill in analysis, design and programming, four (4) of which must have been in a technical lead position.	6/6

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
3	Three (3) years experience developing or maintaining large management information applications (>500,000 SLOC or 5,000 FP).	6/6
4	Baccalaureate-level degree in relevant technical specialty, such as computer science, management information systems, computer engineering, software engineering or certification in software engineering disciplines, such as IEEE Certified Software Development Professional.	6/6
5	Advanced-level skill and knowledge in application design and development, as evidenced by the following: • Three (3) years experience filling a lead role as an application developer • Advanced-level skill and knowledge in data driven, web-based application technologies, including the following: • Web-based thin client architecture • Web site design and development • Web development languages and techniques, including HTML, XML, CSS, Javascript • Database access methods, including SQL programming • Advanced-level skill and knowledge in the following software engineering areas: • OOP (Object Oriented Programming) and Design Concepts • Developing detailed design documents, such as use cases and data structure diagrams • All Software Development Lifecycle (SDLC) activities, including, requirements, design, Coding, Unit Testing, Deployment, and Maintenance • Software engineering concepts: e.g., encapsulation, information hiding, coupling, cohesion, modularity, and abstraction • Advanced software development methodologies, tools and environments, such as the Rational Unified Process (RUP), Unified Modeling Language (UML), Rational RequisitePro, Application Developer for WebSphere, Rose Developer for Java, Rose Modeler, Eclipse, ClearCase, and ClearQuest	6/6
6	Advanced-level skill and knowledge and experience as a Java Application Developer, as evidenced by knowledge and experience with at least five (5) of the following Java technologies: • Hibernate & HQL (Hibernate Query Language, SQL extension) • Java Authentication and Authorization Service (JAAS) • Java Management Extensions (JMX) • Java Architecture for XML Binding (JAXB) • Struts & Tiles • JSP Expression Language (EL) • JSP programming, including custom tags • EJB Session Beans • Spring Java Database Connectivity (JDBC), configuration and usage • Java unit testing framework, e.g., JUnit and Easy Mock • Java Diagnostics, e.g., Wily Introscope and jProbe Advanced-level skill and knowledge and experience with IBM web services, message-oriented middleware, and database software technologies, as evidenced by knowledge of and experience with at least five (5) of the following: • WebSphere architecture and design • WebSphere Business Integration Architecture and Patterns • WebSphere Studio Application Developer Integration Edition (WSADIE)	6/6

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	• MQ Series • MQ Workflow • DB2, including DB2 Analyzer • Writing SQL stored procedures • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • AIX, including Korn shell scripting	
7	Two (2) years experience with child support enforcement systems within the ten (10) years prior to the IFB release date, including knowledge of child support program requirements, such as case construct, payment distribution, welfare reform changes, inter-agency interfaces, and performance metrics.	2/6
8	Advanced-level skill and knowledge and experience in Reports and Forms Development, as evidenced by knowledge of and experience with the following: • Hyperion • Adobe Live Cycle Forms and Central Pro Output Server • Adobe Forms Tools	1/6
9	Ability to act in a lead capacity on the most complex applications, and/or on the most complex data processing problems and can work independently as a high level technical specialist.	6/6
10	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	6/6
11	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	6/6

APPLICATION DEVELOPER II

Tasks and Responsibilities

- Functions as developer in one or more technical areas of the CSE application.
- Functions as developer in one or more functional areas of the CSE application (e.g., financial management, case management).
- Reviews and analyzes change requests to determine the scope of work and estimate the level of effort for application changes. Writes detailed technical specifications for changing application components based on business requirements and high level designs.
- Provides problem resolution support, specific to application issues; identifies and resolves problems in application software, coordinating with application users to determine symptoms and ensure accurate problem definition.
- Applies Object Oriented Programming (OOP) concepts (including UML use cases, class diagrams, and interaction diagrams).
- Designs, codes, unit tests, unit integration tests, and maintains application components based on detailed design specifications solutions to meet user requirements.
- Develops test plans and procedures. Validates that developed classes and components meet application requirements and performance goals.
- Creates and executes unit and regression test scripts; creates personal and common test data, tracks actual vs. expected results, and evaluates quality of modules created.
- Follows configuration control procedures over application source libraries at pre-release levels.
- Assists in development and improvement of application maintenance plans, processes, procedures, standards and priorities.
- Maintains direct knowledge of and applies all applications maintenance technical processes, procedures, and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	10/10
2	Four (4) years of progressively complex experience and advanced-level skill in analysis, design and programming, two (2) of which must have been in a technical lead position.	10/10
3	Two (2) years experience developing or maintaining large management information applications (>500,000 SLOC or 5,000 FP).	10/10
4	Baccalaureate-level degree in relevant technical specialty, such as computer	8/10

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	science, management information systems, computer engineering, software engineering or certification in software engineering disciplines, such as IEEE Certified Software Development Professional.	
5	Intermediate-level skill and knowledge in application design and development as evidenced by the following: • Two (2) years experience filling a lead role as an application developer • Intermediate-level skill and knowledge in data driven, web-based application technologies, including the following: • Web-based thin client architecture • Web site design and development • Web development languages and techniques, including HTML, XML, CSS, Javascript • Database access methods, including SQL programming • Intermediate-level skill and knowledge in the following software engineering areas: • OOP (Object Oriented Programming) and Design Concepts • Developing detailed design documents, such as use cases and data structure diagrams • All Software Development Lifecycle (SDLC) activities, including, requirements, design, Coding, Unit Testing, Deployment, and Maintenance • Software engineering concepts: e.g., encapsulation, information hiding, coupling, cohesion, modularity, and abstraction • Advanced software development methodologies, tools and environments, such as the Rational Unified Process (RUP), Unified Modeling Language (UML), Rational RequisitePro, Application Developer for WebSphere, Rose Developer for Java, Rose Modeler, Eclipse, ClearCase, and ClearQuest	
6	Intermediate-level skill and knowledge and experience as a Java Application Developer, as evidenced by knowledge and experience with at least five (5) of the following Java technologies: • Hibernate & HQL (Hibernate Query Language, SQL extension) • Java Authentication and Authorization Service (JAAS) • Java Management Extensions (JMX) • Java Architecture for XML Binding (JAXB) • Struts & Tiles • JSP Expression Language (EL) • JSP programming, including custom tags • EJB Session Beans • Spring Java Database Connectivity (JDBC), configuration and usage • Java unit testing framework, e.g., JUnit and Easy Mock • Java Diagnostics, e.g., Wily Introscope and jProbe Intermediate-level skill and knowledge and experience with IBM web services, message-oriented middleware, and database software technologies, as evidenced by knowledge of and experience with at least five (5) of the following: • WebSphere architecture and design • WebSphere Business Integration Architecture and Patterns • WebSphere Studio Application Developer Integration Edition (WSADIE) • MQ Series • MQ Workflow • DB2, including DB2 Analyzer	10/10

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	• Writing SQL stored procedures • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • Unix, including shell scripting	
7	Two (2) years experience with child support enforcement systems within the ten (10) years prior to the IFB release date, including knowledge of child support program requirements, such as case construct, payment distribution, welfare reform changes, inter-agency interfaces, and performance metrics.	4/10
8	Intermediate-level skill and knowledge and experience in Reports and Forms Development, as evidenced by knowledge of and experience with the following: • Hyperion • Adobe Live Cycle Forms and Central Pro Output Server • Adobe Forms Tools	4/10
9	Ability to act in a lead capacity on complex applications, and/or on complex data processing problems and can work independently as a technical specialist.	10/10
10	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	10/10
11	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	10/10

APPLICATION TEST ANALYST III

Tasks and Responsibilities

- Functions as expert tester in one or more technical areas of the CSE application.
- Functions as expert tester in one or more functional areas of the CSE application (e.g., financial management, case management).
- Reviews and analyzes change requests to determine the scope of work and estimate the level of effort for testing application changes. Writes detailed test work plans, test scenarios and test scripts based on business requirements and high level designs.
- Schedules and coordinates test execution, including automated regression test suites.
- Creates test data and executes test scripts. Tracks actual vs. expected results, and evaluates quality of code changes. Documents results of testing activities, including creating and reporting test-discovered defects.
- Designs, develops, executes, and maintains automated regression testing scripts.
- Follows configuration control procedures over application source libraries at pre-release levels.
- Maintains direct knowledge of and applies all applications testing technical processes, procedures, guidelines and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	5/5
2	Eight (8) years of progressively complex experience and advanced-level skill in analysis, design, programming, and testing, four (4) of which must have been in a technical lead position.	5/5
3	Three (3) years experience developing, testing or maintaining large management information applications (>500,000 SLOC or 5,000 FP).	5/5
4	Baccalaureate-level degree in relevant technical specialty, such as computer science, management information systems, computer engineering, software engineering or certification in software testing disciplines, such as IIST Certified Software Test Professional.	5/5
5	Intermediate-level skill and knowledge as an application tester as evidenced by the following: • Three (3) years experience in a lead role as an application tester • Advanced-level skill and knowledge in application testing, as evidenced by knowledge and experience of the following: • Testing methods and techniques, including white box, black box, and usability testing • Microsoft Excel	5/5

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	• Secure File Transfer Protocol (SFTP) • SQL database scripting • Unix Operating System • Advanced-level skill and knowledge in data driven, web-based application technologies, including the following: • Web-based thin client architecture • Web site design and development • Web development languages and techniques, including HTML, XML, CSS, Javascript • Database access methods, including SQL programming • Advanced-level skill and knowledge in the following software engineering areas: • OOP (Object Oriented Programming) and Design Concepts • Developing detailed design documents, such as use cases and data structure diagrams • All Software Development Lifecycle (SDLC) activities, including, requirements, design, Coding, Unit Testing, Deployment, and Maintenance • Software engineering concepts: e.g., encapsulation, information hiding, coupling, cohesion, modularity, and abstraction • Advanced software development methodologies, tools and environments, such as the Rational Unified Process (RUP), Unified Modeling Language (UML), Rational RequisitePro, Application Developer for WebSphere, Rose Developer for Java, Rose Modeler, Eclipse, ClearCase, and ClearQuest	
6	Advanced-level skill and knowledge as an application tester in an architecture similar to CSE, as evidenced by knowledge and experience of at least five (5) of the following: • Mercury Test Director/Quality Center • Quick Test Professional • IBM DB2 Command Editor • WebSphere Administrative Console • Tivoli Job Scheduling Console • Java unit testing framework, e.g., JUnit and Easy Mock • Rational tools, including RequisitePro, ClearCase, and ClearQuest	3/5
7	Two (2) years experience with child support enforcement systems within the ten (10) years prior to the IFB release date, including knowledge of child support program requirements, such as case construct, payment distribution, welfare reform changes, inter-agency interfaces, and performance metrics.	2/5
8	Ability to act in a lead capacity on the most complex applications, and/or on the most complex data processing problems and can work independently as a high level technical specialist.	5/5
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	5/5
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	5/5

APPLICATION TEST ANALYST II

Tasks and Responsibilities

- Functions as technical team member for application testing activities in one or more technical areas of the CSE application.
- Functions as test team member in one or more functional areas of the CSE application (e.g., financial management, case management).
- Reviews and analyzes change requests to determine the scope of work and estimate the level of effort for testing application changes. Writes detailed test work plans, test scenarios and test scripts based on business requirements and high level designs.
- Schedules and coordinates test execution, including automated regression test suites.
- Creates test data and executes test scripts. Tracks actual vs. expected results, and evaluates quality of code changes. Documents results of testing activities, including creating and reporting test-discovered defects.
- Designs, develops, executes and maintains automated regression testing scripts.
- Follows configuration control procedures over application source libraries at pre-release levels.
- Maintains direct knowledge of and applies all applications testing technical processes, procedures, guidelines and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	5/5
2	Four (4) years of progressively complex experience and intermediate-level skill in analysis, design, programming, and testing, two (2) of which must have been in a lead position.	5/5
3	Two (2) years experience developing, testing or maintaining large management information applications (>500,000 SLOC or 5,000 FP).	5/5
4	Baccalaureate-level degree in relevant technical specialty, such as computer science, management information systems, computer engineering, software engineering or certification in software testing disciplines, such as IIST Certified Software Test Professional.	4/5
5	Intermediate-level skill and knowledge as an application tester as evidenced by the following: • Two (2) years experience in a lead role as an application tester • Intermediate-level skill and knowledge in application testing, as evidenced by knowledge and experience of the following: • Testing methods and techniques, including white box, black box, and usability testing • Microsoft Excel	5/5

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	• Secure File Transfer Protocol (SFTP) • SQL database scripting • Unix Operating System • Intermediate-level skill and knowledge in data driven, web-based application technologies, including the following: • Web-based thin client architecture • Web site design and development • Web development languages and techniques, including HTML, XML, CSS, Javascript • Database access methods, including SQL programming • Intermediate-level skill and knowledge in the following software engineering areas: • OOP (Object Oriented Programming) and Design Concepts • Developing detailed design documents, such as use cases and data structure diagrams • All Software Development Lifecycle (SDLC) activities, including, requirements, design, Coding, Unit Testing, Deployment, and Maintenance • Software engineering concepts: e.g., encapsulation, information hiding, coupling, cohesion, modularity, and abstraction • Intermediate-level software development methodologies, tools and environments, such as the Rational Unified Process (RUP), Unified Modeling Language (UML), Rational RequisitePro, Application Developer for WebSphere, Rose Developer for Java, Rose Modeler, Eclipse, ClearCase, and ClearQuest	
6	Intermediate-level skill and knowledge as an application tester in an architecture similar to CSE, as evidenced by knowledge and experience of at least five (5) of the following: • Mercury Test Director/Quality Center • Quick Test Professional • IBM DB2 Command Editor • WebSphere Administrative Console • Tivoli Job Scheduling Console • Java unit testing framework, e.g., JUnit and Easy Mock • Rational tools, including RequisitePro, ClearCase, and ClearQuest	3/5
7	Two (2) years experience with child support enforcement systems within the ten (10) years prior to the IFB release date, including knowledge of child support program requirements, such as case construct, payment distribution, welfare reform changes, inter-agency interfaces, and performance metrics.	2/5
8	Ability to act in a lead capacity on complex applications, and/or on complex data processing problems and can work independently as a high level technical specialist.	5/5
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	5/5
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	5/5

DATABASE ADMINISTRATOR III

Tasks and Responsibilities

- Responsible for the logical and physical integrity of the CSE application database environment and the CSE logical and physical database design.
- Monitors and tunes database performance during testing and production operations; coordinates and implements database sizing/resizing, restructures and index rebuilds; assists with capacity planning for future database growth; documents benchmarks and procedures needed to optimize performance; ensure that all performance guidelines are followed.
- Reviews and analyzes change requests to determine the scope of work and estimate the level of effort for database changes. Writes technical specifications.
- Develops and modifies database definitions including entities, attributes, relationships, and referential integrity triggers. Maintains detailed database design documentation.
- Develops, maintains and supports procedures, standards and interfaces for centralized database management.
- Installs, patches, upgrades, maintains, and supports DB2 in all environments.
- Implements database access procedures including the administration of User IDs.
- Implements Database Change Requests (DBCRs), i.e., data repairs.
- Assists application development and maintenance staff with database questions and issues.
- Plans and implements strategies and procedures for physical disaster/recovery and contingency planning. Establishes mechanisms for replicating production databases in development environments
- Provides problem resolution support, specific to database issues; identifies and resolves database problems, coordinating with application users to determine symptoms and ensure accurate problem definition.
- Assists in development and improvement of database administration-related plans, processes, procedures, standards and priorities.
- Maintains detailed knowledge of all database administration processes, procedures, and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	3/3

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
2	Eight (8) years of progressively complex experience and advanced-level skill in analysis, architecture, design, installation, configuration, administration, operation, and maintenance of database systems, four (4) of which must have been in a technical lead position.	3/3
3	Three (3) years experience and advanced-level skill supporting very large, complex automated systems comprising at least ten (10) servers, at least 1,000 internal and/or external users, and using both custom and off-the-shelf enterprise and business applications.	3/3
4	Baccalaureate-level degree in relevant technical specialty, such as computer science, management information systems, computer engineering, software engineering or relevant certification, such as IBM Certified Database Administrator.	2/3
5	Advanced-level skill and knowledge in database design and development, as evidenced by the following: • Three (3) years experience filling a lead role as a database administrator • Advanced-level skill and knowledge of at least eight (8) of the following database design, development, and administration-related concepts, methods, and tools: • Physical and Logical Data Modeling (e.g., with UML) • Database Definition Language (DDL) • Writing SQL stored procedures • Index analysis • Normalization and de-normalization • Referential integrity • Data replication concepts • Locking Strategies • Reporting Tools • Extract Transform and Load (ETL) tools • Data Warehouse concepts, including data mining, data marts, on-line analytical processing (OLAP), etc.	3/3
6	Advanced-level skill and knowledge and experience with at least three (3) of the following database architecture-related technologies: • IBM DB2 Enterprise Server for UNIX (AIX) • IBM Data Warehouse Edition (DWE) • IBM Business Intelligence Solutions • IBM InfoSphere Warehouse • IBM Content manager	2/3
7	Advanced-level skill and knowledge of the following additional system software concepts and technologies: • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • AIX, including Korn shell scripting • Use of modeling, administration, monitoring, and configuration management tools applicable to databases, operating systems, and/or networks; such as Rational Rose Modeler, ClearCase, and ClearQuest	2/3
8	Ability to act in a lead capacity on the most complex applications, and/or on the most complex system architecture problems and can work independently as a high level technical specialist.	3/3
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative	3/3

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	thinking, and design methods and processes.	
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	3/3

DATABASE ADMINISTRATOR II

Tasks and Responsibilities

- Journey-level database administrator, responsible for the logical and physical integrity of the CSE application database environment and the CSE logical and physical database design.
- Monitors and tunes database performance during testing and production operations; coordinates and implements database sizing/resizing, restructures and index rebuilds; assists with capacity planning for future database growth; documents benchmarks and procedures needed to optimize performance; ensure that all performance guidelines are followed.
- Reviews and analyzes change requests to determine the scope of work and estimate the level of effort for database changes. Writes technical specifications.
- Develops and modifies database definitions including entities, attributes, relationships, and referential integrity triggers. Maintains detailed database design documentation.
- Develops, maintains and supports procedures, standards and interfaces for centralized database management.
- Installs, patches, upgrades, maintains, and supports DB2 in all environments.
- Implements database access procedures including User ID administration.
- Implements Database Change Requests (DBCRs), i.e., data repairs.
- Assists application development and maintenance staff with database questions and issues.
- Plans and implements strategies and procedures for physical disaster/recovery and contingency planning. Establishes mechanisms for replicating production databases in development environments.
- Provides problem resolution support, specific to database issues; identifies and resolves database problems, coordinating with application users to determine symptoms and ensure accurate problem definition.
- Assists in development and improvement of database administration-related plans, processes, procedures, standards and priorities.
- Maintains detailed knowledge of all database administration processes, procedures, and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	3/3

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
2	Four (4) years of progressively complex experience and intermediate-level skill in analysis, architecture, design, installation, configuration, administration, operation, and maintenance of database systems, two (2) of which must have been in a technical lead position.	3/3
3	Two (2) years experience and intermediate-level skill supporting very large, complex automated systems comprising at least ten (10) servers, at least 1,000 internal and/or external users, and using both custom and off-the-shelf enterprise and business applications.	3/3
4	Possession of relevant certification, such as IBM Certified Database Administrator.	2/3
5	Intermediate-level skill and knowledge in database design and development, as evidenced by the following: • Two (2) years experience filling a lead role as a database administrator • Intermediate-level skill and knowledge of at least eight (8) of the following database design, development, and administration-related concepts, methods, and tools: • Physical and Logical Data Modeling (e.g., with UML) • Database Definition Language (DDL) • Writing SQL stored procedures • Index analysis • Normalization and de-normalization • Referential integrity • Data replication concepts1/1 • Locking Strategies • Reporting Tools • Extract Transform and Load (ETL) tools • Data Warehouse concepts, including data mining, data marts, on-line analytical processing (OLAP), etc.	3/3
6	Intermediate-level skill and knowledge and experience with at least three (3) of the following database architecture-related technologies: • IBM DB2 Enterprise Server for UNIX (AIX) • IBM Data Warehouse Edition (DWE) • IBM Business Intelligence Solutions • IBM InfoSphere Warehouse • IBM Content manager	2/3
7	Intermediate-level skill and knowledge of the following additional system software concepts and technologies: • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • AIX, including Korn shell scripting • Use of modeling, administration, monitoring, and configuration management tools applicable to databases, operating systems, and/or networks; such as Rational Rose Modeler, ClearCase, and ClearQuest	2/3
8	Ability to act in a lead capacity on complex applications, and/or on complex system architecture problems and can work independently as a high level technical specialist.	3/3
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	3/3

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	3/3

SYSTEM SOFTWARE SPECIALIST III

Tasks and Responsibilities

- Functions as technical expert for one or more systems management functions, such as Performance and Capacity Management, System Configuration Management, Release Management, Build Coordination, Batch Job Scheduling, Production Control Board, and System Administration.
- Coordinates implementation of tested system changes with functional teams to determine priorities, schedule new builds and releases, and maintain the production calendar.
- Manages Configuration Item promotion, build, and deployment across environments. Prepare builds for production release and supports production releases. Performs code deliveries and merges code between streams. Builds applications and deploys to non-production environments.
- Maintains the batch schedule and run books for both production and non-Production environments. Supports the Tivoli Workload Schedule (TWS) Job Scheduler tool used in production and by developers and testers.
- Provides environment support for all environments (production and non-production) across tools WebSphere, Hyperion, Adobe Forms products, Finalist, Content Manager, MQSeries, WebSEAL, TAMe, TWS.
- Manages the account request process for all environments. Monitors system security and investigates security incidents.
- Develops and maintains ClearQuest scripts (Perl), WebSphere scripts (Java TCL or Java Python), AIX scripts (Korn shell), Build scripts (Ant).
- Supports application testing by tracking high severity defects.
- Coordinates release status with Department executives and managers, business units, and production support.
- Monitors system performance and capacity, batch processes, and external interface file transfers.
- Provides problem resolution support, specific to systems and server issues; identifies and resolves system/server problems, coordinating with application users to determine symptoms and ensure accurate problem definition.
- Assists in development and improvement of operations' plans, processes, procedures, standards and priorities.
- Maintains direct knowledge of all operations management and technical processes, procedures, quality standards, and status of service delivery for all operations-related activities. Proposes systems management process improvements and additions.

EXHIBIT 6-B

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	8/8
2	Eight (8) years of progressively complex experience and advanced-level skill in analysis, architecture, design, installation, configuration, operation, and maintenance of information systems hardware and software, four (4) of which must have been in a technical lead position.	8/8
3	Three (3) years experience and advanced-level skill supporting very large, complex automated systems comprising at least ten (10) servers, at least 1,000 internal and/or external users, and using both custom and off-the-shelf enterprise and business applications.	8/8
4	Certification in system administration disciplines, such as IBM Certified Specialist (AIX).	6/8
5	Advanced-level skill and knowledge in systems software integration and support, as evidenced by the following: • Three (3) years experience in a lead role as a system software specialist • Advanced-level skill and knowledge and experience in the following enterprise system architecture technology areas: • Web-based thin client architecture • Web site design, implementation, management, and administration • Unix-based operating system (e.g., AIX, HPUX, SunOS, Solaris, Ultrix, Linux, etc.), including Unix scripting languages (e.g., Korn shell, C shell, Bourne shell) • Message-oriented middleware • System-to-system interfaces • Service-Oriented Architecture (SOA) • Web development languages and techniques, including HTML, XML, CSS, Javascript • Use of modeling, administration, monitoring, and configuration management tools applicable to databases, operating systems, and/or networks • Advanced-level skill and knowledge in systems management concepts, including at least six (6) of the following: • Service Level Management • Quality Control Management • Operations Problem Management • Operations Change Management • Recovery Management • Performance Management • Capacity Management • Help Desk Management	8/8
6	Advanced-level knowledge and experience with at least three (3) of the following Java application architecture-related technologies: • Hibernate & HQL (Hibernate Query Language, SQL extension) • Spring Java Database Connectivity (JDBC), configuration and usage • Java Management Extensions (JMX) • Java Architecture for XML Binding (JAXB) • Java unit testing framework, e.g., JUnit and Easy Mock • Java Diagnostics, e.g., Wily Introscope and jProbe	3/8
7	Advanced-level knowledge and experience with IBM systems, web services and	3/8

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	message-oriented middleware software technologies, including at least six (6) of the following • WebSphere architecture and design, console, user administration, and security • WebSphere Business Integration Architecture and Patterns • WebSphere Studio Application Developer Integration Edition (WSADIE) • MQ Series use and administration • MQ Workflow • IBM Directory Server • DB2 • Tivoli, including Workload Scheduler, Policy Director, TAMe, and WebSEAL • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • AIX, including Korn shell scripting • System and performance testing tools	
8	Ability to act in a lead capacity on the most complex applications, and/or on the most complex system architecture problems and can work independently as a high level technical specialist.	8/8
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	8/8
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	8/8

SYSTEM SOFTWARE SPECIALIST II

Tasks and Responsibilities

- Journey-level technician supporting systems management functions, such as Performance and Capacity Management, System Configuration Management, Release Management, Build Coordination, Batch Job Scheduling, Production Control Board, and System Administration.
- Coordinates implementation of tested system changes with functional teams to determine priorities, schedule new builds and releases, and maintain the production calendar.
- Manages Configuration Item promotion, build, and deployment across environments. Prepare builds for production release and supports production releases. Performs code deliveries and merges code between streams. Builds applications and deploys to non-production environments.
- Maintains the batch schedule and run books for both production and non-Production environments. Supports the Tivoli Workload Schedule (TWS) Job Scheduler tool used in production and by developers and testers.
- Provides environment support for all environments (production and non-production) across tools WebSphere, Hyperion, Adobe Forms products, Finalist, Content Manager, MQSeries, WebSEAL, TAMe, TWS, DB2.
- Manages the account request process for all environments. Monitors system security and investigates security incidents.
- Develops and maintains ClearQuest scripts (Perl), WebSphere scripts (Java TCL or Java Python), AIX scripts (Korn shell), Build scripts (Ant).
- Supports application testing by tracking high severity defects.
- Coordinates release status with Department executives and managers, business units, and production support.
- Monitors system performance and capacity, batch processes, and external interface file transfers.
- Provides problem resolution support, specific to systems and server issues; identifies and resolves system/server problems, coordinating with application users to determine symptoms and ensure accurate problem definition.
- Assists in development and improvement of operations' plans, processes, procedures, standards and priorities.
- Maintains direct knowledge of all operations management and technical processes, procedures, quality standards, and status of service delivery for all operations-related activities. Proposes systems management process improvements and additions.

EXHIBIT 6-B

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	12/12
2	Four (4) years of progressively complex experience and intermediate-level skill in analysis, architecture, design, installation, configuration, operation, and maintenance of information systems hardware and software, two (2) of which must have been in a technical lead position.	12/12
3	Two (2) years experience and intermediate-level skill supporting very large, complex automated systems comprising at least ten (10) servers, at least 1,000 internal and/or external users, and using both custom and off-the-shelf enterprise and business applications.	12/12
4	Certification in system administration disciplines, such as IBM Certified Specialist (AIX).	8/12
5	Intermediate-level skill and knowledge in systems software integration and support, as evidenced by the following: • Three (3) years experience in a lead role as a system software specialist • Intermediate-level skill and knowledge and experience in the following enterprise system architecture technology areas: • Web-based thin client architecture • Web site design, implementation, management, and administration • Unix-based operating system (e.g., AIX, HPUX, SunOS, Solaris, Ultrix, Linux, etc.), including Unix scripting languages (e.g., Korn shell, C shell, Bourne shell) • Message-oriented middleware • System-to-system interfaces • Service-Oriented Architecture (SOA) • Web development languages and techniques, including HTML, XML, CSS, Javascript • Use of modeling, administration, monitoring, and configuration management tools applicable to databases, operating systems, and/or networks • Intermediate-level skill and knowledge in systems management concepts, including at least five (5) of the following: • Service Level Management • Quality Control Management • Operations Problem Management • Operations Change Management • Recovery Management • Performance Management • Capacity Management • Help Desk Management	12/12
6	Intermediate-level knowledge and experience with at least three (3) of the following Java application architecture-related technologies: • Hibernate & HQL (Hibernate Query Language, SQL extension) • Spring Java Database Connectivity (JDBC), configuration and usage • Java Management Extensions (JMX) • Java Architecture for XML Binding (JAXB) • Java unit testing framework, e.g., JUnit and Easy Mock • Java Diagnostics, e.g., Wily Introscope and jProbe	5/12
7	Intermediate-level knowledge and experience with IBM systems, web services and	5/12

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	message-oriented middleware software technologies, including at least six (6) of the following • WebSphere architecture and design, console, user administration, and security • WebSphere Business Integration Architecture and Patterns • WebSphere Studio Application Developer Integration Edition (WSADIE) • MQ Series use and administration • MQ Workflow • IBM Directory Server • DB2 • Tivoli, including Workload Scheduler, Policy Director, TAMe, and WebSEAL • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • AIX use and scripting (Korn shell) • System and performance testing tools	
8	Ability to act in a lead capacity on complex applications, and/or on complex system architecture problems and can work independently as a technical specialist.	12/12
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	12/12
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	12/12

SYSTEM ADMINISTRATOR II

Tasks and Responsibilities

- Journey-level technician providing enterprise systems administrative services, such as Server Administration, Network Administration, Enterprise Messaging Administration, Database Administration, Domain Services, Genesys Customer Services System Administration, and Network Storage Administration.
- Provides environment support for all environments (production and non-production) across tools: Microsoft SQL Server, Windows Server, Internet Information Services Server, Business Objects Enterprise Server, and Exchange Server.
- Manages the account request process for all enterprise servers.
- Monitors system security and investigates security incidents.
- Coordinates release status with Department executives and managers, business units, and production support.
- Monitors system performance and capacity, batch processes, and external interface file transfers.
- Provides problem resolution support, specific to systems and server issues; identifies and resolves system/server problems, coordinating with application users to determine symptoms and ensure accurate problem definition.
- Assists in development and improvement of operations' plans, processes, procedures, standards and priorities.
- Supports application testing by tracking defects.
- Functions in one or more of the following administration roles:
    - System Administrator – maintains enterprise servers, including Messaging (Exchange), Storage (Filer servers and Storage Area Networks), Security (Domain Controller, Active Directory). Installs, upgrades, replaces server hardware and software, performs backup and recovery of shared resources.
    - Network Administrator – maintains network infrastructure such as switches and routers, and diagnoses problems with these or with the behavior of network-attached computers.
    - Security Administrator – specializes in computer and network security, including the administration of security devices such as firewalls, intrusion detection, as well as consulting on general security measures.
    - Database Administrator – monitors and tunes database performance during testing and production operations; coordinates and implements database sizing/resizing, restructures and index rebuilds; assists with

capacity planning for future database growth; documents benchmarks and procedures needed to optimize performance; ensure that all performance guidelines are followed.

- Genesys Administrator – maintains the Enterprise Customer Service Solution including CME/CCPulse+, system infrastructure, performance factors, reporting, system upgrades, data management, systems management and security.

- Maintains direct knowledge of all system administration and technical processes, procedures, quality standards, and status of service delivery for all system administration-related activities. Proposes systems administration process improvements and additions.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	10/10
2	Four (4) years of progressively complex experience and intermediate-level skill in information systems administration, two (2) of which must have been in a technical lead position.	10/10
3	Intermediate-level skill and knowledge in systems management concepts, including at least five (5) of the following: • Service Level Management • Quality Control Management • Operations Problem Management • Operations Change Management • Recovery Management • Performance Management • Capacity Management • Help Desk Management	4/10
4	Meets at least one of MQs 5-9 below. Note that to meet this MQ, each staff member must be offered for one and only one of the roles represented in MQs 5-9 below.	10/10
5	Two (2) years experience and intermediate-level skill and knowledge as a Microsoft *Windows System Administrator*, including the following: • Install, configure, troubleshoot Windows 2000/2003 Server and Windows XP Professional Operating Systems • Install, configure, troubleshoot Windows server applications, including SQL Server, Exchange, SharePoint, IIS, .Net, File and Print, Virtualization • Active Directory, Domain Services, Network Storage • Remote user, VPN support • Microsoft, A+ or equivalent certification	3/10
6	Two (2) years experience and intermediate-level skill and knowledge as a *Network Administrator* in a Microsoft Windows environment, including the following: • Knowledge and experience of a Windows System Administrator (MQ 5) • Network support in Windows 2000/2003 environment, including thorough understanding of the TCP/IP Suite (TCP, UDP, IP, ICMP, etc.) as well as the network management protocol, SNMP • Principles of routing, client/server communications, the design of consistent	3/10

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	network-wide file system layouts • Network hardware configuration, including firewalls, switches, routers • Microsoft, A+, N+ or equivalent network-specific certification	
7	Two (2) years experience and intermediate-level skill and knowledge as a *Security Administrator* in a Microsoft Windows environment, including the following: • Knowledge and experience of a Windows System Administrator (MQ 5) • Familiarity with security and hardening of Windows servers • Analysis of vulnerabilities, systems configurations, and network architectures to provide mitigation recommendations for identified weaknesses • Security Policy in Windows 2000/2003 and Windows XP Professional Operating Systems, including Active Directory • Microsoft, A+ or equivalent security-specific certification	1/10
8	Two (2) years experience and intermediate-level skill and knowledge as a *Database Administrator* in a Microsoft Windows environment, including the following: • Knowledge and experience of a Windows System Administrator (MQ 5) • SQL Server installation, configuration, troubleshooting, tuning, clustering and replication, backup and recovery • T-SQL development and Production Support for database systems • SQL scripting and query writing • Supporting web-based systems, data warehousing, SQL Server Analysis Services (SSAS), OLAP, log shipping • Microsoft, A+ or equivalent database-specific certification	1/10
9	Two (2) years experience and intermediate-level skill and knowledge as a *Genesys System Administrator* including the following: • Genesys software support • CCPulse+ report support • Hyperion support • Systems architecture, including infrastructure design, system and performance testing tools	2/10
10	Ability to act as a technical specialist on systems infrastructure problems and can work independently.	10/10
11	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	10/10
12	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	10/10

SYSTEM ADMINISTRATOR I

Tasks and Responsibilities

- Journey-level technician providing enterprise systems administrative services, such as End-User Support, Desktop Support, and Enterprise Server Administration.
- Provides end-user and infrastructure problem resolution support; identifies and resolves system/server problems; coordinates with application users to determine symptoms and ensure accurate problem definition.
- Provides desktop support, including maintaining desktop configuration for system users, installing and configuring desktop software for local and remote users, installing/replacing/upgrading desktop hardware, diagnosing and repairing desktop configuration issues.
- Provides enterprise server administration, including maintaining enterprise servers, such as Messaging (Exchange), Storage (Filer servers and Storage Area Networks), Security (Domain Controller, Active Directory). Installs, upgrades, replaces server hardware and software. Performs backup and recovery of shared resources.
- Maintains direct knowledge of all system administration and technical processes, procedures, quality standards, and status of service delivery for all system administration-related activities.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	7/7
2	Two (2) years of progressively complex experience and intermediate-level skill in information systems administration.	7/7
3	One (1) year experience and intermediate-level skill and knowledge as a Microsoft *Windows System Administrator*, including the following: • Install, configure, troubleshoot Windows 2000/2003 Server and Windows XP Professional Operating Systems • Install, configure, troubleshoot Windows desktop applications • Install, configure, troubleshoot Windows server applications, including SQL Server, Exchange, SharePoint, IIS, .Net, File and Print, Virtualization • Active Directory, Domain Services, Network Storage • Remote user, VPN support • Backup and Recovery • Microsoft, A+ or equivalent certification	7/7
4	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	7/7
5	Effective verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	7/7

OPERATIONS SPECIALIST II

Tasks and Responsibilities

- Journey-level technician supporting systems operations functions, such as batch job scheduling, monitoring, and recovery.
- Provides 24x7x365 coverage for batch processing.
- Performs file transfers, backup/restore functions, monitors computer environments, creates statistical reports.
- Performs troubleshooting of system stalls, failed batch jobs, system errors, as needed to resume normal operations in accordance with specific guidelines and procedures. Escalates unresolved problems to system and application specialists.
- Completes special projects and duties assigned by management.
- Maintains direct knowledge of all system operations processes, procedures, and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	8/8
2	Four (4) years of progressively complex experience and intermediate-level skill in Unix system operations, two (2) of which must have been in a technical lead position.	8/8
3	Intermediate-level skill and knowledge in operations concepts, including the following: • Backup and recovery • Batch process scheduling, monitoring, and recovery (rerun failed jobs) • File transfers • Environment status monitoring and reporting • Problem identification, resolution, and escalation • Unix operating system commands	8/8
4	Ability to act in a lead capacity on complex applications, and/or on complex system problems and can work independently as a technical specialist.	8/8
5	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	8/8
6	Effective verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	8/8

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7. COST

This section describes the requirements to be addressed by each Bidder in the preparation of its Cost Bid. Each Bidder shall present its proposed Total Labor Cost to perform the Maintenance and Operations tasks specified in Section 6, Statement of Work Requirements based on Hourly Rates by Classification and by contract year.

The term of the Contract shall be three (3) years from the contract start date. At the State's option, the Contract may be extended in increments of two (2) years, up to six (6) additional years. The rates for each classification shall be bid by contract year, including the optional years. Refer to Section 7.2, Cost Table Instructions for further cost determination information.

Participating Bidders are required to complete Exhibits 7-A through 7-E as specified in this Section. When submitting the Final Bid, cost figures must be sealed and submitted under separate cover. The Bidder will note that costs must be clearly shown in the Bidder's Final Bid. Refer to Section 8, Bid Format, for detailed information. Total Costs in Exhibits 7-B through 7-E must be shown in whole US dollars for the entire term of the contract. The Staffing Profile, including the number of staff and hours per classification and task reflected in Exhibit 7-B are estimated and will be used for evaluation purposes only. The State makes no commitment that the contractor will receive the hours indicated. Over the nine (9) year maximum contract term, the State intends to transition all tasks to State employees as positions are approved and funded. Therefore, the contract staff will be reduced as State positions are filled and staff are trained. The State may, at its discretion, increase or decrease hours from any or all of the Contractor Staff Classifications at the rates proposed in Exhibit 7-A.

Bidders are not to bid rates to the State that are less than their actual cost for the purpose of injuring competitors or destroying competition. The California Business and Professions Code, Section 17043.5, prohibits any person from selling "any article or product at less than the cost thereof, or to give away any article or product, for the purpose of injuring competitors or destroying competition. An 'article or product' is defined under Section 17024 to include services or outputs of a service trade, which do not involve passage of title."

ALL COSTS MUST BE SUBMITTED WITH THE FINAL BID.

7.1 Cost Definitions

7.1.1 Cost Cap

DCSS has a fixed cost ceiling or cap of $24 million per contract year for the tasks in this contract based on State budgetary constraints. The Cost Cap applies to each contract year for which costs are projected to be incurred, including any optional years. The Cost Cap includes all projected Bidder costs for all CSE M&O Services activities within the scope of this procurement.

Note that Task 1 Contract Management (see Section 6.2.1) is considered an overhead task for which Bidder staff levels do not apply. Task 2 Knowledge

Management Services (see Section 6.2.2) is a task applicable to all Staff and against which Contractor staff will account for time for reporting purposes, but for bidding purposes, no amount will be specified. Only staff counts and costs for tasks 3-5 are included in the Cost Bid.

The total labor cost per task for each contract year is calculated from application of the Bidder's proposed rates from Exhibit 7-A to the level of effort specified by the State for each classification, task and contract year as shown in Exhibit 7-B. The total labor costs for contract years 1 through 3 are reflected in Exhibit 7-C and the total labor costs for the optional contract years 4 through 9 are reflected in Exhibit 7-D. THE TOTAL LABOR COST FOR ALL TASKS MUST NOT EXCEED THE COST CAP IN ANY CONTRACT YEAR. **IF A BID IS SUBMITTED THAT EXCEEDS THE ANNUAL COST CAP, THE BID WILL BE REJECTED.**

Actual costs for all SOW Tasks will be based on actual work performed and invoiced monthly. The total cumulative actual cost invoiced must not exceed the Total Labor Cost bid in Exhibit 7-C, Total Labor Cost without an amendment to the contract.

7.1.2 Reimbursable Travel Expenses

Travel is not anticipated for this engagement.

7.1.3 Hourly Rates

The proposed Hourly Rates shall include all salaries, benefits, supervision, overhead or any other costs not pertaining to direct service delivery or specifically identified in this IFB as being provided by the State, and shall represent the sole compensation to be paid for all Bidder staff and the services specified in Section 6, Statement of Work Requirements.

The Bidder shall present on Exhibit 7-A the rate for each classification indicated by contract year. The Bidder's proposed Hourly Rates shall include the overhead determined by the Bidder as necessary to perform the requirements as defined in Section 6, Statement of Work Requirements.

7.1.4 Staff Profile

The State has specified a Staff Profile including level of effort by position, classification and contract year for evaluation purposes for Tasks 3-5[13] specified in Section 6, Statement of Work Requirements. Exhibit 7-B, Tables 7-B.1 through 7-B.3 show the number of staff hours by classification and contract year for SOW Tasks 3 through 5 respectively. Table 7-B.4 shows the total number of staff hours by classification and contract year for all Tasks. Bidders rates proposed in Exhibit 7-A shall be applied to this Staff Profile to determine the Total Labor Cost for each task and contract year. These totals shall be included in Exhibit 7-C, Total Labor Cost and Exhibit 7-D Maximum Extension Cost.

[13] The staffing profile does not apply for Tasks 1 and 2. See Section 7.1.1 Cost Cap for more information.

7.2 Cost Table Instructions

Exhibits 7-A through 7-E are cost tables produced from the Cost Workbook (a Microsoft Excel workbook titled, "Cost Workbook.xls") distributed with this IFB. A separate worksheet is provided in the Cost Workbook for each exhibit.

The Cost Workbook is designed to simplify calculating and evaluating Bidders' costs. It is provided for the convenience of Bidders, and to aid the evaluation process by encouraging consistency in the Cost Bids. However, the state does not certify, and bears no responsibility for the correctness of the pre-defined workbook calculations. Bidders are responsible for validating all workbook calculations and confirming that their proposed costs are accurate.

Bidders are required to complete the workbook according to the following instructions. Bidders must include tables from the workbook in the Final Bids, and submit the completed Cost Workbook.xls file on CD in the original Microsoft Excel format with their Final Cost Bids. It is recommended that picture images only are pasted into bids from the Cost Workbook. Bidders are cautioned not to reformat or reconstruct cost tables, except to correct erroneous calculations, as any change (other than those explicitly called for in the following instructions) may result in errors in the Cost Bid.

7.2.1 Instructions for Exhibit 7-A, Classification and Rates

Exhibit 7-A is used to input hourly rates for each classification of service, and for each contract year, Year 1 through Year 9. The rates proposed will serve as a basis for calculating all labor costs.

1. For each classification and year, enter the rate in dollars and cents into Table 7-A Classifications and Rates.
2. If rates for years beyond Year 1 are calculated based on a percentage increase, rates must still be rounded to dollars and cents (two decimal places). The Cost Workbook as provided is configured to calculate subsequent contract year rates using an annual inflation factor (rounding is included in the cell equations). This inflation factor constant is located on tab "Parameters" of the Cost Workbook and may be changed to suit the Bidder's needs if choosing to use this optional capability in preparing the Cost Bid.
3. A rate must be provided for each classification listed. Additional Classifications may not be added to the Cost Workbook or Cost Bid.
4. After entering all rates, update the worksheet totals by pressing the F9 key[14].
5. Copy Table 7-A Classifications and Rates from worksheet Exhibit 7-A of the Cost Workbook to Exhibit 7-A of the Cost Bid.

[14] The Cost Workbook.xls file has been configured for manual recalculation for performance purposes.

7.2.2 Cost Table Instructions for Exhibit 7-B, Staff Profile

Exhibit 7-B is used to set staff levels and calculate costs for each classification, task, and contract year for all tasks. Tables 7-B.1 through 7-B.3 in the Cost Workbook map to SOW Tasks 3 through 5. All tables calculate the total labor cost for the applicable task by contract year by multiplying the number of staff hours per classification by the rates proposed in Exhibit 7-A. Table 7-B.4 combines costs for all Tasks for comparison with the Cost Cap. No changes to these tables are required.

1. Ensure all totals are updated after entering all rates in Exhibit 7-A by pressing the F9 key.
2. The Total Labor Costs for each Task and the combined Total Labor Costs for all Tasks for all contract years must not exceed the applicable Cost Cap as specified in Section 7.1.1 Cost Cap.
3. Copy all tables 7-B.1 through 7-B.4 from worksheet Exhibit 7-B in the Cost Workbook to Exhibit 7-B of the Cost Bid.

7.2.3 Cost Table Instructions for Exhibit 7-C, Total Labor Cost

Exhibit 7-C is used to show the Total Labor Cost for all SOW Tasks by contract year. Table 7-C, Total Labor Cost will calculate these costs based on the rates entered in Exhibit 7-A Classifications and Rates and need not be modified.

1. Complete and update Exhibits 7-A and 7-B prior to finalizing Exhibit 7-C.
2. Total Labor Costs for each task and contract year shown on Table 7-C must match the totals on the respective tables in Exhibit 7-B and must not exceed the applicable annual Cost Cap specified in Section 7.1.1 Cost Cap.
3. Copy the table from worksheet Exhibit 7-C of the Cost Workbook to Exhibit 7-C of the Cost Bid.

7.2.4 Cost Table Instructions for Exhibit 7-D, Maximum Labor Cost for Extensions

Exhibit 7-D is used to estimate the Maximum Labor Cost for all SOW Tasks by contract year for three optional two-year extensions of these services. Table 7-D, Maximum Labor Cost for Extensions will calculate these costs based on the rates entered in Exhibit 7-A Classifications and Rates and need not be modified.

1. Complete and update Exhibits 7-A and 7-B prior to finalizing Exhibit 7-D.
2. Total Labor Costs for each task and contract year shown on Table 7-D must match the totals on the respective tables in Exhibit 7-B and must not exceed the applicable annual Cost Cap specified in Section 7.1.1 Cost Cap.
3. Copy the table from worksheet Exhibit 7-D of the Cost Workbook to Exhibit 7-D of the Cost Bid.

7.2.5 Cost Table Instructions for Exhibit 7-E, Subcontractor Costs

Exhibit 7-E is used to reflect the amount of the Total Bid Price the Bidder agrees to pay its subcontractors associated with the percentages reflected in the Bidder Declaration, GSPD-05-105.

1. Copy Subcontractor Company Name and Corresponding % of Bid Price from GSPD-05-105 to the appropriate cells in Exhibit 7-E in the Cost Workbook.
2. Enter the Corresponding Amount of the Bid Price for the Base Contract and Extensions for each Subcontractor Company in the appropriate cells in Exhibit 7-E of the Cost Workbook. Ensure that the Corresponding Amount of the Total Bid Price is calculated by pressing the F9 key.
3. Copy the table from worksheet Exhibit 7-E of the Cost Workbook to Exhibit 7-E of the Cost Bid.

7.2.6 Additional Worksheets in the Cost Workbook

Additional worksheets are included in the Cost Workbook for reference purposes and to aid in calculations, e.g., Tables 5-1 and 6-2, Initial and Total Staff Levels. Bidders are cautioned not to reformat or modify these worksheets, except to correct erroneous calculations, as any change (other than those explicitly called for in the above instructions) may result in errors in the Cost Bid.

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Exhibit 7-A Classifications and Rates

Table 7-A Classifications and Rates

Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Application Architect	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
System Architect	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Database Architect	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Application Developer III	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Application Developer II	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Application Test Analyst III	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Application Test Analyst II	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Database Administrator III	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Database Administrator II	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
System Softw are Specialist III	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
System Softw are Specialist II	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
System Administrator II	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
System Administrator I	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Operations Specialist II	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX

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Exhibit 7-B Staff Profile

Table 7-B.1 Task 3 System Operations Services Staff Hours

3 System Operations	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect												
System Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Database Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Application Developer III												
Application Developer II	3,840	3,840	3,840	**11,520**	3,840	3,840	3,840	3,840	3,840	3,840	**23,040**	**34,560**
Application Test Analyst III												
Application Test Analyst II												
Database Administrator III	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
Database Administrator II	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
System Softw are Specialist III	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
System Softw are Specialist II	23,040	23,040	23,040	**69,120**	23,040	23,040	23,040	23,040	23,040	23,040	**138,240**	**207,360**
System Administrator II												
System Administrator I												
Operations Specialist II	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
Total Hours	**72,960**	**72,960**	**72,960**	**218,880**	**72,960**	**72,960**	**72,960**	**72,960**	**72,960**	**72,960**	**437,760**	**656,640**
Cost												

Table 7-B.2 Task 4 Application Maintenance Services Staff Hours

4 Application Maintenance	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
System Architect												
Database Architect												
Application Developer III	24,960	24,960	24,960	**74,880**	24,960	24,960	24,960	24,960	24,960	24,960	**149,760**	**224,640**
Application Developer II	40,320	40,320	40,320	**120,960**	40,320	40,320	40,320	40,320	40,320	40,320	**241,920**	**362,880**
Application Test Analyst III	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Application Test Analyst II	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Database Administrator III												
Database Administrator II												
System Softw are Specialist III												
System Softw are Specialist II												
System Administrator II												
System Administrator I												
Operations Specialist II												
Total Hours	**86,400**	**86,400**	**86,400**	**259,200**	**86,400**	**86,400**	**86,400**	**86,400**	**86,400**	**86,400**	**518,400**	**777,600**
Cost												

EXHIBIT 7-B

Table 7-B.3 Task 5 IT Services Staff Hours

5 IT Services	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect												
System Architect												
Database Architect												
Application Developer III												
Application Developer II												
Application Test Analyst III												
Application Test Analyst II												
Database Administrator III												
Database Administrator II												
System Softw are Specialist III												
System Softw are Specialist II												
System Administrator II	19,200	19,200	19,200	**57,600**	19,200	19,200	19,200	19,200	19,200	19,200	**115,200**	**172,800**
System Administrator I	13,440	13,440	13,440	**40,320**	13,440	13,440	13,440	13,440	13,440	13,440	**80,640**	**120,960**
Operations Specialist II												
Total Hours	**32,640**	**32,640**	**32,640**	**97,920**	**32,640**	**32,640**	**32,640**	**32,640**	**32,640**	**32,640**	**195,840**	**293,760**
Cost												

Table 7-B.4 All Tasks Staff Hours

All Tasks	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
System Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Database Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Application Developer III	24,960	24,960	24,960	**74,880**	24,960	24,960	24,960	24,960	24,960	24,960	**149,760**	**224,640**
Application Developer II	44,160	44,160	44,160	**132,480**	44,160	44,160	44,160	44,160	44,160	44,160	**264,960**	**397,440**
Application Test Analyst III	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Application Test Analyst II	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Database Administrator III	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
Database Administrator II	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
System Softw are Specialist III	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
System Softw are Specialist II	23,040	23,040	23,040	**69,120**	23,040	23,040	23,040	23,040	23,040	23,040	**138,240**	**207,360**
System Administrator II	19,200	19,200	19,200	**57,600**	19,200	19,200	19,200	19,200	19,200	19,200	**115,200**	**172,800**
System Administrator I	13,440	13,440	13,440	**40,320**	13,440	13,440	13,440	13,440	13,440	13,440	**80,640**	**120,960**
Operations Specialist II	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
Total Hours	**192,000**	**192,000**	**192,000**	**576,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**1,152,000**	**1,728,000**
Cost												

Exhibit 7-C Total Labor Cost

Table 7-C Total Labor Costs

SOW Task	Year 1	Year 2	Year 3	Total
1 Contract Management				
2 Know ledge Management Services				
3 System Operations Services				
4 Application Maintenance Services				
5 IT Services				
Total Cost				

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Exhibit 7-D Maximum Labor Cost for Extensions

Table 7-D Maximum Labor Cost for Extensions

SOW Task	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total
1 Contract Management							
2 Know ledge Management Services							
3 System Operations Services							
4 Application Maintenance Services							
5 IT Services							
Total Cost							

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Exhibit 7-E Subcontractor Costs

Table 7-E Bid Costs Allocated to Subcontractors

Subcontractor Name	Corresponding % of Bid Price	Corresponding Amount of Bid Price for Base Contract	Corresponding Amount of Bid Price for Extensions	Corresponding Amount of Total Bid Price
Total Subcontractor Cost				

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Table 5-1 Initial Staff Levels

	Initial Staff Levels by Position	1 Contract Management	2 Knowledge Management Services	3 System Operations Services	4 Application Maintenance Services	5 IT Services	Total
1	Application Architect				1.0		**1.0**
2	System Architect			1.0			**1.0**
3	Database Architect			1.0			**1.0**
4	Application Developer III				6.0		**6.0**
5	Application Developer II						
6	Application Test Analyst III				5.0		**5.0**
7	Application Test Analyst II						
8	Database Administrator III			3.0			**3.0**
9	Database Administrator II						
10	System Software Specialist III			8.0			**8.0**
11	System Software Specialist II						
12	System Administrator II						
13	System Administrator I						
14	Operations Specialist II						
				13.0	**12.0**		**25.0**

Table 5-3. Average Staff Levels by Year and Position *Optional Years*

	Position	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
1	Application Architect	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
2	System Architect	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
3	Database Architect	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
4	Application Developer III	13.0	13.0	13.0	13.0	13.0	13.0	13.0	13.0	13.0
5	Application Developer II	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0
6	Application Test Analyst III	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
7	Application Test Analyst II	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
8	Database Administrator III	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
9	Database Administrator II	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
10	System Software Specialist III	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
11	System Software Specialist II	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
12	System Administrator II	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
13	System Administrator I	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
14	Operations Specialist II	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
		100.0	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**

Table 6-1 Staff Levels by Phase

	Initial Staff Levels by Position	Phase 1	Phase 2	Phase 3	Phase 4	Total
1	Application Architect	1.0				1.0
2	System Architect	1.0				1.0
3	Database Architect	1.0				1.0
4	Application Developer III	6.0	1.0	3.0	3.0	13.0
5	Application Developer II		7.0	7.0	9.0	23.0
6	Application Test Analyst III	5.0				5.0
7	Application Test Analyst II		2.0	2.0	1.0	5.0
8	Database Administrator III	3.0				3.0
9	Database Administrator II		1.0	1.0	1.0	3.0
10	System Software Specialist III	8.0				8.0
11	System Software Specialist II		4.0	4.0	4.0	12.0
12	System Administrator II		4.0	3.0	3.0	10.0
13	System Administrator I		3.0	2.0	2.0	7.0
14	Operations Specialist II		3.0	3.0	2.0	8.0
		25.0	**25.0**	**25.0**	**25.0**	**100.0**

Table 6-2 Total Staff Levels

	Total Staff Levels by Position	1 Contract Management	2 Knowledge Management Services	3 System Operations Services	4 Application Maintenance Services	5 IT Services	Total
1	Application Architect				1.0		**1.0**
2	System Architect			1.0			**1.0**
3	Database Architect			1.0			**1.0**
4	Application Developer III				13.0		**13.0**
5	Application Developer II			2.0	21.0		**23.0**
6	Application Test Analyst III				5.0		**5.0**
7	Application Test Analyst II				5.0		**5.0**
8	Database Administrator III			3.0			**3.0**
9	Database Administrator II			3.0			**3.0**
10	System Software Specialist III			8.0			**8.0**
11	System Software Specialist II			12.0			**12.0**
12	System Administrator II					10.0	**10.0**
13	System Administrator I					7.0	**7.0**
14	Operations Specialist II			8.0			**8.0**
				38.0	**45.0**	**17.0**	**100.0**

7-A Classifications and Rates

	Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
1	Application Architect									
2	System Architect									
3	Database Architect									
4	Application Developer III									
5	Application Developer II									
6	Application Test Analyst III									
7	Application Test Analyst II									
8	Database Administrator III									
9	Database Administrator II									
10	System Software Specialist III									
11	System Software Specialist II									
12	System Administrator II									
13	System Administrator I									
14	Operations Specialist II									

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Annual Cost										
Cost Cap	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	216,000,000

Instructions:

1. For each classification above, enter the rate per hour for each contract year in dollars and cents (no more than two decimal places).
2. See Exhibit 7-B for the specified number of hours by classificaiton, month, and year.
3. The total cost for each task is shown on Exhibit 7-C.
4. For convenience, the table above is designed to calculate subsequent years using an annual "RateInflation" variable set on the Parameters tab of this workbook.

This table calculates COLA backwards from year 9.

Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Application Architect									
System Architect									
Database Architect									
Application Developer III									
Application Developer II									
Application Test Analyst III									
Application Test Analyst II									
Database Administrator III									
Database Administrator II									
System Software Specialist III									
System Software Specialist II									
System Administrator II									
System Administrator I									
Operations Specialist II									

Annual Cost										
Cost Cap	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	216,000,000

Exhibit 7-B

Hours *Base years* *Optional years*

	3 System Operations	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
1	Application Architect												
2	System Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
3	Database Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
4	Application Developer III												
5	Application Developer II	3,840	3,840	3,840	**11,520**	3,840	3,840	3,840	3,840	3,840	3,840	**23,040**	**34,560**
6	Application Test Analyst III												
7	Application Test Analyst II												
8	Database Administrator III	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
9	Database Administrator II	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
10	System Software Specialist III	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
11	System Software Specialist II	23,040	23,040	23,040	**69,120**	23,040	23,040	23,040	23,040	23,040	23,040	**138,240**	**207,360**
12	System Administrator II												
13	System Administrator I												
14	Operations Specialist II	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
	Total Hours	**72,960**	**72,960**	**72,960**	**218,880**	**72,960**	**72,960**	**72,960**	**72,960**	**72,960**	**72,960**	**437,760**	**656,640**
	Cost												

Pys

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
1									
2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
3	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
4									
5	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
6									
7									
8	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
9	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
10	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
11	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
12									
13									
14	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
	38.0	**38.0**	**38.0**	**38.0**	**38.0**	**38.0**	**38.0**	**38.0**	**38.0**

	4 Application Maintenance	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
1	Application Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
2	System Architect												
3	Database Architect												
4	Application Developer III	24,960	24,960	24,960	**74,880**	24,960	24,960	24,960	24,960	24,960	24,960	**149,760**	**224,640**
5	Application Developer II	40,320	40,320	40,320	**120,960**	40,320	40,320	40,320	40,320	40,320	40,320	**241,920**	**362,880**
6	Application Test Analyst III	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
7	Application Test Analyst II	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
8	Database Administrator III												
9	Database Administrator II												
10	System Software Specialist III												
11	System Software Specialist II												
12	System Administrator II												
13	System Administrator I												
14	Operations Specialist II												
	Total Hours	**86,400**	**86,400**	**86,400**	**259,200**	**86,400**	**86,400**	**86,400**	**86,400**	**86,400**	**86,400**	**518,400**	**777,600**
	Cost												

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
2									
3									
4	13.0	13.0	13.0	13.0	13.0	13.0	13.0	13.0	13.0
5	21.0	21.0	21.0	21.0	21.0	21.0	21.0	21.0	21.0
6	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
7	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
8									
9									
10									
11									
12									
13									
14									
	45.0	**45.0**	**45.0**	**45.0**	**45.0**	**45.0**	**45.0**	**45.0**	**45.0**

	5 IT Services	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
	Application Architect												
	System Architect												
	Database Architect												
	Application Developer III												
	Application Developer II												
	Application Test Analyst III												
	Application Test Analyst II												
	Database Administrator III												
	Database Administrator II												
	System Software Specialist III												
	System Software Specialist II												
	System Administrator II	19,200	19,200	19,200	**57,600**	19,200	19,200	19,200	19,200	19,200	19,200	**115,200**	**172,800**
	System Administrator I	13,440	13,440	13,440	**40,320**	13,440	13,440	13,440	13,440	13,440	13,440	**80,640**	**120,960**
	Operations Specialist II												
	Total Hours	**32,640**	**32,640**	**32,640**	**97,920**	**32,640**	**32,640**	**32,640**	**32,640**	**32,640**	**32,640**	**195,840**	**293,760**
	Cost												

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
13	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
14									
	17.0	**17.0**	**17.0**	**17.0**	**17.0**	**17.0**	**17.0**	**17.0**	**17.0**

All Tasks	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
System Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Database Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Application Developer III	24,960	24,960	24,960	**74,880**	24,960	24,960	24,960	24,960	24,960	24,960	**149,760**	**224,640**
Application Developer II	44,160	44,160	44,160	**132,480**	44,160	44,160	44,160	44,160	44,160	44,160	**264,960**	**397,440**

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
13.0	13.0	13.0	13.0	13.0	13.0	13.0	13.0	13.0
23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0

Exhibit 7-B

Application Test Analyst III	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Application Test Analyst II	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Database Administrator III	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
Database Administrator II	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
System Software Specialist III	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
System Software Specialist II	23,040	23,040	23,040	**69,120**	23,040	23,040	23,040	23,040	23,040	23,040	**138,240**	**207,360**
System Administrator II	19,200	19,200	19,200	**57,600**	19,200	19,200	19,200	19,200	19,200	19,200	**115,200**	**172,800**
System Administrator I	13,440	13,440	13,440	**40,320**	13,440	13,440	13,440	13,440	13,440	13,440	**80,640**	**120,960**
Operations Specialist II	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
Total Hours	**192,000**	**192,000**	**192,000**	**576,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**1,152,000**	**1,728,000**
Cost												

5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
100.0	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**

Hours by Task

Task	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
1 Contract Management												
2 Knowledge Management Services												
3 System Operations Services	72,960	72,960	72,960	**218,880**	72,960	72,960	72,960	72,960	72,960	72,960	**437,760**	**656,640**
4 Application Maintenance Ser	86,400	86,400	86,400	**259,200**	86,400	86,400	86,400	86,400	86,400	86,400	**518,400**	**777,600**
5 IT Services	32,640	32,640	32,640	**97,920**	32,640	32,640	32,640	32,640	32,640	32,640	**195,840**	**293,760**
Total Hours	**192,000**	**192,000**	**192,000**	**576,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**1,152,000**	**1,728,000**

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0
45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0
17.0	17.0	17.0	17.0	17.0	17.0	17.0	17.0	17.0
100.0	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**

Cost by Task

Task	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
1 Contract Management												
2 Knowledge Management Services												
3 System Operations Services												
4 Application Maintenance Ser												
5 IT Services												
Total Cost												
Cost Cap	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$72,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$144,000,000**	**$216,000,000**

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
$24,000,000	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**

Unanticipated Tasks												
Total Cost												

$24,000,000	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**

7-C Total Labor Cost

SOW Task	Year 1	Year 2	Year 3	Total
1 Contract Management				
2 Knowledge Management Services				
3 System Operations Services				
4 Application Maintenance Services				
5 IT Services				
Total Cost				

Instructions:
1. DO NOT ENTER VALUES IN THE TABLES ABOVE!
Costs will be generated automatically based on inputs to Exhibit 7-A.
2. Submit as Exhibit 7-C

7-D Maximum Labor Cost for Extension

SOW Task	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total
1 Contract Management							
2 Knowledge Management Services							
3 System Operations Services							
4 Application Maintenance Services							
5 IT Services							
Total Cost							

Instructions:
1. DO NOT ENTER VALUES IN THE TABLES ABOVE!
Costs will be generated automatically based on inputs to Exhibit 7-A.
2. Submit as Exhibit 7-D

7-E Subcontractor Cost

Subcontractor Name	Corresponding % of Bid Price	Corresponding Amount of Bid Price for Base Contract	Corresponding Amount of Bid Price for Extensions	Corresponding Amount of Total Bid Price	Base Contract Percentage	Extension Percentage
Total Subcontractor Cost					**#DIV/0!**	**#DIV/0!**

Instructions:

1. Enter subcontractor name and corresponding % of bid price from GSPD-05-105.
2. Enter corresponding amount for base contract and for extensions.
3. Corresponding amount for base contract must meet or exceed the corresponding % times the bid price from Exhibit 7-C.
4. Submit as Exhibit 7-E

Base Contract Total Labor Cost:		

X-Ref	Statement of Work Task	Application Architect	System Architect	Database Architect	Application Developer III	Application Developer II	Application Test Analyst III	Application Test Analyst II	Database Administrator III	Database Administrator II	System Software Specialist III	System Software Specialist II	System Administrator II	System Administrator I	Operations Specialist II	Total
6.2.1	Task 1 – Contract Management															**0.0**
6.2.1.1	Task Accomplishment Plan (TAP)															**0.0**
6.2.1.2	Monthly Status Report (MSR)															**0.0**
6.2.1.3	Monthly Issue Management Meeting															**0.0**
6.2.1.4	Resource Management															**0.0**
6.2.2	Task 2 – Knowledge Management Services															**0.0**
6.2.2.1	Transition-In Planning															**0.0**
6.2.2.2	Transition-In Execution															**0.0**
6.2.2.3	Operations Readiness Assessment															**0.0**
6.2.2.4	Knowledge Management Planning															**0.0**
6.2.2.5	Knowledge Management Execution															**0.0**
6.2.3	Task 3 – System Operations Services															**0.0**
6.2.3.1	Production Operations					1.0										**1.0**
6.2.3.2	Production Support					1.0									8.0	**9.0**
6.2.3.3	Configuration Management										1.0	3.0				**4.0**
6.2.3.4	Security Administration											1.0				**1.0**
6.2.3.5	Technical Architecture		1.0								3.0	3.0				**7.0**
6.2.3.6	Unix Administration										1.0	1.0				**2.0**
6.2.3.7	Database Design & Reporting			1.0						1.0						**2.0**
6.2.3.8	Database Administration								3.0	2.0						**5.0**
6.2.3.9	Systems Performance										3.0	4.0				**7.0**
	Subtotal	**0.0**	**1.0**	**1.0**	**0.0**	**2.0**	**0.0**	**0.0**	**3.0**	**3.0**	**8.0**	**12.0**	**0.0**	**0.0**	**8.0**	**38.0**
6.2.4	Task 4 – Application Maintenance Services	1.0														**1.0**
6.2.4.1	CSE Application Maintenance				10.0	9.0										**19.0**
6.2.4.2	Reports and Forms Maintenance				1.0	9.0										**10.0**
6.2.4.3	Release Management															**0.0**
6.2.4.4	Application Production Support				2.0	3.0										**5.0**
6.2.4.5	Application Testing						5.0	5.0								**10.0**
	Subtotal	**1.0**	**0.0**	**0.0**	**13.0**	**21.0**	**5.0**	**5.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**45.0**
6.2.5	Task 5 – IT Services															**0.0**
6.2.5.1	System Support												4.0	1.0		**5.0**
6.2.5.2	Desktop Support													6.0		**6.0**
6.2.5.3	Network Support												6.0			**6.0**
	Subtotal	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**10.0**	**7.0**	**0.0**	**17.0**
	Total	**1.0**	**1.0**	**1.0**	**13.0**	**23.0**	**5.0**	**5.0**	**3.0**	**3.0**	**8.0**	**12.0**	**10.0**	**7.0**	**8.0**	**100.0**

Parameters

StartDate	9/1/2010
HoursPerMont	160
HoursPerYear	1920
RateInflation	2%
CostCap	24,000,000

Table 5-1 Initial Staff Levels

	Initial Staff Levels by Position	1 Contract Management	2 Knowledge Management Services	3 System Operations Services	4 Application Maintenance Services	5 IT Services	Total
1	Application Architect				1.0		**1.0**
2	System Architect			1.0			**1.0**
3	Database Architect			1.0			**1.0**
4	Application Developer III				6.0		**6.0**
5	Application Developer II						
6	Application Test Analyst III				5.0		**5.0**
7	Application Test Analyst II						
8	Database Administrator III			3.0			**3.0**
9	Database Administrator II						
10	System Software Specialist III			8.0			**8.0**
11	System Software Specialist II						
12	System Administrator II						
13	System Administrator I						
14	Operations Specialist II						
				13.0	**12.0**		**25.0**

Table 5-3. Average Staff Levels by Year and Position *Optional Years*

	Position	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
1	Application Architect	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
2	System Architect	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
3	Database Architect	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
4	Application Developer III	13.0	13.0	13.0	13.0	13.0	13.0	13.0	13.0	13.0
5	Application Developer II	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0
6	Application Test Analyst III	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
7	Application Test Analyst II	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
8	Database Administrator III	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
9	Database Administrator II	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
10	System Software Specialist III	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
11	System Software Specialist II	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
12	System Administrator II	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
13	System Administrator I	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
14	Operations Specialist II	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
		100.0	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**

Does not reflect ramp up/transition-in.

Table 6-1 Staff Levels by Phase

	Initial Staff Levels by Position	Phase 1	Phase 2	Phase 3	Phase 4	Total
1	Application Architect	1.0				1.0
2	System Architect	1.0				1.0
3	Database Architect	1.0				1.0
4	Application Developer III	6.0	1.0	3.0	3.0	13.0
5	Application Developer II		7.0	7.0	9.0	23.0
6	Application Test Analyst III	5.0				5.0
7	Application Test Analyst II		2.0	2.0	1.0	5.0
8	Database Administrator III	3.0				3.0
9	Database Administrator II		1.0	1.0	1.0	3.0
10	System Software Specialist III	8.0				8.0
11	System Software Specialist II		4.0	4.0	4.0	12.0
12	System Administrator II		4.0	3.0	3.0	10.0
13	System Administrator I		3.0	2.0	2.0	7.0
14	Operations Specialist II		3.0	3.0	2.0	8.0
		25.0	**25.0**	**25.0**	**25.0**	**100.0**

Table 6-2 Total Staff Levels

	Total Staff Levels by Position	1 Contract Management	2 Knowledge Management Services	3 System Operations Services	4 Application Maintenance Services	5 IT Services	Total
1	Application Architect				1.0		**1.0**
2	System Architect			1.0			**1.0**
3	Database Architect			1.0			**1.0**
4	Application Developer III				13.0		**13.0**
5	Application Developer II			2.0	21.0		**23.0**
6	Application Test Analyst III				5.0		**5.0**
7	Application Test Analyst II				5.0		**5.0**
8	Database Administrator III			3.0			**3.0**
9	Database Administrator II			3.0			**3.0**
10	System Software Specialist III			8.0			**8.0**
11	System Software Specialist II			12.0			**12.0**
12	System Administrator II					10.0	**10.0**
13	System Administrator I					7.0	**7.0**
14	Operations Specialist II			8.0			**8.0**
				38.0	**45.0**	**17.0**	**100.0**

7-A Classifications and Rates

	Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
1	Application Architect	141.00	143.82	146.70	149.63	152.62	155.67	158.78	161.96	165.20
2	System Architect	136.00	138.72	141.49	144.32	147.21	150.15	153.15	156.21	159.33
3	Database Architect	141.00	143.82	146.70	149.63	152.62	155.67	158.78	161.96	165.20
4	Application Developer III	126.00	128.52	131.09	133.71	136.38	139.11	141.89	144.73	147.62
5	Application Developer II	113.00	115.26	117.57	119.92	122.32	124.77	127.27	129.82	132.42
6	Application Test Analyst III	119.00	121.38	123.81	126.29	128.82	131.40	134.03	136.71	139.44
7	Application Test Analyst II	104.00	106.08	108.20	110.36	112.57	114.82	117.12	119.46	121.85
8	Database Administrator III	126.00	128.52	131.09	133.71	136.38	139.11	141.89	144.73	147.62
9	Database Administrator II	113.00	115.26	117.57	119.92	122.32	124.77	127.27	129.82	132.42
10	System Software Specialist III	123.00	125.46	127.97	130.53	133.14	135.80	138.52	141.29	144.12
11	System Software Specialist II	109.00	111.18	113.40	115.67	117.98	120.34	122.75	125.21	127.71
12	System Administrator II	99.00	100.98	103.00	105.06	107.16	109.30	111.49	113.72	115.99
13	System Administrator I	75.00	76.50	78.03	79.59	81.18	82.80	84.46	86.15	87.87
14	Operations Specialist II	42.00	42.84	43.70	44.57	45.46	46.37	47.30	48.25	49.22

-- Do not paste any data below this line into the Bid.

Annual Cost	20,409,600	20,817,792	21,234,374	21,658,906	22,091,942	22,533,907	22,985,088	23,445,254	23,914,080	199,090,944
Cost Cap	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	216,000,000

Instructions:

1. For each classification above, enter the rate per hour for each contract year in dollars and cents (no more than two decimal places).
2. See Exhibit 7-B for the specified number of hours by classificaiton, month, and year.
3. The total cost for each task is shown on Exhibit 7-C.
4. For convenience, the table above is designed to calculate subsequent years using an annual "RateInflation" variable set on the Parameters tab of this workbook.

This table calculates COLA backwards from year 9.

Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Application Architect	140.82	143.64	146.51	149.44	152.43	155.48	158.59	161.76	165.00
System Architect	136.54	139.27	142.06	144.90	147.80	150.76	153.78	156.86	160.00
Database Architect	140.82	143.64	146.51	149.44	152.43	155.48	158.59	161.76	165.00
Application Developer III	128.03	130.59	133.20	135.86	138.58	141.35	144.18	147.06	150.00
Application Developer II	110.96	113.18	115.44	117.75	120.10	122.50	124.95	127.45	130.00
Application Test Analyst III	119.47	121.86	124.30	126.79	129.33	131.92	134.56	137.25	140.00
Application Test Analyst II	102.42	104.47	106.56	108.69	110.86	113.08	115.34	117.65	120.00
Database Administrator III	128.03	130.59	133.20	135.86	138.58	141.35	144.18	147.06	150.00
Database Administrator II	110.96	113.18	115.44	117.75	120.10	122.50	124.95	127.45	130.00
System Software Specialist III	123.75	126.23	128.75	131.33	133.96	136.64	139.37	142.16	145.00
System Software Specialist II	106.69	108.82	111.00	113.22	115.48	117.79	120.15	122.55	125.00
System Administrator II	98.17	100.13	102.13	104.17	106.25	108.37	110.54	112.75	115.00
System Administrator I	76.81	78.35	79.92	81.52	83.15	84.81	86.51	88.24	90.00
Operations Specialist II	42.68	43.53	44.40	45.29	46.20	47.12	48.06	49.02	50.00

Annual Cost	20,336,947	20,743,661	21,158,323	21,581,530	22,012,954	22,452,960	22,902,240	23,360,179	23,827,200	198,375,994
Cost Cap	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	216,000,000

Hours *Base years* *Optional years*

	3 System Operations	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
1	Application Architect												
2	System Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
3	Database Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
4	Application Developer III												
5	Application Developer II	3,840	3,840	3,840	**11,520**	3,840	3,840	3,840	3,840	3,840	3,840	**23,040**	**34,560**
6	Application Test Analyst III												
7	Application Test Analyst II												
8	Database Administrator III	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
9	Database Administrator II	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
10	System Software Specialist III	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
11	System Software Specialist II	23,040	23,040	23,040	**69,120**	23,040	23,040	23,040	23,040	23,040	23,040	**138,240**	**207,360**
12	System Administrator II												
13	System Administrator I												
14	Operations Specialist II	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
	Total Hours	**72,960**	**72,960**	**72,960**	**218,880**	**72,960**	**72,960**	**72,960**	**72,960**	**72,960**	**72,960**	**437,760**	**656,640**
	Cost	**$7,388,160**	**$7,535,923**	**$7,686,662**	**$22,610,745**	**$7,840,358**	**$7,997,050**	**$8,157,005**	**$8,320,339**	**$8,486,976**	**$8,656,762**	**$49,458,490**	**$72,069,235**

Pys

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
1									
2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
3	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
4									
5	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
6									
7									
8	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
9	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
10	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
11	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
12									
13									
14	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
	38.0	**38.0**	**38.0**	**38.0**	**38.0**	**38.0**	**38.0**	**38.0**	**38.0**

	4 Application Maintenance	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
1	Application Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
2	System Architect												
3	Database Architect												
4	Application Developer III	24,960	24,960	24,960	**74,880**	24,960	24,960	24,960	24,960	24,960	24,960	**149,760**	**224,640**
5	Application Developer II	40,320	40,320	40,320	**120,960**	40,320	40,320	40,320	40,320	40,320	40,320	**241,920**	**362,880**
6	Application Test Analyst III	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
7	Application Test Analyst II	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
8	Database Administrator III												
9	Database Administrator II												
10	System Software Specialist III												
11	System Software Specialist II												
12	System Administrator II												
13	System Administrator I												
14	Operations Specialist II												
	Total Hours	**86,400**	**86,400**	**86,400**	**259,200**	**86,400**	**86,400**	**86,400**	**86,400**	**86,400**	**86,400**	**518,400**	**777,600**
	Cost	**$10,112,640**	**$10,314,893**	**$10,521,389**	**$30,948,922**	**$10,731,706**	**$10,946,362**	**$11,165,510**	**$11,388,998**	**$11,616,998**	**$11,849,338**	**$67,698,912**	**$98,647,834**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
2									
3									
4	13.0	13.0	13.0	13.0	13.0	13.0	13.0	13.0	13.0
5	21.0	21.0	21.0	21.0	21.0	21.0	21.0	21.0	21.0
6	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
7	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
8									
9									
10									
11									
12									
13									
14									
	45.0	**45.0**	**45.0**	**45.0**	**45.0**	**45.0**	**45.0**	**45.0**	**45.0**

	5 IT Services	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
	Application Architect												
	System Architect												
	Database Architect												
	Application Developer III												
	Application Developer II												
	Application Test Analyst III												
	Application Test Analyst II												
	Database Administrator III												
	Database Administrator II												
	System Software Specialist III												
	System Software Specialist II												
	System Administrator II	19,200	19,200	19,200	**57,600**	19,200	19,200	19,200	19,200	19,200	19,200	**115,200**	**172,800**
	System Administrator I	13,440	13,440	13,440	**40,320**	13,440	13,440	13,440	13,440	13,440	13,440	**80,640**	**120,960**
	Operations Specialist II												
	Total Hours	**32,640**	**32,640**	**32,640**	**97,920**	**32,640**	**32,640**	**32,640**	**32,640**	**32,640**	**32,640**	**195,840**	**293,760**
	Cost	**$2,908,800**	**$2,966,976**	**$3,026,323**	**$8,902,099**	**$3,086,842**	**$3,148,531**	**$3,211,392**	**$3,275,750**	**$3,341,280**	**$3,407,981**	**$19,471,776**	**$28,373,875**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
	17.0	**17.0**	**17.0**	**17.0**	**17.0**	**17.0**	**17.0**	**17.0**	**17.0**

All Tasks	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
System Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Database Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Application Developer III	24,960	24,960	24,960	**74,880**	24,960	24,960	24,960	24,960	24,960	24,960	**149,760**	**224,640**
Application Developer II	44,160	44,160	44,160	**132,480**	44,160	44,160	44,160	44,160	44,160	44,160	**264,960**	**397,440**
Application Test Analyst III	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Application Test Analyst II	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Database Administrator III	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
Database Administrator II	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
System Software Specialist III	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
System Software Specialist II	23,040	23,040	23,040	**69,120**	23,040	23,040	23,040	23,040	23,040	23,040	**138,240**	**207,360**
System Administrator II	19,200	19,200	19,200	**57,600**	19,200	19,200	19,200	19,200	19,200	19,200	**115,200**	**172,800**
System Administrator I	13,440	13,440	13,440	**40,320**	13,440	13,440	13,440	13,440	13,440	13,440	**80,640**	**120,960**
Operations Specialist II	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
Total Hours	**192,000**	**192,000**	**192,000**	**576,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**1,152,000**	**1,728,000**
Cost	**$20,409,600**	**$20,817,792**	**$21,234,374**	**$62,461,766**	**$21,658,906**	**$22,091,942**	**$22,533,907**	**$22,985,088**	**$23,445,254**	**$23,914,080**	**$136,629,177**	**$199,090,943**

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
13.0	13.0	13.0	13.0	13.0	13.0	13.0	13.0	13.0
23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0
5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
100.0	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**

Hours by Task

Task	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
1 Contract Management												
2 Knowledge Management Services												
3 System Operations Services	72,960	72,960	72,960	**218,880**	72,960	72,960	72,960	72,960	72,960	72,960	**437,760**	**656,640**
4 Application Maintenance Ser	86,400	86,400	86,400	**259,200**	86,400	86,400	86,400	86,400	86,400	86,400	**518,400**	**777,600**
5 IT Services	32,640	32,640	32,640	**97,920**	32,640	32,640	32,640	32,640	32,640	32,640	**195,840**	**293,760**
Total Hours	**192,000**	**192,000**	**192,000**	**576,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**1,152,000**	**1,728,000**

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0
45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0
17.0	17.0	17.0	17.0	17.0	17.0	17.0	17.0	17.0
100.0	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**

Cost by Task

Task	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
1 Contract Management												
2 Knowledge Management Services												
3 System Operations Services	7,388,160	7,535,923	7,686,662	**$22,610,745**	7,840,358	7,997,050	8,157,005	8,320,339	8,486,976	8,656,762	**$49,458,490**	**$72,069,235**
4 Application Maintenance Ser	10,112,640	10,314,893	10,521,389	**$30,948,922**	10,731,706	10,946,362	11,165,510	11,388,998	11,616,998	11,849,338	**$67,698,912**	**$98,647,834**
5 IT Services	2,908,800	2,966,976	3,026,323	**$8,902,099**	3,086,842	3,148,531	3,211,392	3,275,750	3,341,280	3,407,981	**$19,471,776**	**$28,373,875**
Total Cost	**$20,409,600**	**$20,817,792**	**$21,234,374**	**$62,461,766**	**$21,658,906**	**$22,091,942**	**$22,533,907**	**$22,985,088**	**$23,445,254**	**$23,914,080**	**$136,629,177**	**$199,090,943**
Cost Cap	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$72,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$144,000,000**	**$216,000,000**
Unanticipated Tasks	2,040,960	2,081,779	2,123,437	6,246,177	2,165,891	2,209,194	2,253,391	2,298,509	2,344,525	2,391,408	13,662,918	19,909,094
Total Cost	**$22,450,560**	**$22,899,571**	**$23,357,811**	**$68,707,943**	**$23,824,797**	**$24,301,136**	**$24,787,298**	**$25,283,597**	**$25,789,779**	**$26,305,488**	**$150,292,095**	**$219,000,037**

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
7,388,160	7,535,923	7,686,662	7,840,358	7,997,050	8,486,976	8,656,762	49,458,490	72,069,235
10,112,640	10,314,893	10,521,389	10,731,706	10,946,362	11,616,998	11,849,338	67,698,912	98,647,834
2,908,800	2,966,976	3,026,323	3,086,842	3,148,531	3,341,280	3,407,981	19,471,776	28,373,875
$20,409,600	**$20,817,792**	**$21,234,374**	**$21,658,906**	**$22,091,943**	**$23,445,254**	**$23,914,081**	**$136,629,178**	**$199,090,944**
$24,000,000	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**
2,040,960	2,081,779	2,123,437	2,165,891	2,209,194	2,344,525	2,391,408	13,662,918	19,909,094
$49,359,360	**$49,866,547**	**$50,384,134**	**$50,911,639**	**$51,449,668**	**$53,131,059**	**$53,713,470**	**$193,763,872**	**$271,373,913**

7-C Total Labor Cost

SOW Task	Year 1	Year 2	Year 3	Total
1 Contract Management				
2 Knowledge Management Services				
3 System Operations Services	7,388,160	7,535,923	7,686,662	**$22,610,745**
4 Application Maintenance Services	10,112,640	10,314,893	10,521,389	**$30,948,922**
5 IT Services	2,908,800	2,966,976	3,026,323	**$8,902,099**
Total Cost	**$20,409,600**	**$20,817,792**	**$21,234,374**	**$62,461,766**

Instructions:
1. DO NOT ENTER VALUES IN THE TABLES ABOVE!
Costs will be generated automatically based on inputs to Exhibit 7-A.
2. Submit as Exhibit 7-C

7-D Maximum Labor Cost for Extension

SOW Task	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total
1 Contract Management							
2 Knowledge Management Services							
3 System Operations Services	7,840,358	7,997,050	8,157,005	8,320,339	8,486,976	8,656,762	**$49,458,490**
4 Application Maintenance Services	10,731,706	10,946,362	11,165,510	11,388,998	11,616,998	11,849,338	**$67,698,912**
5 IT Services	3,086,842	3,148,531	3,211,392	3,275,750	3,341,280	3,407,981	**$19,471,776**
Total Cost	**$21,658,906**	**$22,091,943**	**$22,533,907**	**$22,985,087**	**$23,445,254**	**$23,914,081**	**$136,629,178**

Instructions:

1. DO NOT ENTER VALUES IN THE TABLES ABOVE!

Costs will be generated automatically based on inputs to Exhibit 7-A.

2. Submit as Exhibit 7-D

7-E Subcontractor Cost

SubContractor	Corresponding % of Bid Price	Corresponding Amount of Bid Price for Base Contract	Corresponding Amount of Bid Price for Extensions	Corresponding Amount of Total Bid Price	Base Contract Percentage	Extension Percentage
Subcontractor A	5.0%	4,000,000	8,000,000	**$12,000,000**	6.4%	5.9%
Subcontractor B	3.0%	3,000,000	6,000,000	**$9,000,000**	4.8%	4.4%
Subcontractor C	25.0%	15,000,000	30,000,000	**$45,000,000**	24.0%	22.0%
Total Subcontractor Cost	**33.0%**	**$22,000,000**	**$44,000,000**	**$66,000,000**	**35.2%**	**32.2%**

Instructions:

1. Enter subcontractor name and corresponding % of bid price from GSPD-05-105.
2. Enter corresponding amount for base contract and for extensions.
3. Corresponding amount for base contract must meet or exceed the corresponding % times the bid price from Exhibit 7-C.
4. Submit as Exhibit 7-E

Base Contract Total Labor Cost:	**$62,461,766**	**$136,629,178**

X-Ref	Statement of Work Task	Application Architect	System Architect	Database Architect	Application Developer III	Application Developer II	Application Test Analyst III	Application Test Analyst II	Database Administrator III	Database Administrator II	System Software Specialist III	System Software Specialist II	System Administrator II	System Administrator I	Operations Specialist II	Total
6.2.1	Task 1 – Contract Management															**0.0**
6.2.1.1	Task Accomplishment Plan (TAP)															**0.0**
6.2.1.2	Monthly Status Report (MSR)															**0.0**
6.2.1.3	Monthly Issue Management Meeting															**0.0**
6.2.1.4	Resource Management															**0.0**
6.2.2	Task 2 – Knowledge Management Services															**0.0**
6.2.2.1	Transition-In Planning															**0.0**
6.2.2.2	Transition-In Execution															**0.0**
6.2.2.3	Operations Readiness Assessment															**0.0**
6.2.2.4	Knowledge Management Planning															**0.0**
6.2.2.5	Knowledge Management Execution															**0.0**
6.2.3	Task 3 – System Operations Services															**0.0**
6.2.3.1	Production Operations					1.0										**1.0**
6.2.3.2	Production Support					1.0									8.0	**9.0**
6.2.3.3	Configuration Management										1.0	3.0				**4.0**
6.2.3.4	Security Administration											1.0				**1.0**
6.2.3.5	Technical Architecture		1.0								3.0	3.0				**7.0**
6.2.3.6	Unix Administration										1.0	1.0				**2.0**
6.2.3.7	Database Design & Reporting			1.0						1.0						**2.0**
6.2.3.8	Database Administration								3.0	2.0						**5.0**
6.2.3.9	Systems Performance										3.0	4.0				**7.0**
	Subtotal	**0.0**	**1.0**	**1.0**	**0.0**	**2.0**	**0.0**	**0.0**	**3.0**	**3.0**	**8.0**	**12.0**	**0.0**	**0.0**	**8.0**	**38.0**
6.2.4	Task 4 – Application Maintenance Services	1.0														**1.0**
6.2.4.1	CSE Application Maintenance				10.0	9.0										**19.0**
6.2.4.2	Reports and Forms Maintenance				1.0	9.0										**10.0**
6.2.4.3	Release Management															**0.0**
6.2.4.4	Application Production Support				2.0	3.0										**5.0**
6.2.4.5	Application Testing						5.0	5.0								**10.0**
	Subtotal	**1.0**	**0.0**	**0.0**	**13.0**	**21.0**	**5.0**	**5.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**45.0**
6.2.5	Task 5 – IT Services															**0.0**
6.2.5.1	System Support												4.0	1.0		**5.0**
6.2.5.2	Desktop Support													6.0		**6.0**
6.2.5.3	Network Support												6.0			**6.0**
	Subtotal	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**10.0**	**7.0**	**0.0**	**17.0**
	Total	**1.0**	**1.0**	**1.0**	**13.0**	**23.0**	**5.0**	**5.0**	**3.0**	**3.0**	**8.0**	**12.0**	**10.0**	**7.0**	**8.0**	**100.0**

Parameters

StartDate	9/1/2010
HoursPerMont	160
HoursPerYear	1920
RateInflation	2%
CostCap	24,000,000

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8. BID FORMAT

8.1 Introduction

These instructions prescribe the mandatory Bid format and the approach for the development and presentation of Bids. Format instructions must be followed, all requirements and questions in the IFB must be answered, and all requested data must be supplied. Submissions include a Final Bid.

Bids must address requirements in Section 5, Administrative Requirements, and Section 6, Statement of Work Requirements, of the IFB in the order in which they are presented. Each IFB requirement response in the Bid should reference the exact location where the requirement is found in the IFB. The Bidder must respond to all requirements.

Final Bids must be submitted in both electronic and hard copy format. All pages in the Bid should be standard 8½ x 11 paper, except charts and diagrams, which may be foldouts. If foldouts are used, the folded size should fit within the 8½ x 11 format. The hard copy Bid must be provided in 3-ring binders. Electronic copies must be in the original published and editable format (e.g., Excel, Word, Visio, Photoshop, etc.).

Page numbers should be located in the same page position throughout the Bid. Figures, tables and charts should be assigned index numbers and should be referenced by these numbers in the Bid text and in the Bid Table of Contents. Figures should be placed as close to text references as possible.

The following should be shown on each page of the Bid:

IFB CSS 188
Name of the Bidder
Bid volume number
Bid part
Page number

The Bid shall be completely sealed. One (1) complete set of all required volumes shall be clearly marked “MASTER COPY.” Costs must be sealed separately and clearly labeled: Volume 3 - Costs. Each sealed Bid container should be labeled as follows:

Name of Bidder
IFB CSS 188
Final Bid

See Section 2.3, Bid Steps, for more details on Bid submission.

8.2 Bid Format and Content

The Final Bid must be submitted on the dates specified in Section 1.6, Key Action Dates and in the manner specified in Section 2, Rules Governing Competition. The Final Bid must be submitted in the number of copies indicated, and must be structured in the following manner:

Volume 1 – Response to Requirements	1 Master copy and 8 copies

- Cover Letter
- Table of Contents
- Part 1 – Executive Summary
- Part 2 – Response to Administrative Requirements
- Part 3 – Response to Statement of Work Requirements

Volume 2 – Complete Contract 1 Master copy and 2 copies

Volume 3 – Costs 1 Master copy and 2 copies

- Exhibits 7-A through 7-D, Cost Tables
- CD-ROM – 1 Electronic copy of Vol 3

Volume 4 – Literature 1 Master copy and 2 copies

CD-ROM – 1 Electronic copy of Volumes 1, 2, and 4

DO NOT INCLUDE COST DATA ON THIS CD-ROM

One (1) complete set of all Bid volumes shall be clearly marked “MASTER COPY”.

COST INFORMATION SHALL ONLY BE PROVIDED IN VOLUME 3, COSTS.

8.2.1 Volume 1 – Response to Requirements

Volume 1 must be in the order and format indicated below. The organization of the Bid volume must be as follows:

1. Cover Letter

   The Cover Letter must be prepared and signed in accordance with Section 2.3.5.5, Signature of Bid, and Section 5.1, Compliance with Administrative Requirements, Responding to the IFB. The Cover Letter must be included as the first page of Bid Volume 1. COST INFORMATION MUST NOT BE INCLUDED IN THE COVER LETTER.

2. Table of Contents

   All parts of the Final Bid specified in Section 8, Bid Format, such as volumes, parts, tabs, and exhibits should be identified by volume, part, and page number in the Table of Contents. All tables, figures, charts and graphs should be identified by index number and page number in a Table of Tables and Table of Figures.

3. Part 1 - Executive Summary

   Volume 1, Part 1 should contain an Executive Summary of the salient features of the Bid. The Executive Summary should condense and highlight the contents of the Bid to provide a broad understanding of the entire Bid. The Executive Summary should include conclusions and generalized recommendations. Such conclusions and recommendations will not be evaluated and will not be a factor in selection of the successful Bid. COST

INFORMATION MUST NOT BE INCLUDED IN THE EXECUTIVE SUMMARY.

4. Part 2 - Response to Administrative Requirements

   Volume 1, Part 2 must contain all documentation required to be submitted in response to the requirements specified in Section 5, Administrative Requirements.

   The organization of Part 2 must be:

   Tab 2.1 Exhibit 5-A, Administrative Requirements Certification

   Tab 2.2 Bidder Declaration (GSPD-05-105)

   Tab 2.3 Exhibit 5-B, Corporate Background and Experience forms for Bidder

   Tab 2.4 Exhibit 5-C, Corporate Client Reference forms for Bidder

   Tab 2.5 Exhibit 5-B, Corporate Background and Experience forms for Subcontractors

   Tab 2.6 Exhibit 5-C, Corporate Client Reference forms for Subcontractors

   Tab 2.7 Staffing Plan

   Tab 2.8 Initial Staff Resumes

   Tab 2.9 Exhibit 5-D, Staff Client Reference forms for each senior staff member.

   Tab 2.10 Secretary of State Certification

   Tab 2.11 Payee Data Record (STD 204)

   Tab 2.12 Exhibit 5-E, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Transactions

   Tab 2.13 Certificate of Insurance

   Tab 2.14 Exhibit 5-F, Workplace Policy Enforcement

   Tab 2.15 Disabled Veteran Business Enterprise Declarations (STD 843)

   Tab 2.16 Exhibit 5-G, Commercially Useful Function

   Tab 2.17 EZA Preference (STD 831, OPTIONAL)

   Tab 2.18 TACPA Preference (STD 830, OPTIONAL)

   Tab 2.19 LAMBRA Preference (STD 832, OPTIONAL)

   Tab 2.20 Manufacturer’s Summary of Contract Activities and Labor Hours (DGS/PD 525, OPTIONAL)

Tab 2.21 Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 526, OPTIONAL)

Tab 2.22 Exhibit 5-H, Intent to Claim Small Business Preference (OPTIONAL)

All Tabs must be included in the response. For those Tabs which do not apply to the Bid, a page shall be inserted under that particular tab indicating that the Bidder is not submitting any information for this particular tab as it does not apply to their Bid.

5. Part 3 - Response to Statement of Work Requirements

   The organization of Part 3 must be:

   Tab 3.1 Exhibit 6-A, Statement of Work Requirements Certification

8.2.2 Volume 2 – Contract

This volume must contain the complete and signed Contract (Std 213) with all appropriate blanks completed and with State approved contract language. Do not include standard contract language, SOW, Cost information, or Administrative exhibits with Contract Exhibits A-1, A-2, A-3, A-6, and A-7 in the Bidder Response (placeholder pages for documents included by reference are sufficient for the bid).

The contract is provided as IFB Appendix A, Contract and includes the following components:

1. Standard Agreement (Std. 213)
   a. The Bidder shall complete the electronic copy (pdf) of the Standard Agreement Form (Std. 213) provided by the State in the solicitation documents. This copy will include applicable State information already completed.
   b. The Contractor shall complete all Contractor information on line 1 and in the "CONTRACTOR" portion near the bottom of the form. The Master copy of the Standard Agreement (Std. 213) should be printed and signed (reflect the original signature) by the authorized representative of the bidder.
   c. Do not include any dollar figures and do not fill in any other sections on the Standard Agreement Form. They will be completed by the State at the time of Contract Award.
2. Exhibit A-1 DGS General Provisions – Information Technology GSPD-401IT)
3. Exhibit A-2 Personal Services Special Provisions
4. Exhibit A-3 Statement of Work
   a. Section 6, Statement of Work Requirements

b. Exhibit 6-B, Staff Qualifications

5. Exhibit A-4 DCSS Special Provisions
6. Exhibit A-5 Payment Provisions
7. Exhibit A-6 Cost Tables
8. Exhibit A-7 Administrative Exhibits
   a. Bidder Declaration (GSPD 05-105)
   b. Staffing Plan

The Exhibits in Appendix A must be completed and submitted as Volume 2. Do not include any costs in Volume 2 of the Bid. At the time of Contract Award, cost tables by State Fiscal Year will be created and incorporated into Exhibit A-6, Cost Tables and will be included as an attachment to the Contract.

In addition to providing the required number of copies of the Contract, the Bidder shall provide with its Bid five (5) additional copies of Standard Agreement (Std. 213) with the original signature of the authorized representative of the Bidder.

NO COSTS SHALL BE INCLUDED IN ANY PART OF VOLUME 2.

8.2.3 Volume 3 – Cost

Volume 3 must be separately sealed and clearly labeled: Volume 3 – Costs. Volume 3 will not be opened for evaluation until Administrative and Statement of Work evaluations have been completed as described in Section 9, Evaluation. Volume 3 must contain the CD-ROM containing cost information and all completed tables required by the IFB.

The organization of Volume 3 must be:

1. Exhibits 7-A through 7-E, Cost Tables
2. CD-ROM containing one electronic copy of original editable files for all of Volume 3 – Cost.

8.2.4 Volume 4 – Literature

Volume 4 should contain all technical and other reference literature the Bidder chooses to supply to support the responses to the requirements in this IFB. The Volume should contain an index which cross-references the literature submitted in Volume 4 and the IFB Requirement the literature is supporting.

If the Bidder does not choose to provide such material, a statement of intentional omission should be provided in Volume 4.

8.2.5 CD-ROM

One electronic copy of all of Volumes 1, 2, and 4 shall be provided on CD-ROM in original editable format, with the non-cost portion of the Bid.

DO NOT INCLUDE COST DATA ON THIS CD-ROM.

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9. EVALUATION

This section presents the process and the criteria that DCSS will follow in evaluating Bids submitted in response to this IFB.

Final Bids will be evaluated in a multi-step process to determine the Bid offering the **lowest cost to the State** while meeting all of the State's mandatory requirements, and will not exceed the State's cost cap ($24 million annually). The contract award, if made, will be to the responsible bidder submitting a responsive bid that is the lowest cost after application of any preference requirements, if applicable.

9.1 Receipt of Bids

This procurement process is limited to submitting a Final Bid. All Bids must be delivered to the Procurement Official specified in Section 1.5, Procurement Contacts, at the location, date, and time specified in Section 1.6, Key Action Dates. FINAL BIDS WILL NOT BE ACCEPTED IF LATE.

Upon receipt, each Bid will be verified as properly sealed and date and time stamped. All Final Bids must be submitted in the quantity and format specified in Section 8, Bid Format.

Final Bid submissions shall include costs under separate, sealed cover.

9.2 Bid Security

All Bidder Submissions are confidential and shall be kept in a secured area until the Intent to Award notice has been posted.

9.3 DCSS Evaluation Team

DCSS has established an Evaluation Team comprised of individuals from the DCSS that will be responsible for the review and evaluation of Final Bids. DCSS shall designate a Team Chairperson who will manage the evaluation process. A representative from the DGS will provide guidance and oversight for the evaluation process and will serve as the single point of contact for questions and requests for clarifications during the evaluation process.

The Evaluation Team will be comprised of sub-teams that will each review one or more aspects of the bid. For example, a sub-team of System Software Specialists may review all System Software Specialist resumes for all bidders, while a sub-team of Application Testers reviews all Application Test Analyst resumes for all bidders. In no case will a sub-team consist of less than two (2) persons, and in every case a specific aspect of the bid will be evaluated by the same sub-team for all bidders. All final evaluation determinations will be made by consensus of the applicable sub-team with oversight of the Team Chairperson and the DGS representative.

DCSS may consult additional qualified individuals or Subject Matter Experts (SME), during the evaluation process to assist the Evaluation Team in gaining a better understanding of technical, financial, legal, contractual, project or program issues. These individuals will not have voting or scoring privileges or responsibility for the evaluation process but will serve in a confidential advisory capacity.

9.4 Evaluation of Final Bids

9.4.1 Evaluation Process Summary

The table below presents a summary of the overall evaluation process and illustrates how the Evaluation Team will score each Bid. The subsections that follow provide additional detail regarding this process.

Table 9-1 Evaluation Process

EVALUATION ITEM	MEET REQUIREMENTS
Bid Opening and Content Validation	
Content of Mandatory Requirements met?	Yes/No
If Yes, continue otherwise stop at this point	
Validation Against Mandatory Requirements	
Section 5, Administrative Mandatory Requirements met?	Yes/No
Section 6, SOW Mandatory Requirements met?	Yes/No
Section 8, Bid Format Requirements met?	Yes/No
If Yes, continue otherwise stop at this point	
Any Material Deviations?	Yes/No
If No, continue, otherwise stop at this point	
Contract Review	
Any Material Deviations?	Yes/No
If No, continue, otherwise stop at this point	
Cost Evaluation	
Any Material Deviations?	Yes/No
If No, apply preferences and determine Selected Bidder	

9.4.2 Deviations

During the evaluation process, any material deviations from the IFB requirements shall cause the Bid to be rejected. If all deviations are ruled immaterial, and the Evaluation Team decided that the Bid should not be rejected, the Bid will be evaluated as though no infraction occurred.

The test for materiality shall be as follows:

1. Is the requirement Mandatory or Desirable? If it is mandatory, proceed with answering the following questions. If desirable, Stop; the deviation is immaterial (reference Section 2, Rules Governing Competition, 2.1.2, Desirable Items).
2. Is the response in substantial accord with the solicitation requirement? If YES, the deviation is NOT material for this reason.
3. Does the response provide the bidder an advantage over other bidders? If NO, the deviation is NOT material for this reason.
4. Does the response have a potential significant effect on the delivery of the items bid? If NO, the deviation is NOT material for this reason.

5. Does the response have a potentially significant effect on the quantity of the items bid? If NO, the deviation is NOT material for this reason.
6. Does the response have a potentially significant effect on the quality of the items bid? If NO, the deviation is NOT material for this reason.
7. Does the response have a potentially significant effect on the amount paid to the vendor? If NO, the deviation is NOT material for this reason.
8. Does the response have a potentially significant effect on the cost to the State? If NO, the deviation is NOT material for this reason.

9.4.3 Bid Opening and Content Validation (Pass / Fail)

Final Bids must be delivered to the State Procurement Official at the location and by the date and time specified in Section 1.6, Key Action Dates. The State will record the time of receipt and verify that the Final Bids were received in a sealed condition. Final Bids not received by the date and time specified will be rejected.

All Final Bids received by the time and date specified will be opened. The Final Bids will then be checked for the presence of the relevant information in conformance with the requirements of this IFB. Absence of required information may deem any Final Bid non-responsive and may cause rejection.

Volume 3, Costs, of the Final Bid shall remain sealed until the evaluation of the Administrative Requirements and Statement of Work Requirements are completed.

9.4.4 Validation of Mandatory Requirements (Pass / Fail)

The Mandatory requirements of Sections 5 and 6 are evaluated as Pass/Fail. The State will review the Bidders' response to Section 5, Administrative Requirements and Section 6, Statement of Work Requirements to evaluate each of the Mandatory Requirements.

If a Final Bid fails to meet any of the Mandatory requirements in Section 5, Administrative Requirements and Section 6, Statement of Work Requirements, the State will determine if the deviation is material using the Materiality test in Section 9.4.2, Deviations. If the deviation is determined to be material, the Final Bid will be considered non-responsive. If the deviation is determined to be immaterial the Bid will be accepted as if no deviation had occurred.

9.4.5 Bid Format Review (Pass / Fail)

The Bid format review is scored as Pass/Fail. The State will evaluate the Bid in detail to determine compliance with the IFB requirements, particularly Section 8, Bid Format. If a Final Bid fails to meet any of the submission requirements in Section 8, Bid Format, the State will determine if the deviation is material using the Materiality test in Section 9.4.2, Deviations. If the deviation is determined to be material, the Final Bid will be considered non-responsive. If the deviation is determined to be immaterial the Bid will be accepted as if no deviation had occurred.

9.4.6 Validation of Cost Bid

Volume 3, Cost, of the Final Bid shall remain sealed until the evaluation of the Administrative Requirements and SOW Requirements are completed. A Cost Bid

Certification will be signed by the Procurement Official and retained with the Master bid/contract files. This document can be found at

http://www.documents.dgs.ca.gov/pd/delegations/itcostcert.pdf

Cost Bids will only be opened for responsive Bids from responsible Bidders. On the date of the cost opening, the State will post a list of responsive and responsible Bidders that have passed all Bid evaluation steps to this point. This list will be provided to all bidders and the public in attendance at the cost opening as well as persons who request the list.

Total Labor Cost includes proposed cost for all SOW tasks. The Bidder must submit a Cost Bid that is responsive to Section 7, Cost of this IFB. Costs will be evaluated relative to all Bidders, with award to the lowest cost Bidder, after applying Bidder preferences.

IF A BID IS SUBMITTED THAT EXCEEDS THE ANNUAL COST CAP, THE BID WILL BE REJECTED.

9.5 Evaluation Methodology

The Evaluation Team will review each Bidder's Final Bid to ensure that it contains valid responses to all of the Mandatory Requirements. If a Final Bid lacks a valid response to any of the requirements or is lacking any deliverable, it will be considered non-responsive and may be rejected.

9.5.1 Mandatory Requirements

The Bidder's Final Bid must meet all of the Mandatory Requirements in Section 5, Administrative Requirements, Section 6, Statement of Work Requirements, and Section 8, Bid Format. The State will review all Mandatory Requirements on a Pass/Fail basis. Final Bids with material deviations that do not meet all mandatory requirements will be rejected.

9.5.2 Bidder Qualifications

The final step in evaluating Mandatory Requirements will be to evaluate the Bidder's responses applicable to Bidder Qualifications, including Corporate Background and Experience; Staffing Plan, and Staff Qualifications as described below.

9.5.2.1 Corporate Background and Experience

Corporate Background and Experience will be evaluated based on the first three (3) projects referenced by the Bidder and Subcontractors (if applicable) using the Corporate Background and Experience forms (Exhibit 5-B). Any projects for a Bidder or Subcontractor appearing in the Bid after the first three (3) will not be evaluated. Refer to Section 5, Administrative Requirements, for additional information. The Corporate Client Reference forms (Exhibit 5-C) for both Bidder and Subcontractor references (if applicable) will be reviewed and references may be contacted for verification.

The Evaluation Team will review the Bidder's project documentation to ensure **all of** the following evaluation criteria are met.

- For each project, the Bidder must have provided application maintenance and/or operations services.
- At least one project must include both application maintenance and operations services for a single system.
- Each project must have been certified by the associated Corporate Client Reference for accuracy and satisfactory performance.
- Each project submitted must satisfy at least one of the following criteria, and all criteria must be met by the set of projects submitted:
  - For at least one project, the Bidder must have provided at least 50 full time resources for at least two years.
  - At least one system similar in size and complexity to the CSE system (the system must have exhibited all of the characteristics listed for System Size and Complexity in Table 9-2).
  - At least one system similar in architecture to the CSE system (the system must have utilized at least six (6) of the technologies listed for System Architecture in Table 9-2).
  - At least one public sector information system.

Table 9-2 Comparable System Size and Architecture

CRITERION	VALUE
System Size and Complexity	System operational specifications included: • Centralized database • Centralized core business application • Batch processing • On-line distributed user access • 2000 total core application users with 1000 peak concurrent users • 1000 remote/distributed users over a wide area network • Business application sized at more than 10,000 function points[15] (or 1,000,000 lines of application code) • Total M&O level of effort of 100,000 hours annually (Note: this is a measure of system size and complexity, not staff provided by the Bidder).
System Architecture	System technical specifications included: • IBM Unix multiple server-based host platform running IBM AIX • DB2 database • IBM WebSphere application server • Java 2 Platform, Enterprise Edition (J2EE) architecture • Web application for on-line user access • Java source code for application business logic • IBM InfoSphere data warehouse

[15] A **function point** is an industry standard, uniform measure of application size.

CRITERION	VALUE
	• Tivoli security and administration tools • Enterprise forms subsystem, such as Adobe Forms • Enterprise reporting products for report development, such as Hyperion and Business Objects

FAILURE TO MEET THE MINIMUM REQUIREMENTS FOR ANY EVALUATION CRITERION FOR CORPORATE BACKGROUND AND EXPERIENCE MAY RESULT IN REJECTION OF THE BID.

For Subcontractors that are proposed at 25% or more of the Total Project Cost (see Section 5.2.5, Subcontractor Corporate Background and Experience), the first three Subcontractor projects will be evaluated based on the Corporate Background and Experience forms (Exhibit 5-B) and Corporate Client Reference forms (Exhibit 5-C) submitted for Subcontractor projects. Any projects for a Subcontractor appearing in the Bid after the first three (3) will not be evaluated.

The Evaluation Team will review all of the Subcontractor's project documentation to ensure **all of** the following evaluation criteria are met.

- For each project, the Subcontractor must have provided application maintenance and/or operations services.
- Each project must have been certified by the associated Corporate Client Reference for accuracy and satisfactory performance.
- Each project submitted must satisfy at least one of the following criteria (only one, not all of the following criteria need be met by a Subcontractor's complement of three (3) projects):
  - A system similar in size and complexity to the CSE system (the system must have exhibited all of the characteristics listed for System Size and Complexity in Table 9-2).
  - A system similar in architecture to the CSE system (the system must have utilized at least five (5) of the technologies listed for System Architecture in Table 9-2).
  - A public sector information system.

FAILURE TO MEET THE MINIMUM REQUIREMENTS FOR ANY EVALUATION CRITERION FOR SUBCONTRACTOR CORPORATE BACKGROUND AND EXPERIENCE IS GROUNDS FOR DISQUALIFICATION OF THE BID.

9.5.2.2 Staffing Plan

The Evaluation Team will separately evaluate each Bidder's submitted Staffing Plan based on the Staffing Plan Requirements stated in Section 5.2.6 Detailed Staffing Plan. The Evaluation Team will evaluate each requirement using the evaluation criteria defined in Table 9-3 to determine whether or not the Bidder's response meets the State's requirements.

FAILURE TO MEET THE MINIMUM REQUIREMENTS FOR ANY STAFFING PLAN REQUIREMENT MAY RESULT IN REJECTION OF THE BID.

Table 9-3 Staffing Plan Evaluation Criteria

CRITERION	DEFINITION
Thoroughness	The Bidder's response to the specific requirement contains an appropriate level of detail and completeness.
Appropriateness	The Bidder's response correctly addresses the specific requirement, reflecting the Bidder's understanding of the requirement.
Presentation	The Bidder's response to the specific requirement is readable, organized, and easy to understand

9.5.2.3 Staff Qualifications

The Evaluation Team will evaluate the Bidder's offered staff based on the Minimum Qualifications (MQs) and Qualifying Ratios (Q/Rs) for the Classification specified in Exhibit 6-B, Staff Qualifications. This evaluation will consist of reviewing the Bidder's resumes to verify that **at least 20 of the 25** initial staff reflected in the Bid meet the MQs and QRs for the applicable classifications as specified in the matrix in the Bidder's Staffing Plan. Table 9-4 shows the number of initial staff and the number of staff that must meet the MQ for each MQ (1-7) for each Classification. For each classification and MQ, the "Qualifying Ratio" is the fraction of staff that must meet the MQ. For example, for the Application Developer III, only 2 of the 6 initial staff must meet MQ7, giving a Qualifying Ratio of 2/7.

Table 9-4 Initial Staffing Profile

CLASSIFICATION	NUMBER OF STAFF	QUALIFYING RATIOS						
		MQ1	MQ2	MQ3	MQ4	MQ5	MQ6	MQ7
Application Architect	1	1	1	1	1	1	1	1
System Architect	1	1	1	1	1	1	1	1
Database Architect	1	1	1	1	1	1	1	1
Application Developer III	6	6	6	6	6	6	6	2
Application Test Analyst III	5	5	5	5	5	5	3	2
Database Administrator III	3	3	3	3	2	3	2	2
System Software Specialist III	8	8	8	8	6	8	3	3
Totals	**25**	**25**	**25**	**25**	**22**	**25**	**17**	**12**

Staff Qualification Evaluation Steps

1. Review Resumes to Verify Minimum Qualifications

   The Evaluation Team will review each Resume provided in the Bidder's response to verify that the MQs the Bidder claims are met by the staff member are supported in the Resume. Any MQ claimed by the Bidder that cannot be verified in the resume will be indicated as "not met" for evaluation purposes. For bid evaluation purposes only, MQs 2 through 7 in each classification will be verified in the resume. MQ 1 in each classification will be

verified using the Staff Client Reference forms. MQs 8-12 will not be verified for bid evaluation purposes.

2. Verify Client References

   The State may contact any or all of the client references indicated on the Staff Client Reference forms (Exhibit 5-D) to confirm the information submitted in the resume related to the specific client reference. Negative responses, missing client references, or inability to contact references may be cause for failure to satisfy MQ1, “Satisfactory Client References”.

3. Determine if Resumes meet Qualifying Ratios

   Once all resumes for a Bidder have been reviewed, the Evaluation Team will determine if the complement of resumes for a classification meet the QRs for the classification (see Table 9-4). For example, if at least two (2) of the resumes for Application Developer III meet MQ7 with a QR of 2/7, the QR is met.

   For Bid evaluation purposes only, if for any classification one or more MQ QRs are not met, the evaluation team will determine how many resumes would need to be replaced or corrected in order to meet all of the QRs. **At least 20 of the 25 required initial resumes submitted with the Bid must be free of defects in order for the Bid to be considered responsive.**

   For example, suppose the Bidder claimed in its Staffing Plan that three (3) of its Application Developer III staff met MQ7 requiring 2 years of child support systems experience. Suppose then that only two (2) of the three (3) referenced resumes for Application Developer III explicitly reflected system experience for a child support system, and one of those was for only one (1) year instead of two (2). Since the QR for MQ7 is 2/7, only one resume would need to be replaced or corrected to meet the QR even though two (2) resumes contained errors. In this case only one resume is considered defective for Bid evaluation purposes. If this were the only error in the Bidder’s resumes, the Bidder would have 24 of 25 qualified resumes and the Bid would be considered responsive.

FAILURE TO MEET MINIMUM QUALIFICATIONS IN THE REQUIRED QUALIFYING RATIOS FOR AT LEAST 20 RESUMES MAY RESULT IN REJECTION OF THE BID.

The resume defect threshold above is for the purpose of evaluation and determination of responsive bidders only. If the selected Contractor bids one or more classifications that failed to meet all of the MQs and QRs during the evaluation, the Contractor will be required to correct the resumes or replace proposed staff after contract award as necessary such that all MQs and QRs are met for all classifications. Staff replacements after contract award must be made per the conditions specified in Appendix A, Exhibit A-4, DCSS Special Provisions, paragraph 3, Replacement Staff.

No resume replacements or corrections will be permitted for evaluation purposes after Final Bids have been submitted.

9.6 Cost Evaluation

9.6.1 Total Cost Bid

The Evaluation Team will conduct a separate opening of Bidders' costs, after responses to Section 5, Administrative Requirements, Section 6, Statement of Work Requirements, and Section 8, Bid Format have been evaluated. Costs will be opened only for responsive Bids from responsible Bidders that pass the Mandatory Administrative and Statement of Work Requirements evaluation.

IF A BID IS SUBMITTED THAT EXCEEDS THE ANNUAL COST CAP IN ANY YEAR, THE BID WILL BE REJECTED.

The required cost figures will be checked for mathematical accuracy. Errors and inconsistencies will be dealt with according to procedures contained in Section 2.3.7.4, Errors in the Final Bid. Only those cost adjustments will be made by the procedures which are described in this IFB. Any adjustments in cost calculations will be made based on the hourly rates reflected in Exhibit 7-A.

Once the Evaluation Team has evaluated the cost data and verified that it meets all submission and formatting requirements, the Evaluation Team will evaluate the cost data and determine the Bidder's Total Cost Bid. The Total Cost Bid will be the sum of the Bidder's Total Labor Cost (Exhibit 7-C) and Maximum Labor Cost for Extensions (Exhibit 7-D).

9.6.2 Bidder Preferences and Incentives

Adjustments for preference claims (TACPA, EZA, LAMBRA and Small Business) and DVBE participation incentives will be performed after calculating the Total Cost Bid and rank ordering Bidders.

Application of Bidder preferences shall be limited as specified in Government Code Section 1896.8e.

> In no event shall the amount of the small business or non-small business subcontractor preferences awarded on a single bid exceed $50,000, and in no event shall the combined cost of the small business or non-small business subcontractor preference and preferences awarded pursuant to any other provision of law exceed $100,000. In bids that the state has reserved the right to award by line item, or make multiple awards, the small business preference shall be applied to maximize the participation of small businesses.

<u>Small Business (SB) Preference</u>

Small businesses will be granted the five percent (5%) small business preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced, responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Government Code Section 1896.8, and when the small business:

1. Has included in its bid a notification to the awarding department that it is a small business or that it has submitted to the Department a complete application pursuant to Section 1896.14 no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department as a small business;

2. Has submitted a timely, responsive bid; and
3. Is determined to be a responsible bidder.

Non-Small Business (NS) Preference

For evaluation purposes only, a five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the Total Cost Bid with one of more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontractors (Bidder Declaration GSPD-05-105) must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the percentage of the Total Cost Bid (as specified in the solicitation) per subcontractor.

Bidders claiming the five percent (5%) NS preference must commit to subcontract at least twenty-five percent (25%) of the Total Cost Bid with one or more California certified small businesses. Completed certification applications and required support documents must submitted to the Office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid due date, and the OSDC must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940.

DVBE Incentive Option With 3% DVBE Program Requirement

In accordance with section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The actual incentive amount shall be based on the amount of DVBE participation obtained, according to the table below. The maximum incentive for this solicitation is two percent (2%) of the lowest Total Cost Bid of responsive and responsible bidders or $100,000, whichever is less. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed $100,000. The DVBE incentive amount shall be subtracted from the Total Cost Bid of responsive bids eligible to receive the incentive for the purpose of determining the successful Bidder.

Table 9-5 DVBE Incentive

CONFIRMED DVBE PARTICIPATION	DVBE INCENTIVE %
5% or more	2%
4% to 4.99%	1%
3% to 3.99%	0%

TACPA, EZA, LAMBRA

The following preferences will be granted for California based bidders that meet the terms of the program.

- Target Area Contract Preference Act (TACPA)
- Enterprise Zone Act (EZA)
- Local Agency Military Base Recover Act (LAMBRA)

A 5% preference, not to exceed $50,000, shall be computed from the lowest responsive and responsible Bidder's Total Cost Bid and shall constitute the TACPA/EZA/LAMBRA Preference. The TACPA/EZA/LAMBRA preference shall be subtracted from the Total Cost Bid of all responsive bids eligible to receive the preference.

9.7 Bidders Final Rank Determination

The State will select the successful Bidder on the basis of the lowest Total Cost Bid among all Final Bids that are responsive to the IFB requirements, after applying applicable preferences and incentives. Adjustments for bidder preferences and incentives will be used to determine ranking for selection only; contract award will be for the actual bid amount.

A Final Bid will be judged responsive if it meets all of the following criteria:

- The Final Bid conforms to IFB Section 2, Rules Governing Competition.
- The Final Bid meets all Mandatory Requirements in Section 5, Administrative Requirements, Section 6, Statement of Work Requirements, and Section 8, Bid Format.

The Evaluation Team will determine which Bidder's Final Bid has the lowest Final Cost Bid by rank ordering Bids by Total Cost Bid and applying Bidder Preferences.

The final rank determination and selection shall be calculated as follows:

1. Rank order the Bids from responsive and responsible bidders in order of the Total Cost Bid. The Bidder with the lowest Total Cost Bid is rank ordered number 1 and is the Lowest Cost Bidder.
2. If the Lowest Cost Bidder is a small business, exclude all non-small businesses from further evaluation. The selected bidder will be determined from among qualified small businesses only. Note that for this step, "qualified small businesses" do not include "non-small businesses contracting at least 25% to a small business". If there is only one qualified small business, stop! The Lowest Cost Bidder is selected. No further incentives or preferences will be applied as a small business cannot be displaced by a non-small business by application of any other incentive or preference.
3. If the Lowest Cost Bidder is not a small business, calculate and apply the SB preference amount to eligible bids. Note that for this step, the SB preference

does not include the “non-small businesses contracting at least 25% to a small business” (NS) preference.

4. Rank order the Bids after applying the SB Preference. The Bidder with the lowest Total Cost Bid is ranked number 1 and is the New Lowest Cost Bidder.
5. If the New Lowest Cost Bidder is a small business, exclude all non-small businesses from further evaluation. If there is only one qualified small business, stop! The New Lowest Cost Bidder is selected.
6. Calculate and apply the DVBE Incentive amount for each qualified Bidder. The DVBE incentive will be limited such that the total of all incentives and preferences for a bidder does not exceed $100,000.
7. Calculate and apply NS and economic preferences. Preference amounts will be limited such that the total of all incentives and preferences for a bidder does not exceed $100,000.
8. Rank order the Bids after applying incentives and other preferences. The selected bidder shall be the lowest cost bidder after applying incentives and preferences.

EXAMPLE

Four bids have been rank ordered in Table 9-6 with the bidder with the lowest Total Cost Bid ranked number 1 and appearing first.

1. Bidder A is a non-SB bidder and has the lowest Total Cost Bid that is responsible and responsive to the Bid requirements. Since Bidder A is not an SB, the SB preference must be considered before all other incentives and preferences.
2. Bidders B and C are awarded the SB preference, calculated as 5% of the lowest cost non-SB bid (5% X $800,000 = $40,000).
3. After application of the SB preference, Bidder A, an non-SB bidder is still rank ordered number 1, so the DVBE incentive and other preferences apply.
4. Bidders A and D receive a 2% DVBE incentive equal to $16,000, calculated as 2% of the lowest responsible and responsive bid (2% X $800,000 = $16,000); Bidder B receives a 1% DVBE incentive equal to $8,000 (1% X $800,000 = $8,000). Bidder C meets the 3% minimum DVBE Participation requirement, but receives no DVBE incentive.
5. Bidder D is a non-SB subcontracting at least 25% to an SB and so receives the 5% NS preference, calculated as 5% of the lowest cost non-SB bid (5% X $800,000 = $40,000).
6. Bidder B earns the TACPA preference, calculated as 5% of the lowest responsible and responsive bid (5% X $800,000 = $40,000), and Bidder C earns the $40,000 EZA preference calculated the same as the TACPA preference.

7. After applying all applicable incentives and preferences, Bidder D is ranked number 1, Bidder B is ranked number 2, Bidder C is ranked number 3 and Bidder A is ranked number 4. Bidder D is the lowest ranked bidder and is awarded the contract.

Table 9-6 DVBE, Small Business and TACPA/EZA/LAMBRA Preference Example

BIDDER	A	B	C	D
Responsive/Responsible	Yes	Yes	Yes	Yes
Total Cost Bid	**$800,000**	$845,000	$850,000	$812,000
Eligible Preferences	None	SB, TACPA	SB, EZA	NS
DVBE Participation	5%	4%	3%	5%
Rank	**1**	3	4	2
SB Preference Amount	$0	$40,000	$40,000	$0
Adjusted Bid Amount	**$800,000**	$805,000	$810,000	$812,000
Rank	**1**	2	3	4
DVBE Incentive Amount	$16,000 (2%)	$8,000 (1%)	$0 (0%)	$16,000 (2%)
Other Preferences Total Amount	$0	$40,000	$40,000	$40,000
Adjusted Bid Amount	$784,000	$757,000	$770,000	**$756,000**
New Rank	4	2	3	**1**

SELECTION

Award of contract, if made, will be in accordance with the IFB information on Evaluation to a responsible bidder whose bid complies with all the requirements of the IFB documents and any addenda thereto, except for such immaterial defects as may be waived by the State. The State reserves the right at any time to reject any or all Bids.

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Appendix A CONTRACT

A. GENERAL INFORMATION

These instructions are provided to explain how State contracts are structured. Because no negotiations or alterations (unless specified otherwise) of the contract are permitted, it is imperative that Bidders follow these instructions carefully in order to be fully responsive, from a contractual aspect, to the IFB.

Volume 2 of your Final Bid submittal must include a completed and signed copy of the State contract. For instructions on what needs to be done to complete the contract for inclusion as Volume 2 of your Bid, carefully read the following Paragraph B, Preparation of Contract.

B. PREPARATION OF CONTRACT

1. Detach this Appendix A, Contract from the IFB. This document will be returned to the State as the final contract language. Do not retype the contract.
2. Complete the electronic copy (pdf) of the Standard Agreement Form (Std. 213) provided by the State in the solicitation documents. This copy will include applicable State information already completed. The Contractor shall complete all Contractor information on line 1 and in the “CONTRACTOR” portion near the bottom of the form. The Master copy of the Standard Agreement (Std. 213) should be printed and signed (reflect the original signature) by the authorized representative of the bidder. Replace page A-3 with the Std 213 in your submission of Appendix A.
3. Do not include any dollar figures and do not fill in any other sections on the Standard Agreement Form. They will be completed by the State at the time of Contract Award.
4. Do not include standard contract language, SOW, Cost information, or Administrative exhibits with Contract Exhibits A-1, A-2, A-3, A-6, and A-7 in the Bidder Response.
5. Make a copy of the contract and retain for your files. This copy will be used during subsequent communications with the State relative to the contract.
6. Make the number of copies of Volume 2 Contract specified in Section 8, Bid format. In addition, provide with your Bid five (5) additional copies of Standard Agreement (Std. 213) with the original signature of the authorized representative of the bidder.

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Standard Agreement (Std 213)
For IT Goods an Services Only

New: June 2007

Replace this page with Standard Agreement (Std 213) from the Bidders Library.

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Exhibit A-1 General Provisions – Information Technology GSPD-401IT

Revised and Effective: April 12, 2007

View at http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf

ADA Compliant Version: http://www.pd.dgs.ca.gov/modellang/genprovit.htm

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Exhibit A-2 Personal Services Special Provisions – Information Technology

Effective: February 8, 2007

View at:
http://www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial020807.pdf

ADA Compliant Version:
http://www.pd.dgs.ca.gov/modellang/Personal+Services+Special+Provisions+01-21-03.htm

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Exhibit A-3 Statement of Work

a. The specific Statement of Work to be performed by the Contractor is more particularly described in IFB Section 6, Statement of Work Requirements.

b. The specific Staff Qualifications required of the Contractor are more particularly described in IFB Exhibit 6-B, Staff Qualifications.

c. Notwithstanding Exhibit A-1, General Provisions – Information Technology, Paragraph 37, the Contractor agrees that the State will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation and consistent with the provisions of 45 CFR Subtitle A, Section 95.617.

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Exhibit A-4 DCSS Special Provisions

The terms and conditions of this Exhibit A-4 are in addition to those related provisions of Exhibit A-1, General Provisions – Information Technology and Exhibit A-2, Personal Services Special Provisions – Information Technology.

1 Deleted

This paragraph deleted.

2 State's Review of Staffing Levels

At the State's discretion, the staffing levels in all Classifications and for all M&O Tasks are subject to semi-annual reviews. Changes to the staffing levels and the associated time frames will be provided to the Contractor in writing. If the State and the Contractor cannot reach agreement on the timeframes for reallocating, reducing or increasing the staffing levels, then the Contractor is subject to the Dispute Resolution Provisions in Appendix A, Exhibit A-1, General Provisions, Paragraph 41. A staffing review may also be initiated by either the State or the Contractor on an as-needed basis when changes in the scope, schedule, or priorities of contract services warrant such a review. A staffing review may be initiated during the Transition-In period. All proposed staff must complete the Transition-In activities specified in Statement of Work Requirements Section 6.2.2.2, Transition-In Execution and satisfy the Staff Acceptance requirements specified in Section 6.2.2.3 Operational Readiness Assessment prior to being invoiced for work performed. Staff that fail to satisfy the requirements of the State's Operational Readiness Assessment will be removed by the Contractor and the State shall not be liable for any compensation due for services provided by that staff person(s).

3 Replacement Staff

Any replacement staff, should they be required for any reason (e.g., transfer or job change), shall be provided within 60 calendar days of the required position becoming vacant. Complete resumes and Staff Client References in the format specified in Administrative Requirement Section 5.2.8, Resume Format, shall be provided for all staff additions at the time the replacement staff are proposed, and not less than ten (10) State business days prior to the date the Contractor intends the replacement staff to start work. All staff replacements are subject to State approval. All proposed replacement staff must complete the Transition-In activities specified in Statement of Work Requirements Section 6.2.2.2, Transition-In Execution and satisfy the Staff Acceptance requirements specified in Section 6.2.2.3 Operations Readiness Assessment prior to being invoiced for work performed. Staff that fail to satisfy the requirements of the State's Operational Readiness Assessment will be removed by the Contractor and the State shall not be liable for any compensation due for services provided by that staff person(s).

4 Option to Increase or Decrease Staffing Requirements

During the term of the contract, the State may, at its discretion, and with 60-days written notice to the Contractor, alter the staffing profile (the number of labor hours required monthly for each task and classification) to meet the State's needs, within State budget and contract authority. This may be reflected as an increase or decrease in the number of staff in one or more classifications. It may also be reflected as a reduction in the number of hours per full-time staff member in any or all classifications (up to 20%), for instance to correspond to closure of State offices of up to one day per week.

State-directed increases or decreases in Contractor staff may be temporary or may be for the remaining term of the contract as necessitated by changes in the State budget or staffing needs. Should the State require an increase in Staff after a temporary reduction in Staff, the Contractor shall have not less than 60 calendar days to provide the required additional resources in the classifications specified by the State.

Should a reduction in Contractor staff substantially impact the qualifying ratios applicable to staff qualifications established for this procurement, the State may alter the qualifying ratios as needed to ensure retention of Contractor resources with required qualifications (see "Qualifying Ratios" in Exhibit 6-B, Staff Qualifications).

The Contractor's proposed Hourly Rates shall apply to all increases or decreases in labor hours that may be made by contract amendment. All staff additions for any increase in staffing requirements are subject to State approval. All proposed additional staff must complete the Transition-In activities specified in Statement of Work Requirements Section 6.2.2.2, Transition-In Execution and satisfy the Staff Acceptance requirements specified in Section 6.2.2.3 Operational Readiness Assessment prior to being invoiced for work performed. Staff that fail to satisfy the requirements of the State's Operational Readiness Assessment will be removed by the Contractor and the State shall not be liable for any compensation due for services provided by that staff person(s).

5 State Approval Over all Contractor Staffing Assignments

The State will have sole approval authority over all Contractor staffing assignments and adjustments. In addition, the State reserves the right to disapprove the continuing assignment of Contractor or Subcontractor personnel provided to the State under this Agreement. The State will inform the Contractor's Engagement Manager if personnel are to be replaced, along with an explanation as to why the State wishes them replaced. The Contractor shall provide replacement staff for any staff disapproved by the State in accordance with the provisions of Exhibit A-4 DCSS Special Provisions, paragraph 2, Replacement Staff.

6 Reimbursable Travel

The State will reimburse the Contractor for State-directed travel costs associated with providing CSE M&O services, within the rates and guidelines established in the State Administrative Manual, Section 0721, Short-Term Travel (see http://sam.dgs.ca.gov/TOC/700/0721.htm).

The State will reimburse the Contractor for travel costs associated with required trips to either State, or LCSA offices, if not within normal commuting distance from the DCSS facility.

7 Unanticipated Tasks

The Contractor's proposed rates shall be effective for Unanticipated Tasks described in Exhibit A-2 of this contract.

8 Completion of Transition-In Activities

Notwithstanding any other provisions of this contract, the State will withhold all compensation for services provided by the Contractor until the State unconditionally accepts the Transition-In Completion Report.

9 Term of the Contract

The term of this Contract shall be three (3) years from the date the Contract is executed with three optional two-year extensions. At the State's option, and with six (6) months written notice to the Contractor, the State may unilaterally extend the Contract for two (2) years. The State may exercise this option three (3) times during the course of the Contract for a total of three optional two-year extensions.

10 Cost of Living Rate Adjustment

The parties to this Contract may entertain a rate adjustment to the hourly rate bid in each classification of this Contract at the end of the first optional two-year extension of this Contract. Such a rate adjustment will only be considered by the parties if the Consumer Price Index or other agreed-upon economic gauge has increased or decreased more than 10% overall from the date of the execution of this Contract.

11 Additional Provisions

a. Conflict of Interest

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

b. Contractor's Name Change

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

c. Certification Regarding Lobbying

In accordance with Section 1352, Title 31 of the U.S. Code, for Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of $100,000 in federal funds from DCSS to perform services, by signing this Agreement Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative

agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (http://www.whitehouse.gov/omb/grants/sflllin.pdf)

3. The Contractor shall require that certification language be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Signing this Agreement, and thereby certifying that these requirements will be met, is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. Federal Contract Requirements

1. Equal Employment Opportunity

   Contractor must comply with Executive Order (E.O.) 11246 "Equal Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" to the extent required by applicable federal law.

2. Copeland "Anti-Kickback" Act

   Contractor must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) to the extent required by applicable federal law.

3. Davis-Bacon Act

   Contractor must comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) to the extent required by applicable federal law.

4. Contract Work Hours and Safety Standards Act

   Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) to the extent required by applicable federal law.

5. Clean Air Act and Federal Water Pollution Control Act

   Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. et. seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. et. seq. to the extend required by applicable federal law.

6. Energy Policy and Conservation Act

   Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

(Pub.L.94-163, 89 Stat.871) to the extent required by applicable federal law.

e. Liability Insurance

The Contractor shall provide and maintain in effect for the entire term of the Contract, a general liability insurance policy that is acceptable to the State. The minimum acceptable limit is $1,000,000.00 per occurrence. The State of California, its officers, agents, and employees and servants shall be named as additional insureds on the policy, but only insofar as the operations under the Contract are concerned. Evidence of insurance in the form described herein shall be presented to the Department of General Services (the “DGS”) when a contract pursuant to this IFB is submitted to the DGS for approval.

Additionally, the Contractor’s insurance coverage shall include a provision that will require that the insurer provide thirty (30) days written notice to the State before canceling the insured’s policy.

f. Contract Amendment

Each contract executed as a result of this IFB must be able to be amended by mutual consent of the State and the Contractor.

g. Contract Audits, Records, and Federal Access

The Bidder shall agree that State representatives shall have access to and the right to examine, audit, inspect and copy the records, documents, billings and other items during the contract term and during the four-year period thereafter. These items include records and substantiating data for project invoices, status reports, quality assurance, and schedules and work plans. The State shall pay copy expenses associated with these activities. The State representatives shall be accompanied by Bidder personnel at all times during such examination, inspection, review or audit.

The Bidder will work with any State appointed or retained auditor to provide the information necessary for its independent assessment of Bidder’s compliance with the Agreement. Bidder agrees to make internal records, personnel, project control systems and other support information available on a reasonable basis as requested by such auditor on behalf of the State.

The Bidder shall retain all project documentation during the term of the contract described in Exhibit A-4 of this contract. Upon termination of the contract, all project documentation, including backups, draft documentation, deliverables and any other written or electronic documentation associated with the project, shall be turned over to the State for retention.

Exhibit A-5 Payment Provisions

Upon completion of the foregoing in a satisfactory manner, DCSS agrees to reimburse Contractor for services provided. The total amount of this Agreement shall not exceed the amounts stated for each state fiscal year as stated in Exhibit 7-C, Total Labor Cost and Exhibit 7-D, Maximum Labor Cost for Extension, if exercised.

1 Invoices

Detailed invoices and supporting documents for actual work performed shall include the Agreement Number and be submitted monthly within the first fifteen (15) calendar days following performance of the work as stated in the Statement of Work. Each invoice shall contain the names, classifications, and rates for all applicable staff members, the number of hours expended by task by each for the billing period, and the total amount due for the billing period. The Contractor shall include copies of signed timesheets identifying on an hourly basis what specific task was performed in support of labor hours billed. A certification signed by the Contractor's Engagement Manager attesting to the accuracy of the data in the invoice shall accompany the invoice. Invoices shall be reviewed and approved by the DCSS Contract Administrator. Invoices shall include appropriate project reimbursable travel expenses with accompanying Travel Authorization and receipts. Invoices shall be directed to:

DEPARTMENT OF CHILD SUPPORT SERVICES

Attn: Contracts Fiscal Support Section

P. O. BOX 419064, MS-22

RANCHO CORDOVA, CA 95741-9064

Payment of invoices shall be contingent on State acceptance and approval of all contract deliverables associated with the invoice period, including associated Monthly Activity Report.

2 Travel Reimbursement

The Contractor shall be reimbursed for actual travel expenses incurred under the conditions specified in Appendix A, Exhibit A-4, DCSS Special Provisions, paragraph 6, Reimbursable Travel, and within the rates and guidelines established in the State Administrative Manual, Section 0721, Short-Term Travel (see http://sam.dgs.ca.gov/TOC/700/0721.htm). All reimbursable travel shall be pre-approved by DCSS. A completed Travel Expense Claim form STD 262 (see http://www.documents.dgs.ca.gov/osp/pdf/std262.pdf), along with receipts for transportation and lodging expenses shall be submitted with the applicable invoice on which the travel reimbursement is being requested.

3 DCSS Point Of Contact

Stefanie Barbera

CCSAS Procurement Office

Department of Child Support Services

P. O. BOX 419064, MS-50

Rancho Cordova, CA 95741-9064

Telephone: (916) 464-6535

Fax: (916) 464-6669

Email: Stefanie.Barbera@dcss.ca.gov

4 State Budget Contingency Clause

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

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the DCSS shall have the option to either: cancel this Agreement with no liability occurring to the DCSS, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

5 For Contract With Federal Funds

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to the DCSS by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

Exhibit A-6 Cost Worksheets

a. The specific labor rates per classification and year and resulting annual and maximum contract costs are more particularly described in IFB Section 7, Cost, including all Exhibits.

b. Labor Costs by State Fiscal Year*

* This attachment will be created after award based on the award labor rates and the actual contract start date.

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Exhibit A-7 Administrative Exhibits

a. Bidder Declaration (GSPD 05-105)
b. Staffing Plan

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Appendix B GLOSSARY OF TERMS

Terms not otherwise defined in this Appendix B or elsewhere in the IFB shall have the meanings as set forth in the IT General Provisions (Appendix A, Exhibit A-3)

TERM	DEFINITION
Administration for Children and Families (ACF)	The federal agency which administers the child support program nationally. ACF is a division in the Department of Health and Human Services (DHHS) that houses the Office of Child Support Enforcement (OCSE).
Administrative Requirements	Requirements that pertain to doing business with the State of California or the federal government; e.g., compliance with the Americans with Disabilities Act. Administrative Requirements in the CSE M&O Services IFB pertain to the submission of responsive bids.
Americans with Disabilities Act (ADA)	Americans with Disabilities Act – To meet and carry out compliance with the non-discrimination requirements of Title II of the American with Disabilities Act (ADA), it is the policy of the Procurement Division (within DGS) to make every effort to ensure that its programs, activities, employment opportunities, and services are available to all persons, including persons with disabilities.
Application	A computer program or a set of programs that accomplish a business function or task. The CSE application is the set of batch and on-line programs that run on the CSE host used to perform child support program functions.
Application Servers	Servers that are required to deliver application functionality. All servers that process application transactions, function as application gateways, or provide for software distribution and restoration fit into this server category.
Architecture	The organizational structure of a system or component. Ref. IEEE-610.12-1990.
Authentication	The process of proving that an individual is who they claim to be. Authentication is a measure used to verify the identity of an individual and the availability of that person to access certain information.
Authorization	The granting of privileges to an individual, a program, or a process. The process of determining whether a user is allowed access to a data resource.
Availability	The degree to which a system or component is operational and accessible when required for use and often expressed as a probability.
Backup	A system, component, or file available to replace or help restore a primary item in the event of a failure or externally caused disaster; copying of data to a medium from which the data can be restored if the original is destroyed or compromised.
Batch Job	A non-interactive, sequential set of stored programs, operating system commands, and data run on a scheduled or as-needed basis, with one program or processing step being completed before the next is started.

TERM	DEFINITION
Batch Processing	The execution of one or more batch files or jobs. Batch processing also refers to the process of storing transactions for a period of time before they are posted to a master file.
Best Value Evaluation	The evaluation process that seeks to identify the best value solution to the State rather than only the lowest cost solution. This is achieved through an objective method that critically reviews and competitively scores proposed solutions based upon the merits of; e.g., quality of solution; risk of implementing the new technology and work processes; and net benefit produced.
Bid	An offer, made in response to a solicitation to perform a contract for work and labor or to supply goods at a specified price, whether or not it is considered a "sealed bid" or results in award of a contract to a single or non-competitively bid contract.
Bidder	The term for a business entity that has submitted a "Letter of Intent to Bid" to the IFB or submits a bid to the State in response to a solicitation.
Budgeted Cost	Planned costs of accomplishing work over a given time period. In this IFB budgeted cost refers to the amount specified in the State budget for activities related to CSE M&O Services.
Business Partner (BP)	The firm awarded CCSAS Child Support Enforcement (CSE) contract. The CCSAS CSE Business Partner is an alliance led by IBM Global Services and including Accenture and Aerical Management Services (AMS)/Synergy.
California (CA)	Standard abbreviation for the State of California
California Central Registry (CCR)	The California Central Registry within the State Department of Justice is an office which operates as a clearinghouse for incoming interstate child support cases.
California Child Support Automation System (CCSAS)	Term defining the automated statewide child support system that must be operated in all counties and includes the Statewide Disbursement Unit (SDU), the Child Support Enforcement (CSE) System, along with other necessary databases and interfaces.
California Department of Child Support Services (DCSS)	The state department within the California Health and Human Services Agency created by legislation to administer the child support program in California. The department, (formerly known as the Office of Child Support) was separated from the California Department of Social Services, January 1, 2000. DCSS is designated as the state agency responsible for all child support enforcement in California.
California Health and Human Services Agency (CHHSA)	The California State agency responsible for administering state and federal programs for health care, social services, public assistance, job training and rehabilitation.
California Law Enforcement Telecommunications System (CLETS)	A Department of Justice computer system that accesses various data sources to obtain criminal history and other information about an individual.
California Parent Locator Service (CPLS)	The organization that provides locate services by obtaining information from sources such as the Federal Parent Locator Service, Department of Justice Criminal History records, the Department of Motor Vehicles, the Employment Development Department, the Franchise Tax Board and the Property Tax Exemption File.

TERM	DEFINITION
Case	1) A noncustodial parent, whether mother, father, or alleged father, a custodial party, and a dependent child or children. The custodial party may be one of child's parents, or other realative or caretaker including a foster parent. If both parents are absent and liable or potentially liable for the support of the child(ren), each parent is considered a separate case. 2) A collection of members associated with a particular child support order, court hearing, and/or request for IV-D services. Every child support case has a unique case identification (ID) number and, in addition to names and identifying information about its members, includes information such as custodial party and non-custodial parent wage data, court order details, and non-custodial parent payment history.
Case Record	An occurrence of a computer record of a child support case.
Case Worker	Person responsible for the management of IV-D case activities. Case workers are the primary users of the CSE system.
Change Control	A process that integrates management control of proposed system changes and their resultant impact on cost, schedule and performance.
Change Management	The process of preparing staff and customers for impending changes to systems and services. Sometimes referred to as Business Process Reengineering.
Change Request (CR)	The formal, written request submitted by any stakeholder to modify, revise, add to, or remove from the system configured baseline. Reasons for change requests include: • System enhancements mandated by Federal or State Legislation • Adaptive changes necessary to respond to a changing external environment, such as external interfaces or the evolution of supporting products (hardware, software, etc.) over time • Perfective changes necessary to improve application performance and usability, such as implementing process and efficiency improvements Change requests are managed by the CCSAS Change Control Board (CCB) in accordance with the Change Request Management Proces, which is governed by the Change Request Management Plan.
Child Support (CS)	The legal obligation of parents to provide financial support for their minor children, enforceable in both civil and criminal contexts. Child support can be entered into voluntarily or ordered by a court or properly empowered administrative agency. Child support includes medical support and interest on delinquent child support obligations.
Child Support Enforcement (CSE)	Used to refer to a wide variety of child support program elements.
Child Support Enforcement Network (CSENet)	State-to-state telecommunications network, which transfers detailed information between a state's automated child support enforcement systems.
Child Support Enforcement Network (CSENet)	State-to-state telecommunications network, which transfers detailed information between a state's automated child support enforcement systems.

TERM	DEFINITION
Child Support Program (CSP)	The program administered by the Department of Child Support Services, in cooperation with Local Child Support Agencies to locate parents, establish, enforce and modify child support orders, and collect and distribute child support.
Classification	The process by which information is identified as to its level of sensitivity and importance to the department.
Code of Federal Regulations (CFR)	45 CFR part 307, Computerized Supporrt Enforcement Systems specifies federal regulations for CSE systems, including CASES.
Collection(s)	Child Support payments received by the State Disbursement Unit (SDU) or Local Child Support Agency (LCSA), or the Franchise Tax Board (FTB). The amount of support payment received from a non-custodial parent, or other person, agency or employer on behalf of an obligor who is ordered by the court to pay support on behalf of the children, spouse or family.
Component	A part of the system, e.g., a computer program, computer network, processor, communications equipment, sub-system, etc.
Confidential Information	Information maintained by State agencies that is exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or other applicable State or Federal Laws.
Configuration	The arrangement of a computer system or component as defined by the number, nature, and interconnections of its constituent parts. Ref. IEEE-610.12-1990
Configuration Management	A discipline applying technical and administrative direction and surveillance to identify and document the functional and physical characteristics of a configuration item, control changes to those characteristics, record and report change processing and implementation status, and verify compliance with specified requirements. Ref. IEEE-610.12-1990
Consortium	Group of LCSAs utilizing a common CSE System for automation of their Child Support Program activities. California has six (6) CSE consortia. Sometimes refers to the organization managing and performing maintenance and operation of the consortium's CSE system.
Contract Deliverable	A deliverable that must be submitted by the Contractor and requires formal State acceptance.
Contractor	The business entity (an individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statue) with whom the State enters into a contract. Contractor shall be synonymous with "supplier," "vendor," or other similar term. In this IFB, Contractor refers to the selected business entity awarded a contract for CSE M&O Services.
Conversion	Modification of existing data to enable it to operate with similar functional capability in a different environment; for example, converting data from one child support enforcement system to another. Ref. IEEE-610.12-1990
Custodial Party	The party having primary physical custody of the child or children. May be a parent, relative, or other caretaker including foster parent or group home.

TERM	DEFINITION
Customer	A recipient of Child Support Enforcement (CSE) services. Refers to a person in the public at large.
Data Dictionary	A repository of information about data and system objects, including definition, relationship to other data, origin, usage, and format. For the CSE System, it is a catalog of data and programs residing in an IDMS region.
Data Element	The individual data component.
Data Integrity	The condition in which information or programs are preserved for their intended purpose; including the accuracy and completeness of information, systems and the data maintained within those systems.
Data Management	The management of data as a business asset. Data management is responsible for cataloging, organizing, locating, storing, maintaining, and retrieving data. Tasks include database planning, application of existing 'enterprise' database standards, specification or development and maintenance of such standards, development and maintenance of policies and procedures necessary to support data management as well as conceptual and logical database design.
Data Model	Any specification or representation of the data structures, data definitions, and business rules required to describe and/or support a business area.
Data Validation	The process by which individual and related fields are edited for accuracy.
Database	A shared collection of logically related data (and a description of this data), designed to meet the information needs of an organization.
Database Management System (DBMS)	A software system used to define, create, and maintain a database and provide controlled access to one or more databases used by one or many users.
Database Security	The protection of the database or databases against intentional or unintentional threats using computer-based or non-computer-based controls.
Deliverable	Any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project. Often used more narrowly in reference to contract deliverable, which is subject to approval by the State.
Department of Child Support Services (DCSS)	The department designated as the single state department responsible for operating the Child Support Enforcement (CSE) Program.
Department of Finance (DOF)	DOF is a control agencie that will have approval authority over the CSE M&O contract.
Department of Justice (DOJ)	DOJ maintains the CPLS, CLETS, and CCR systems to which CSE either directly or indirectly interface.
Department of Motor Vehicles (DMV)	CSE interfaces with the DMV for access to driver’s license and vehicle information.
Design	1) The process of defining the architecture, components, interfaces, and other characteristics of a system or component. Ref. IEEE-610.12-1990 2) The result of the process in 1). Ref. IEEE-610.12-1990
Desktop	A personal computer and its installed software. Term is used interchangeably with workstation.

TERM	DEFINITION
Disaster	A condition in which an information asset is unavailable, as a result of a natural or man-made occurrence, that is of sufficient duration to cause significant disruption in the accomplishment of agency program objectives, determined by agency management.
Disaster Recovery	The term used to describe procedures that provide a plan for duplicating computer operations after a catastrophe occurs, such as a fire or earthquake. It includes routine off-site backup as well as a procedure for activating necessary information systems in a new location.
Disaster Recovery Plan	A documented and tested plan for responding to an emergency. Also known as: the Business Continuity Plan, Business Contingency Plan, or Operational Recovery Plan.
Disbursement	The dispensing or paying out of collected child support. The process of identifying payees and preparing warrants for submission to those payees.
Distribution	The application of monies to specific accounts to determine the appropriate disbursement of monies. Applying monies to specific debt types within a case via the approved Department of Child Support Services algorithm, after initial allocation (multiple case scenarios only) has been performed.
Documentation	A collection of documents on a given subject, or any written or pictorial information describing, defining, specifying, reporting, or certifying activities, requirements, procedures, or results. Ref. IEEE-610.12-1990
Documentation Management	The management of documents, including identification, acquisition, processing, storage, and dissemination.
Duration	The number of work periods (not including holidays or other nonworking periods) required to complete an activity or other project element.
Employment Development Department (EDD)	EDD maintains employment data accessed by CSE through an external interface.
End-to-End Response Time	Length of time a system takes to react to a given input. If the message is keyed into any terminal on the network by an operator, and the reply from the computer, when it comes, is typed at the same terminal, response time may be defined as the time interval between the operator pressing the last key and the terminal typing the first letter of the reply.
End-Users	The individual or groups who will use the system for its intended operational use when it is deployed in its environment. CSE end-users are generally LCSA IV-D Case Workers.
Enforcement	The application of remedies to obtain payment of a child, spousal, or medical support obligation contained in a child and/or spousal support order.
Enhancement	A system change that adds or significantly alters functionality of an information system.
Estimate	An assessment of the likely quantitative result. Usually applied to project costs and durations and should always include some indication of accuracy. Usually used with a modifier (e.g., preliminary, conceptual, feasibility). Some application areas have specific modifiers that imply particular accuracy ranges (e.g., order-of-magnitude estimate, budget estimate, and definitive estimate in engineering and construction projects).

TERM	DEFINITION
Evaluation Team	The staff responsible for evaluating bids submitted by Bidders in response to this IFB.
External Interfaces	Outside sources that share information with the CSE System.
Federal Case Registry (FCR)	A national database of information on individuals in all IV-D cases, and all non IV-D orders entered or modified on or after October 1, 1998. The FCR receives this case information on a daily basis from the State Case Registry (SCR) located in every state, proactively matches it with previous submissions to the FCR and with employment information contained in the National Directory of New Hires (NDNH). Any successful matches are returned to the appropriate state(s) for processing. The FCR and the NDNH are both part of the expanded FPLS, which is maintained by OCSE.
Federal Fiscal Year (FFY)	The federal fiscal year runs from October 1 through September 30.
Federal Parent Locator Service (FPLS)	A computerized national location network operated by the Federal Office of Child Support Enforcement (OCSE) of the Administration for Children and Families (ACF), within the Department of Health and Human Services (DHHS). FPLS obtains address and employer information, as well as data on child support cases in every state, compares them and returns matches to the appropriate states. This helps state and local child support enforcement agencies locate non-custodial parents and putative fathers for the purposes of establishing custody and visitation rights, establishing and enforcing child support obligations, and investigating parental kidnapping, and processing adoption or foster care cases. The expanded FPLS includes the Federal Case Registry (FCR) and the National Directory of New Hires (NDNH).
Financial Institutions Data Match (FIDM)	A process to match non-custodial parents against the state's financial institutions to verify any assets (such as bank account balances) that may be seized to pay support delinquencies.
Franchise Tax Board (FTB)	The State of California income taxing authority. Formerly designated as the Project Agent for the CCSAS Project.
FSA 88	Family Support Act of 1988. Defines requirements for all statewide CSE systems.
Hardware	Physical equipment used to process, store, or transmit computer programs or data. Ref. IEEE-610.12-1990
Help Desk	A source of technical support for hardware or software questions, problems, and services.
HHSDC	Health and Human Services Data Center – Now the Office of Technology Services (OTech). OTech will host the CSE system and provides statewide wide area network connectivity for the Child Support Program.
Implementation	Phase in the software lifecycle that includes all activities related to the preparation, installation, and operation of new hardware, system software, databases, and application programs. For this IFB, implementation refers to the transition-in period and the Contractor's responsibility to implement their supporting infrastructure. Implementation also refers activities associated with preparing converting LCSAs to use the CASES or CCSAS CSE systems.

TERM	DEFINITION
Informational System	The system or systems designed to support business analysis using accumulated amounts of the organization's operational data.
Infrastructure	The fundamental structure of the system. This structure is composed of the physical facilities used to transmit, store, process, and display voice, data, and images and includes an interconnection of computers and telecommunication networks, services and applications.
Institute of Electrical and Electronics Engineers (IEEE)	Standards body for information technology-related processes for software development, maintenance, and operations.
Integrated Data Base (IDB)	Mainframe application used by DCSS to support Child Support Intercept activities. CSE interfaces to this application for locate data.
Interface	A shared boundary across which information is passed.
ISAWS	Interim Statewide Automated Welfare System. One of three public assistance (IV-A) systems used in California to which CSE interfaces.
IV-A	Refers to the entitlement program authorized under Title IV-A of the Social Security Act covering the Federal-State Public Assistance Program.
IV-D	Refers to Part D of Title IV of the Social Security Act, which requires that each state create programs to locate non-custodial parents, establish paternity, establish and enforce child support obligations, and collect and distribute support payments. Title IV-D also established the Federal Office of Child Support Enforcement.
IVR/VRU	Integrated (Interactive) Voice Response/Voice Response Unit – automated information system used to answer customer telephone calls and either direct callers to appropriate customer support specialists and/or provide specific customer child support information to the customer.
Invitation for Bid (IFB)	This solicitation for CSE M&O Services.
Letter of Intent to Bid	Required notice from a potential bidder indicating that it: (1) plans to submit a bid for the CSE M&O Services procurement and has no problems with the IFB requirements; (2) intends to submit a bid, but has one or more problems with the IFB requirements for reasons stated in its response; (3) does not intend to submit a bid for reasons stated in its response, and has no problem with the IFB requirements; or (4) does not intend to submit a bid because of one or more problems with the IFB requirements for reasons stated in its response.
Local Area Network (LAN)	A computer network that spans a relatively small area. Most LANs are confined to a single building or group of buildings. However, one LAN can be connected to other LANs over any distance via telephone lines and radio waves. A system of LANs connected in this way is called a wide area network (WAN).

TERM	DEFINITION
Local Child Support Agency (LCSA)	The county Department of Child Support Services with which the state Department of Child Support Services has entered into a cooperative agreement to secure child/spousal support, medical support, and to determine paternity. The Local Child Support Agency is separate and independent from any other county department. 11 of 58 Counties are consolidated into 5 LCSAs, resulting in a total of 52 LCSAs.
M&O	Maintenance and Operations – phase in an information system whereby the system is in full operation by its users and changes are limited to those necessary to correct defects, adapt to a changing environment, perfect system performance or usability, or add features and functions to meet new business requirements not included in the original design.
Maintainability	1) The ease with which a software, system or component can be modified to correct faults, improve performance or other attributes, or adapt to a changed environment. REF. IEEE-610.12-1990 2) The ease with which a hardware system or component can be retained in, or restored to, a state in which it can perform its required functions. Ref. IEEE-610.12-1990
Maintenance	1) The process of modifying a software system or component after delivery to correct faults, improve performance, or adapt to a changed environment. Ref. IEEE-610.12-1990 2) The process of retaining a hardware system or component in, or restoring it to a state in which it can perform its required functions. Ref. IEEE-610.12-1990
Material Deviation	A deviation from a requirement is material if the deficient response is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over other bidders or has a potentially significant effect on the delivery, quantity or quality of items bid, amount paid to the bidder or on the cost to the State. Material deviations of mandatory requirements cannot be waived by the State and the bid must be rejected.
Metrics	A quantitative measure of the degree to which a system, component, or process possesses a given attribute. Ref. IEEE-610.12-1990.
Network	A communication system that allows a number of systems and devices to communicate with each other.
Network Management	The execution of the set of functions required for controlling, planning, allocating, deploying, coordinating, and monitoring the resources of a computer network including performing functions such as initial network planning, frequency allocation, predetermined traffic routing to support load balancing, cryptographic key distribution authorization, configuration management, fault management, security management, performance management, and accounting management. Network management does not include user terminal equipment.
New Employee Registry (NER)	The California Employee Development Department (EDD) program for collecting new employee information from employers and compiling it for the state's Child Support Enforcement Program. NER is California's State Directory of New Hires (SDNH). CSE interfaces with NER via the California Parent Locator Service (CPLS).

TERM	DEFINITION
New Hire Reporting Program	Program that requires that all employers report newly hired employees to the State Directory of New Hires (SDNH) in their State. Within 10 days of reporting to work this data is then submitted to the National Directory of New Hires (NDNH), where it is compared against child support order information contained in the Federal Case Registry (FCR) for possible enforcement of child support obligations by wage garnishment. Some data is also made available to states to find new hires that have been receiving unemployment or other benefits for which they may no longer be eligible, helping states to reduce waste and fraud. See also: New Employee Registry (NER).
Non Custodial Parent	The legal parent (natural, adoptive or by legal ruling) who does not have primary care, custody, or control of the child and has a legal obligation to provide support.
Non IV-A Case	A child support case in which the custodial parent has requested IV-D services but is not receiving Temporary Assistance to Needy Families (TANF)/California Work Opportunity and Responsibility to Kids (CalWORKS). Also known as a Non-TANF case, non-welfare case, non CalWORKS case.
Non IV-D Case	A child support case not enforced by a child support IV-D office.
Non IV-D Orders	A child support order in which the custodial parent has not received Temporary Assistance to Needy Families (TANF)/California Work Opportunity and Responsibility to Kids (CalWORKS), and neither parent has requested child support enforcement services from a child support enforcement agency.
Office of Child Support Enforcement (OCSE)	The Federal organization responsible for the administration of the child support program. Created by Title IV-D of the Social Security Act in 1975, OCSE is responsible for the development of child support policy; oversight, evaluation, and audits of state child support enforcement programs; and providing technical assistance and training to the state programs. OCSE operates the Federal Parent Locator Service, which includes the National Directory of New Hires (NDNH) and the Federal Case Registry (FCR). OCSE is part of the Administration for Children and Families (ACF), which is within the Department of Health and Human Services (DHHS).
Operational System	The system or systems containing data that an organization requires for performing day-to-day business operations.
Operations	The period of time in the system life cycle during which a software product is employed in its operational environment and monitored for satisfactory performance.
Operations Management	Encompasses the coordination of system and network resources throughout the enterprise for the purpose of providing reliable availability for mission critical systems. It includes job scheduling to coordinate jobs and processes in the distributed environment, fault/event management, configuration management, backup and recovery and automated software distribution.
Performance	The degree to which a system or component accomplishes its designated functions within given constraints, such as speed, accuracy, or memory usage.
Performance Monitoring	In the context of information systems, involves monitoring system performance factors, such as throughput and response time against established thresholds.

TERM	DEFINITION
Performance Tuning	Tuning applies planned system modifications in order to improve performance. Performance affects how fast and/or how much data is processed.
Personal Computers (PC)	For the purposes of this document, personal computers include programmable information processing devices known as PCs, microcomputers, laptops, desktop computers, workstations, word processors, etc. It does not include calculators with memory capability.
Personal Responsibility and Work Opportunity Reconciliation Act of 1996	Welfare reform legislation that provides a number of requirements for employers, public licensing agencies, and financial institutions, as well as state and federal child support agencies, to assist in locating non-custodial parents and establishing enforcement and collection, and child support. It amended the Social Security Act to increase federal automation requirements requiring all states to establish and operate a State Disbursement Unit and a State Case Registry, the New Hire Reporting program and the State and Federal Case Registries.
Physical Security	The protection of information processing equipment from damage, destruction or theft; information processing facilities from damage, destruction or unauthorized entry; and personnel from potentially harmful situations.
Policy	High-level statement of the department's beliefs, goals, objectives, and the general means for their attainment for a specified subject area.
Pre-statewide Interim Systems Management (PRISM) Project	Project managed by Department of Child Support Services (DCSS) responsible for administration and oversight of the interim child support enforcement systems (such as CASES) pending the development and implementation of the single statewide CSE system. Activities include technical oversight of maintenance and operations of county legacy and consortia systems; assisting transition from county legacy systems to interim systems; and establishing and maintaining an interim Federal Case Registry (FCR) interface.
Privacy	The right of individuals and organizations to control the collection, storage, and dissemination of information about themselves.
Procedure	A course of action to be taken to perform a given task.
Process	A sequence of steps performed for a given task.
Programming	The designing, writing, testing, debugging and documenting of computer programs employing a procedural programming language or other computer language which typically requires trained technical personnel to use.
Proprietary Information	Computer programs, files, and data owned by a company or government agency. These programs need protection from disclosure by unauthorized persons.
Public Information	Any information prepared, owned, used, or retained by a state agency and not specifically exempted from the disclosure requirements of the California Public Records Act (Government Code Section 6250-6265) or other applicable state or federal laws.

TERM	DEFINITION
Quality Assurance (QA)	A planned and systematic pattern of all actions necessary to provide adequate confidence that an item or product conforms to established technical requirements. Ref. IEEE-610.12-1990 2) A set of activities designed to evaluate the process by which products are developed or manufactured. Ref. IEEE-610.12-1990
Quality Assurance Testing	Testing conducted to determine whether a system or component meets quality standards. CSE Quality Assurance Testing provides an independent, integrated test of the CSE applicaiton prior to User Acceptance Testing by the CSE Consortium and LCSAs.
Quality Control (QC)	A set of activities designed to evaluate the quality of developed or manufactured products.Ref. IEEE-610.12-1990 2) The process of verifying one's own work. Ref. IEEE-610.12-1990
Quality Metrics	A quantitative measure of the degree to which an item or process possesses a given quality or attribute.
Recovery	The restoration of a system, program, database, or other system resource to a state in which it can perform required functions. Ref. IEEE-610.12-1990
Requirement	A condition or capability that must be met or possessed by a system or system component to satisfy a contract, standard, specification, or other formally imposed documents. Ref. IEEE-610.12-1990
Responsive and Responsible Bidder	A bidder who is responsible and submits a responsive bid is one who clearly indicates compliance without material deviation from the solicitation's terms and conditions and who possesses the experience, facilities, reputation, financial resources, and other factors existing at the time of contract award.
Review	A process or meeting during which a work product, or a set of work products, is presented to project personnel, managers, users, customers, or other interested parties for comment or approval.
Risk Management	The art and science of identifying, analyzing, and responding to risk factors throughout the life cycle of a project and in the best interest of its objectives.
Scalability	Capability of increasing the computing capacity of a computer system and the system's ability to process more operations or transaction in a given period.
Security	Protection of information and information systems from unauthorized access.
Sensitive Information	Information maintained by state agencies that requires special precautions to protect it from unauthorized modification, or deletion (see SAM Section 4841.3). Sensitive information may be either public or confidential (as defined above).
Service Delivery Management Plan	Plan of activities necessary to ensure all CSE M&O Services tasks are executed in such a manner as to fulfill the Statement of Work.
Site (site-specific)	A specific location where CSE workstations are permanently installed and child support services are provided.
Software	Computer programs, procedures, and possibly associated documentation and data pertaining to the operation of a computer system.

TERM	DEFINITION
Software Development Environment	Software development and maintenance tools, transaction processing systems and database management systems whereby computer programs are created, edited and tested.
Solicitation	The process, by whatever name known or in whatever format used, of notifying prospective bidders that the State wishes to receive bids for furnishing goods or services.
Specification	A document that specifies, in a complete, precise, verifiable manner, the requirements, designing, behavior, or other characteristics of a system or component, and, often the procedures for determining whether these provisions have been satisfied.
Stakeholders	Individuals and organizations who are involved in or may be affected by CSE M&O Services activities.
Standard(s)	Mandatory requirements employed and enforced to prescribe a disciplined uniform approach to software development, that is, mandatory conventions and practices are in fact standards.
STAR/KIDS	Support Through Automated Resources Keeping Integrated Data on System – STAR/KIDS is one of six Consortium-operated Child Support Enforcement (CSE) Systems; Riverside County is the lead for STAR/KIDS. All four STAR/KIDS counties will convert to CASES in SFY 2004/05.
State Administrative Manual (SAM)	The SAM, maintained by the Department of Finance, estabilshes policies and procedures for management and procurement of information technology.
State Case Registry (SCR)	A database maintained by each state that contains information on individuals in all IV-D cases and all non IV-D orders established or modified after October 1, 1998. Among the data included in the SCR is the state's numerical Federal Information Processing Standard (FIPS) code, the state's identification number (which must be unique to the case), the case type (IV-D vs. non IV-D), locate information on persons listed in the case, in addition to other information. Information submitted to the SCR is transmitted to the Federal Case Registry (FCR), where it is compared to cases submitted to the FCR by other states, as well as the employment data in the National Directory of New Hires (NDNH). Any matches found are returned to the appropriate states for processing. See also: Federal Case Registry. The CSE System incorporates all required SCR functionality.
State Disbursement Unit (SDU)	The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) added a title IV-D State plan requirement under which the State plan must provide that, on or after October 1, 1998, the State agency will operate a State disbursement unit (SDU) in accordance with Section 454B of the Act. Under Section 454B, the State disbursement unit must collect and disburse payment under support orders in all IV-D cases, and in non IV-D cases in which the support order is initially issued in the State on or after January 1, 1994, and in which the income of the non-custodial parent is subject to withholding.
State Fiscal Year (SFY)	California's state fiscal year runs from July 1 through June 30. The California budget and many state contracts are aligned with the state fiscal year.

TERM	DEFINITION
State Licensing Match System (SLMS)	An obsolete California State information system for sharing child support information with State Licensing boards. All SLMS functionality has been incorporated into the CSE System.
State Parent Locator Services (SPLS)	A unit within the State Child Support Enforcement Agencies whose purpose is to locate non-custodial parents in order to establish and enforce child support obligations, visitation, and custody orders or to establish paternity.
Statement of Work (SOW)	Defines contractually required services or products, or constraints on those services of products.
Subject Matter Expert (SME)	A person with child support domain expertise relied on for their knowledge of business practices.
Sub-System	A Major functional area of a system.
System	(1) A collection of components organized to accomplish a specific function or set of functions. The CSE System represents a set of unique physical hardware, software, network, and data components. (2) A collection of people, processes, and things that together accomplish a set of goals or objectives. In this regard the CSE system includes the automated system, plus the case workers, support staff, and related technical and business processes and procedures that result in delivery of CSP services to the public.
System Integration Test	Testing in which software and hardware components are combined and tested to evaluate the interaction between them.
System Life Cycle	The period of time that begins when a system is conceived and ends when the system is no longer available for use.
System Management	The management of resources necessary to operate the CSE System, as a whole within constraints such as warranty support and on site service needs.
System Performance	The degree to which a system or component accomplishes its designated functions within given constraints.
System Qualification Testing	Tests conducted on system components to determine whether a system, components, or subcomponents is suitable for operational use. Ref. IEEE-612.12-1990.
Task	The smallest unit of work subject to management accountability. A task is a well-defined work assignment for one or more project members. The specification of work to be accomplished in completing a task is documented in a work package.
Technical Requirement	Any requirement not directly traceable to a business process but which is a required attribute of the system.
Test	An activity in which a system or component is executed under specified conditions, the results are observed or recorded, and an evaluation is made of some aspect of the system and/or component. Ref. IEEE-610.12.1990.
Test Plan	A document that describes the scope, approach, resources, and schedule of intended test activities. Ref. IEEE-610.12.1990.
Total Cost	For purposes of the Cost Bid, The total cost of all services over the specified period of performance of CSE M&O Services.
Transaction	A group of database operations combined into a logical unit of work that is either performed in its entirety or it is not performed at all.

TERM	DEFINITION
Transition-In	The change from the current CSE Business Partner contract to the contract resulting from this procurement.
Unit Test	Testing of individual hardware or software units or groups of related units.
User	An individual that has been granted access to a system or information. For CSE, user or end-user represents the LCSA staff that utilize the CSE application to perform their day-to-day work.
User Interface	An interface that enables information to be passed or an interaction between an individual and hardware or software components of a computer system. CSE uses terminal emulation software for its user interface.
Vendor	A general term for a business entity, offeror, bidder, supplier or contractor. “Vendor” is not generally used in this IFB. See “Bidder” and “Contractor.”
Version	An initial release or re-release of a computer software configuration item, associated with a complete compilation or recompilation of the computer software configuration item.
Volume	One of four units of information submitted as Draft and Final Bids in response to this IFB.
Work Product	Any tangible item that results from a project function, activity, or task.
Workstation	A personal computer and its installed software. Term is used interchangeably with desktop.

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STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213www (Rev 06/07)

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

	REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER	AGREEMENT NUMBER

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

STATE AGENCY'S NAME
Department of Child Support Services (DCSS) (hereafter called State)

CONTRACTOR'S NAME
(hereafter called Contractor)

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 attachments which are by this reference made a part of the Agreement:

Exhibit A-1, General Provisions - IT (form GSPD-401IT)*
Exhibit A-2, Personal Services Special Provisions - Information Technology**
Exhibit A-3, Statement of Work
Exhibit A-4, DCSS Special Provisions
Exhibit A-5, DCSS Payment Provisions
Exhibit A-6, Cost Worksheets
Exhibit A-7, Administrative Exhibits

**General Provisions - IT (form GSPD-401IT) is incorporated by reference. See revision date 4/12/07.*
The form is located at: www.pd.dgs.ca.gov/modellang/ModelContracts.htm
***Personal Services Special Provisions - Information Technology is incorporated by reference. See revision date 2/08/07.*
The form is located at: www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial020807.pdf

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

CONTRACTOR		**CALIFORNIA Department of General Services Use Only**
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*		
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Department of Child Support Services		
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark Beckley, Deputy Director, Administrative Services Division		
ADDRESS P. O. Box 419064, Rancho Cordova, CA 95741-9064		☐ Exempt per

CSE M&O IFB Frequently Asked Questions

During November 2009, DCSS published a Request for Information (RFI) to the potential bidder community for planning and budgetary purposes on the CSE Maintenance and Operations Services IFB CSS 188. Below are questions regarding the CSE M&O Scope of Services and Bidder Qualifications that were derived from responses received from potential bidders, categorized as they apply to the IFB, with DCSS responses immediately following each question.

1. CONTRACTOR ROLES AND RESPONSIBILITIES

1.1 Years of Experience

Question: *Why does the IFB not include a classic "pyramid" structure with a mix of junior and senior staff?*

Response: The IFB is requesting staff to integrate into and complement the existing team of State CSE M&O staff with generally higher levels of specific technical skills and experience than currently available in the State workforce. The State does not require services of less experienced contract staff than specified in the IFB.

Reference: Section 4.3, Roles and Responsibilities

1.2 Subject Matter Experts

Question: *Why does the IFB not include child support subject matter experts/business analysts?*

Response: The IFB is requesting only technical staff to integrate into and complement the existing team of State CSE M&O staff with generally higher levels of specific technical skills and experience than currently available in the State workforce. The State already has a sufficient number of business analysts in the current CSE M&O staff team and does not require services of business analysts for this IFB.

Reference: Section 4.3, Roles and Responsibilities

1.3 Supervisor-to-Worker Ratio

Question: *The IFB specifies a total of 32 lead positions (level III plus architects) as compared with 68 workers (levels I and II). How will DCSS be able to accomplish the work with so many supervisors as compared to workers?*

Response: While the IFB identifies level III staff as requiring “lead” experience, only the “Architect” classifications will have supervisory responsibilities over contractor staff. All task management will be performed by State resources. All contract staff will perform technical duties.

Reference: Section 4.3, Roles and Responsibilities

2. CORPORATE QUALIFICATIONS

2.1 System Experience Similar to CSE

Question: *Doesn't the requirement for a bidder to have experience with a system "similar in architecture to the CSE system" limit the bid to the incumbent business partner?*

Response: No. The requirement for a "similar architecture" requires that a system meet only 5 of the 10 listed attributes to be sufficiently similar, and several of the attributes are fairly general, such as "enterprise forms," "enterprise reports" and "web applications". For example, a system using an Oracle database, a Sun infrastructure and a J2EE application could qualify, as might a system using an IBM DB2 database, an IBM infrastructure, and a Cold Fusion application.

Reference: Section 5.2.2, Corporate Background and Experience

2.2 System Experience Number of Users

Question: *Are the 1,000 concurrent users exclusive of the 1,000 distributed users?*

Response: No. The 1,000 concurrent users may be distributed to meet both criteria in the "system size" qualification.

Reference: Section 5.2.2, Corporate Background and Experience

2.3 System Experience Type of Users

Question: *Do "core application users" include those that access public websites?*

Response: It depends. For a system to qualify as comparably sized, it must be a large application (10,000 function points or 1,000,000 lines of code), which would exclude most public websites. Even if a public website accesses data associated with a sufficiently large system, the size of the functionality available to the user would need to meet the size requirements for the user to be considered a "core application user." For example, the CSE application has as a component a public-facing customer service web site. However, the functionality available to the public is very limited and does not meet the size requirement; consequently the public website users cannot be counted as "core application users". In another example, Intuit provides a tax application on the web. As this is the application's core functionality and is available to public users, the users that fill in their tax returns on the web would be considered core application users. The question then would be whether the application is of sufficient size to meet the IFB requirement.

Reference: Section 5.2.2, Corporate Background and Experience

2.4 Subcontractor Experience

Question: *Do Subcontractors performing 25% or more of the work need to have three references that each need to cover at least one of the three "at least" criteria? Do all three references between them need to cover all three "at least" criteria?*

Response: Yes to the first question, no to the second. The Subcontractor qualifications specify that each project referenced must satisfy "at least one" of the three criteria listed, and "only one criterion need be met by a Subcontractor". The intent is that while the Subcontractor has to have at least three *comparable* projects (comparable in at least one area), the Subcontractor may specialize in only one or two of the three comparability areas.

Reference: Section 5.2.2, Corporate Background and Experience

2.5 Detailed Staffing Plan

Question: *Normally a solicitation will only require Key Staff or Team Leads to be named and only representative resumes to be provided for the bid. Does DCSS require the Staffing Plan to provide the full 100 named individuals and resumes with the bid?*

Response: No. The IFB requires only 25 senior staff (architects and level III classifications) with the bid.

Reference: Section 5.2.6, Initial Staff Levels

3. STATEMENT OF WORK

3.1 Task Management

Question: *Why does the SOW include a "Task Management" task, but not include the typical project managers and technical team leaders to provide for the following:*

- *Both short-term and long-term planning;*
- *A single point of contact to work with the state on issues;*
- *Monitoring performance and addressing trends before they become issues;*
- *Quality assurance and mission assurance; and*
- *Assurance that personnel issues are addressed consistently and immediately (attendance, time charging accuracy, absences, issues arising from work force diversity)?*

Question: *Will the State allow some level of on-site oversight of Contractor staff?*

Response: For clarity, the task has been renamed in the IFB to "Contract Management." The State already has task managers and leads to perform the activities indicated in the first four bullets above and does not require duplicative

Contractor resources in these positions. The SOW does call for the Contractor to provide an Engagement Manager that will function as a single point of contact to work with the State on issues. The Engagement Manager is not an on-site position. All Contract Management activities listed in the SOW will be limited and considered overhead activities of the Contractor, the cost of which should be included in the bidders' labor rates.

Regarding the fifth bullet, the IFB includes the requirement for the "Architect" positions to supervise contractor staff as part of their normal duties (not to be invoiced as "Contract Management" activities). Contractor staff supervision is intended to be in addition to the technical leadership role of the three Architect positions.

Reference: Section 6.2.1.3, Resource Management

3.2 Task Management and Project Oversight

Question: *Can you please clarify the State's expectation with regard to the Contractor's relationship and interaction with the PM, PMO and QA/IV&V organizations?*

Response: The CSE System is in the M&O phase. As such, the organization follows a traditional Service Delivery Management structure rather than a project structure; e.g., the organization does not require "project management" but "service delivery management." With this in mind, there are no external QA or IV&V requirements or organizations and the PMO organization provides more limited support than in a development and implementation project.

The Contractor's Engagement Manager will address issues directly with the State's M&O management team and will not deal directly with any current or future QA, IV&V, or PMO organizations.

Reference: Section 6.2.1.2, Monthly Issues Management Meeting

3.3 Transition-In

Question: *Will the State consider a longer transition-in period to allow for more knowledge transfer from the current business partner?*

Response: No. The IFB Transition-In period is primarily geared toward "orientation" of contractor staff to DCSS and CSE processes and procedures, and the CSE system architecture. DCSS will not be providing technical training to new staff. In addition, the Transition-In period does not include knowledge transfer from the current CSE Business Partner to the new Contractor, but from the State to the new Contractor.

Reference: Section 6.2.2.2, Transition-In Execution

3.4 Knowledge Management

Question: *What happens if Knowledge Management Services conflict with other necessary services and have a potential of impacting the project timeline?*

Response: Since the CSE System is in the M&O phase, there is no "project timeline" per se. During this phase, critical scheduling is more typically related to issues such as defect severity and the change release cycle. State managers and supervisors will prioritize Knowledge Management activities to minimize conflicts between Knowledge Management and competing SOW tasks.

Reference: Section 6.2.2.4, Knowledge Management Planning

3.5 Application Testing

Question: *Please clarify the difference in this IFB between Unit Testing and other forms of testing, including System, Integration, and User Acceptance?*

Response: The CSE Application Maintenance and Reports and Forms Maintenance subtasks include unit testing activities. These activities are performed by State and Contractor staff in the Application Developer classifications under the State Application Maintenance manager and leads. The Testing subtask includes System Testing, Integration Testing, and User Acceptance Testing, which are performed by State and Contractor staff in the Application Test Analyst classifications under the State Application Testing manager and leads.

Reference: Section 6.2.4 Application Maintenance Services

3.6 Application Production Support

Question: *Please clarify how Application Production Support relates to traditional User Help Desk activities and why the latter do not appear in the IFB?*

Response: The CSE M&O Services structure provides for a multi-tier user help desk approach. Some of the contract staff acquired via the IFB will perform Application Production Support or "level 2" user help desk support related to detailed application issues. The State's Business Operations Section is staffed with child support subject matter experts and also provides "level 2" help desk support requiring their particular expertise. The State will be providing "level 1" user help desk services (i.e., initial responders) separately from this procurement. Level 1 user help desk services and business analyst services are outside of the scope of this IFB.

Reference: Section 6.2.4.4, Application Production Support

3.7 Data Center Move

Question: *How will the timing of the move of the CSE host system to a State Data Center affect this procurement or impact Contractor staff?*

Response: The start work date and Transition-In activities specified in the SOW are not dependent or precedent on completion of CSE host migration activities. There is no impact on either the procurement or Contractor staff.

Reference: Section 6, Statement of Work Requirements

3.8 Service Level Agreements

Question: *Are there any Service Level Agreements applicable to specific SOW tasks, and if so, what happens if the required staffing levels are inadequate to meet them?*

Response: For this IFB, contract staff levels are specified by the State and will integrate within the existing State M&O Services organization. Consequently, the Contractor as an entity will not be directly responsible for meeting service level agreements. Any service level goals or agreements that may exist or may be developed in the future between the DCSS technical and program organizations or external service providers are outside the scope of the IFB. The IFB does however include terms and conditions for adjusting Contractor staff levels to meet changing DCSS requirements.

Reference: Section 6, Statement of Work Requirements; Appendix A, Exhibit A-4, DCSS Special Provisions, paragraph 2, State's Review of Staffing Levels

3.9 Work Products

Question: *Are "work products" subject to the rules for "deliverables"?*

Response: No. Work products are not subject to the rules for deliverables. Approval of work products will generally be via peer reviews or the approval of applicable State managers and supervisors.

Reference: Section 6.3.1 Deliverables List

3.10 Remote Operations

Question: *Will the State allow the Contractor to perform System Operations and Support services remotely?*

Response: The IFB will allow for remote operation under certain circumstances, e.g., evening, weekend, and work from home. The main objective in the IFB is that the Contractor's staff are working as part of a fully integrated State/Contractor team. Team cohesion, overlapping duties, etc. are all facilitated by co-located staff.

Reference: Section 6.4, Normal Work Hours, Location, and Exceptions

3.11 Full-time Resource Constraints

Question: *The full-time, on-site nature of the required team and services would seem to be inefficient, since many of the Operations Services tasks are short duration followed by a long period of stability. Would the State consider allowing some tasks and resources to be part-time and as-needed?*

Response: No. The State's long-term goal for migration from contractor-supplied services to State staff is facilitated by State/Contractor co-location and associated knowledge transfer activities.

Reference: Section 6.4, Normal Work Hours, Location, and Exceptions; Appendix A, Exhibit A-5, DCSS Special Provisions, paragraph 4, Option to Increase or Decrease Staffing Requirements

4. STAFF QUALIFICATIONS

4.1 Mismatched Qualifications

Question: *In some cases the staff qualifications don't appear to match industry norms. For example, DBAs would not normally install DB2 patches, and Test Analysts would not normally need knowledge of web development languages. Won't these mismatches reduce the number of bidders and increase the State's risk?*

Response: Staff qualifications were derived from a number of sources, including the CCSAS Software Transition Plan, State staff classification descriptions, and industry examples. Specific requirements for each classification also result from a detailed workload analysis by State M&O management team. In the case of DBAs, DCSS requires both State and contract DBAs to be able to build servers and install patches in some environments. With respect to Test Analysts for this procurement, DCSS requires "technical" testers to complement the existing business-oriented testers, and these technical testers need to have programming backgrounds.

Reference: Exhibit 6-B Staff Qualifications

4.2 Degree Requirements

Question: *Will DCSS allow for experience in substitution for degree and/or certification requirements?*

Response: No. The IFB is requesting only highly qualified technical staff to integrate into and complement the existing team of State CSE M&O staff with generally higher levels of specific technical skills and experience than currently available in the State workforce. The requirement for a technical degree or applicable certification is typical in the industry, and in comparable solicitations such as the State's IT Master Service Agreement.

Reference: Exhibit 6-B, Staff Qualifications

4.3 Child Support Enforcement Systems Experience

Question: *Doesn't the requirement for so many application developers to have child support systems experience limit competition to the current business partner?*

Response: No. The IFB is requiring only 2 of 6 Application Developer III staff and 10 of 23 Application Developer II staff to have experience with child support enforcement systems. This is not child support "program" experience and is not limited to California's new child support enforcement system. Child support enforcement systems experience may be gained from any child support

enforcement system, such as California's legacy systems or systems implemented in other states.

Reference: Exhibit 6-B Staff Qualifications

4.4 System Administrator: Windows vs. Java and IBM Experience

Question: *Why do System Administrators require Microsoft Windows experience, while the CSE System and most other classifications require Java and IBM?*

Response: The staff assigned to System Administrator classifications will be limited to the IT Services task in the SOW that is focused on supporting end-user and project staff in a Microsoft Windows environment. These staff will not require access to the principle CSE system's Java and IBM components. The CSE Hosting Service Provider will be providing the lower level system administration support for the CSE host system.

Reference: Exhibit 6-B Staff Qualifications

4.5 Ability to Act in a Lead Capacity

Question: *Why do all level II staff need to have the ability to act in a lead capacity if they have no supervisory responsibilities?*

Response: The term "act in a lead capacity" represents the ability to be the responsible party in a team of 2 or more staff assigned to a task or component of the application. This is not intended to imply "supervisory" responsibilities, but rather responsibility for task completion or component knowledge. The level II classifications are intended to be comparable to a State "Staff Programmer Analyst (Specialist)" which is defined as:

> "Under general supervision, *acts as a project leader* on complex applications, and/or on complex information technology system problems; and works independently as a technical specialist."

Reference: Exhibit 6-B Staff Qualifications

5. COST

5.1 Cost Cap

Question: *The $24 million annual cost cap extends for the full 9-years (base + options) of the contract. How can the State expect Bidders to commit to fixed rates so far into the future?*

Response: The State will not agree to contract costs greater than the approved budgeted amount. However, the State recognizes the uncertainty of future economic conditions and has therefore included in the contract a provision for a Cost of Living Rate Adjustment. The provision will allow for a cost of living adjustment to the hourly rates if the Consumer Price Index increases by more than 10% after the first five years of the contract.

Reference: Exhibit A-4, DCSS Special Provisions, paragraph 10, Cost of Living Rate Adjustment

6. EVALUATION

6.1 Minimum Qualifications

Question: *Does DCSS intend to award a higher score to proposers that offer staff who exceed Minimum Qualifications?*

Response: The IFB evaluation will select the lowest-cost, responsive and responsible bidder, and thus will not give preference to bidders that offer staff who exceed the Minimum Qualifications.

Reference: Section 9 Evaluation, paragraph 2

6.2 Staff Qualifications Threshold

Question: *There appears to be a threshold that will allow bidders to submit a cadre of initial staff that do not meet all of the requirements. How is it a fair competition if a bidder offering staff that meet all of the qualifications can lose to a lower cost bidder whose staff do not meet all of the qualifications?*

Response: The IFB evaluation is designed to select the lowest-cost, "responsive and responsible" bidder. The pass/fail nature of the evaluation of Mandatory Corporate and Staff Requirements is intended to allow all bidders that meet the "Responsive and Responsible" definition into the cost evaluation phase. The State has determined that at least 20 of the 25 required initial resumes submitted with the Bid must be free of defects in order for the Bid to be considered responsive. In addition, this threshold does not provide any bidder with an "advantage over other bidders" since all bidders are subject to the same threshold. Finally, since the selected bidder will still be required to meet all minimum qualifications in the applicable qualifying ratios with its actually delivered full complement of 100 staff, no bidder is given an advantage by a minimal number of faults in the resumes submitted with the bid.

Reference: Section 9.4.2 Deviations, paragraphs 2 and 3; Section 9.5.2.3 Staff Qualifications

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Bidder's Conference Agenda

Child Support Enforcement Maintenance & Operations Services

Solicitation Number: IFB CSS 188

In accordance with the Key Action Dates (Section 1.6) of Solicitation IFB CSS 188, a Bidder's Conference will be held on January 26, 2010, from 10:00 a.m. to noon. Attendance at the Bidder's Conference is optional.

The conference location will be:

California Dept of Child Support Services
11120 International Drive, Room 1340-1341
Rancho Cordova, CA 95741-9064

Attendees should report to the Security Guard station in the building lobby, where they will sign the security log and receive directions to the meeting location.

The Agenda for the conference is as follows:

- Welcome
- Key Action Dates
- Small Business Preference
- Disabled Veteran Business Enterprise Requirements
- Commercially Useful Function Requirement
- Collect Questions
- Break
- Answer Period

Answers will be provided in accordance with the procedures in Sections 2.2.4 and 2.2.5.

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

707 Third Street
West Sacramento, CA 95798-9052

T 916.376.5000
F 916.376.5018

March 2, 2010

ADDENDUM 3

CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES

IFB CSS-188

CSE SYSTEM MAINTENANCE AND OPERATION SERVICES

The Department of General Services (DGS) is issuing Addendum 3 to the above Invitation for Bid (IFB). This amendment contains answers to the bidder's questions received by the February 17, 2010 due date.

Sincerely,

/Signature on File/

Christina Cervantes

IT Acquisitions Specialist

Question and Answer Set #1

ITEM #	BIDDER QUESTION	STATE'S RESPONSE
1	The FAQ document response to 2.1, System Experience Similar to CSE, states the requirement for a "similar architecture" requires that a system meet only 5 of the 10 listed attributes. This conflicts with the definition within section 5.2.2, Corporate Background and Experience in the IFB, whereas similar architectures to CSE would be systems that utilize **at least 6** of the following attributes. Can you please confirm which number of attributes is correct?	The IFB is correct. The requirement is for a system to utilize **at least six (6)** of the attributes stated in the list beginning at the bottom of page 5-4 in the IFB. The FAQ will be corrected in a future addendum.
2	6.2.5.3- The RFP doesn't provide the details and mechanism to capture (Cost Worksheets) the price components to design and implement the local and statewide network infrastructure. Inconsistency between Sections 6.2.5.3 and 6.5. Who is responsible for the Statewide Network infrastructure?	The State is responsible for providing the statewide network infrastructure (Section 6.5).There are no additional price components beyond the staff to be provided by the Bidder per the Staffing Profile specified in Section 6.2.2.2. The IFB will be changed in a future addendum to clarify Section 6.2.5.3.
3	Please clarify if any of the IBM Alliance and sub-contractors who performed work on the CSE integration project are in conflict of performing services under IFB CSS 188 – CSE M&O Services.	All responsive and responsible bidders will be considered for award.
4	5.3.1 (5-9) Please clarify what is required…an official Certificate of Good Standing (purchased from the Secretary of State) or just proof of "Active" status downloaded from the SoS website?	A copy of the certificate is preferred but proof of active status downloaded from the SOS website is acceptable
5	Other than a signed Exhibit 6-A, SOW Requirements Certification, please confirm nothing else is required for proposal section 3 of Volume 1. 8.2.1.5 (8-4) 6. SOW (6-1 to 6-18)	Per Section 8.2.1.5, the only item required in Bid Volume 1, Part 3 is, "Tab 3.1 Exhibit 6-A, Statement of Work Requirements Certification. Per Section 6.1, Exhibit 6-A must be signed and submitted in the Bid.
6	Please confirm the Master Copy of Volume 2 – Contract only needs to contain six copies of STD 213 each with an original signature, and all six inserted into Appendix A – Contract. Please confirm it is acceptable to provide Appendix A – Contract in our proposal with the existing Exhibits (A-1 to A-7) unchanged. 8.2.2 (8-4)	Upon release of Addendum 4, only three (3) copies of the Std 213 will be required in Appendix A, Contract. It is acceptable to provide Appendix A, Contract in the Bid with the existing Exhibits (A-1 to A-7) unchanged.
7	If a bidder is not providing any supplemental	Per Section 8.2.4, if the Bidder does not

ITEM #	BIDDER QUESTION	STATE'S RESPONSE
	literature in optional Volume 4, please confirm it is acceptable to provide a statement of intentional omission in the cover letter only. 8.2.4 (8-5)	choose to provide such material, a statement of intentional omission should be provided in Volume 4. The cover letter belongs in Volume 1.
8	The requirement provides, in pertinent part, "Each Client Reference shall be from a different Project or Engagement unless there are less than three Projects or Engagements listed in the resume." We understand this requirement to mean that if an individual has only 1 project on his/her resume in the last 10 years, it is acceptable to submit only 1 reference for that project (as opposed to 3). If the individual has only 2 projects in the last 10 years, submitting only 2 references are acceptable. Please confirm 5.2.7 (5-8/9)	Per Section 5.2.7, "The Bidder shall provide three (3) client references for each staff member," regardless of the number of projects. If there is only one (1) project or engagement, please submit three (3) client references for that project or engagement.
9	The requirement provides, in pertinent part, "Client references must be external to the Bidder's organization or the staff member's current or former organizations, unless no external client projects are reflected in the resume." If in the last 10 years an individual has less than 3 external projects, should references for internal projects be provided along with references for any external projects? For example, if there was 1 external project and 2 internal projects in the last 10 years, 1 external reference and 2 internal references should be provided. Further, we note that individuals in some required positions often work on external projects but do not have client-facing roles. In such circumstances, it is difficult to secure a reference where there has not been client contact. We assume that in such circumstances, the position can be treated as "internal" and an internal reference may be provided. Please confirm the above is acceptable.	The State's intent is to allow for a mix of external and internal client references. The IFB will be changed to clarify the requirement to allow a mix of internal and external references in the case where less than three external projects are reflected in the resume. In addition, internal references may be used for Job Titles or Positions reflected in the resume that are not visible to the client.
10	We understand from the IFB that the Contractor is to provide resources as determined by the State, who will then work under the direction and supervision of the State. Certain language in the SOW seems inconsistent with that arrangement, and have the following clarifying questions: a) Section 6.2.3.4 Security Administration states "The Contractor shall perform activities	a) Per the Statement of Work Requirements, Section 6.1, the State will provide the contractor staff the policies and procedures guidance required to successfully accomplish all SOW tasks, including those pertaining to State, federal, and departmental security. b) Per the Statement of Work Requirements, Section 6.1, the State will provide the contractor staff the policies and procedures

ITEM #	BIDDER QUESTION	STATE'S RESPONSE
	that ensure the CSE System meets all federal, state, and departmental security requirements…". Will the State provide the contractor staff the policies and procedures established for the activities to meet all federal, state, and departmental security requirements? b) Section 6.2.3.9 System Performance states "The Contractor shall perform the activities necessary to maximize system performance as viewed from the CSE system users' perspective…". Will the State direct contractor staff with the activities to maximize system performance?	guidance required to successfully accomplish all SOW tasks, including those pertaining to maximizing system performance.
11	Regarding Exhibit 5-D Staff Client References – many of our references have commented on the Satisfactory/Unsatisfactory check box. HR policies in large firms may preclude them for indicating Satisfactory/Unsatisfactory. Can the check box requirements not be considered part of the pass / fail?	The IFB will be changed in Addendum 3 to indicate that the Satisfactory/Unsatisfactory Performance check boxes on the Staff Client Reference Form are optional. The evaluation of Staff Client References will be changed to indicate that a blank response on this part of the form will not be considered a negative response for evaluation of MQ #1 "Satisfactory Client References" Per Section 9.5.2.3, Staff Qualifications, step 2, "Negative responses, missing client references, or inability to contact references may be cause for failure to satisfy MQ #1, Satisfactory Client References."
12	With respect to the resumes will the State consider adjusting its process to allow the vendor to help facilitate contact after the second failed attempt?	The State will not contact the bidder in a case where a Client Reference cannot be contacted during the bid evaluation.
13	Regarding the Personal Services Special Provisions, is the 10% withhold applicable to the invoices for Services under this IFB CSS 188? If yes, what event constitutes release of the withhold to Contractor?	The 10% withhold is not applicable to this contract as progress payments for incomplete deliverables or tasks will not be permitted.
14	If the State has difficulty getting in contact with a staff reference, will the State notify the bidder and allow the bidder to a) submit a substitute reference, or b) help establish contact with the reference? We are not asking to correct a material defect in the bid, but just to help ensure contact between the State and the references in case of any difficulties.	The State will not contact the bidder in a case where a Client Reference cannot be contacted. The State will not allow the bidder to substitute a reference during the bid evaluation.
15	Does the State have examples of other certifications that are acceptable? See 6-B, p. 24, #5.	No. It is not the State's intent to limit certifications.
16	Can experience in similar systems such as Web, Java, Oracle, Tomcat etc. environment (and NOT using IBM toolkit such as	No, substitutions will not be accepted. Section 5.2.2 specifies that "similar architectures to CSE" utilize at least 6 of 10 from the list.

ITEM #	BIDDER QUESTION	STATE'S RESPONSE
	WebSphere, DB2, etc.), be included in the minimum count of the 10 criteria listed in *RFP Section 5.2.2, Corporate Background and Experience*?	
17	There seems to be a conflict in *RFP Section 5.2.2*, which says that a similar architecture would be one that meets six of the listed criteria. However, in the FAQs, the response to *Question 2.1, System Experience Similar to CSE* says that it needs to meet five of the listed criteria. Will meeting five criteria be acceptable?	See Response to Question 1.

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

707 Third Street
West Sacramento, CA 95798-9052

T 916.376.5000
F 916.376.5018

March 4, 2010

ADDENDUM 4

CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES

IFB CSS-188

CSE SYSTEM MAINTENANCE AND OPERATION SERVICES

The Department of General Services (DGS) is issuing Addendum 4 to the above Invitation for Bid (IFB). Significant change(s) to the requirements are outlined in the document titled Table of Changes.

Sincerely,

/Signature on File/

Christina Cervantes

IT Acquisitions Specialist

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2. RULES GOVERNING COMPETITION

2.1 Identification and Classification of IFB Requirements

2.1.1 Requirements

The State has established certain requirements with respect to bids to be submitted by prospective contractors. The use of "shall," "must," or "will" (except to indicate simple futurity) in the IFB indicates a requirement or condition which is mandatory. A deviation, if not material, may be waived by the State. A deviation from a requirement is material if the deficient response is not in substantial accord with the IFB requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity or quality of items bid,* amount paid to the supplier, or on the cost to the State. Material deviations cannot be waived.

2.1.2 Desirable Items

The words "should" or "may" in the IFB indicate desirable attributes or conditions, but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, even if material, will not in itself cause rejection of the bid.*

2.2 Bidding Requirements and Conditions

2.2.1 General

This IFB, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of goods and services by public bodies in the State of California. A bidder's Final Bid is an irrevocable offer for 300 days following the scheduled date for contract award specified in Section 1. A bidder may extend the offer in the event of a delay of contract award.

2.2.2 IFB Documents

This IFB includes, in addition to an explanation of the State's needs which must be met, instructions which prescribe the format and content of bids to be submitted and the model(s) of the contract(s) to be executed between the State and the successful bidder(s).

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB, the bidder shall immediately notify the Procurement Official identified in Section 1 of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to Paragraph 2.2.7, Addenda, below. Such clarifications shall be given by written notice to all parties who have identified themselves as bidders to the Procurement Official identified in Section 1, without divulging the source of the request for same. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible therefore.

*If this solicitation document is an IFB, the word "bid" as used throughout is intended to mean "proposed," "propose" or "proposal" as appropriate.

If the IFB contains an error known to the bidder, or an error that reasonably should have been known, the bidder shall bid at its own risk. If the bidder fails to notify the State of the error prior to the date fixed for submission of bids, and is awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.2.3 Examination of the Work

The bidder should carefully examine the entire IFB and any addenda thereto, and all related materials and data referenced in the IFB or otherwise available to the bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work. Specific conditions to be examined may be listed in the IFB section on ADMINISTRATIVE REQUIREMENTS and/or the section on STATEMENT OF WORK REQUIREMENTS.

2.2.4 Questions Regarding the IFB

Bidders requiring clarification of the intent or content of this IFB or on procedural matters regarding the competitive bid process may request clarification by submitting questions, in an email or envelope clearly marked "Questions Relating to IFB CSS 188" (using the IFB identification on the IFB title page), to the Procurement Official listed in Section 1. To ensure a response, questions must be received in writing by the scheduled date(s) given in Section 1. Question and answer sets will be provided to all bidders without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

A bidder who desires clarification or further information on the content of the IFB, but whose questions relate to the proprietary aspect of that bidder's bid and which, if disclosed to other bidders, would expose that bidder's bid, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date specified in Section 1 to ensure a response. The bidder must explain why any questions are sensitive in nature. If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the bid, the question will be answered and both the question and answer will be kept in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the bidder will be so notified.

If the bidder believes that one or more of the IFB requirements is onerous, unfair, or imposes unnecessary constraints to the bidder in proposing less costly or alternate solutions, the bidder may request a change to the IFB by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change. Such request must be submitted to the Procurement Official by the date specified in Section 1 for submitting a request for change. **Oral answers shall not be binding on the State.**

2.2.5 Bidders' Conference

A Bidders' Conference may be held, during which suppliers will be afforded the opportunity to meet with State personnel and discuss the content of the IFB and the procurement process. Suppliers are encouraged to attend the Bidders’ Conference.

The time, date and place of such conference, if held, is included in the Key Action Dates specified in Section 1.

The State may also accept oral questions during the conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. If questions asked at the conference cannot be adequately answered during the discussion, answers will be provided in writing at a later date. Oral answers shall not be binding on the State.

2.2.6 Supplier's Intention to Submit a Bid

Suppliers who want to participate in the bidding process are asked to state their intention by the date specified in Section 1, KEY ACTION DATES, with respect to submission of bids. The State is also interested as to a supplier's reasons for not submitting a bid; as, for example, requirements that cannot be met or unusual terms and conditions which arbitrarily raise costs. Suppliers are asked to categorize their intent as follows:

a. Intends to submit a bid and has no problem with the IFB requirements.

b. Intends to submit a bid, but has one or more problems with the IFB requirements for reasons stated in this response.

c. Does not intend to submit a bid, for reasons stated in this response, and has no problem with the IFB requirements.

d. Does not intend to submit a bid because of one or more problems with the IFB requirements for reasons stated in this response.

If a supplier intends to submit a bid, the letter should include additional information identified in Section 1, INTENTION TO BID. If suppliers have indicated significant problems with the IFB requirements, the State will examine the stated reasons for the problems and will attempt to resolve any issues in contention, if not contrary to the State's interest, and will amend the IFB if appropriate. All suppliers who have submitted an intention will be advised by the State of any actions taken as a result of the suppliers' responses. If after such actions, a supplier determines that the requirements of the IFB unnecessarily restrict its ability to bid, the supplier is allowed five (5) working days to submit a protest to those IFB requirements or the State's action, according to the instructions contained in Paragraph 2.5.4 of this section.

Hereafter, for the purposes of the instructions of this IFB, all suppliers who have indicated their intent to submit a Final Bid are called bidders until such time that the bidder withdraws or other facts indicate that the bidder has become nonparticipating. Should a bidder not participate in a bid step, the State reserves the right to drop them from the participating bidder list and they will not receive any further correspondence until they contact the Procurement Official to indicate that they would like further correspondence.

2.2.7 Addenda

The State may modify the IFB prior to the date fixed for Contract Award by issuance of an addendum to all bidders who are participating in the bidding process at the time the addendum is issued, unless the amendments are such as to offer the

opportunity for nonparticipating bidders or supplies that submitted an intention to become participating, in which case the addendum will also be sent to those parties. Addenda will be numbered consecutively. If any supplier determines that an addendum unnecessarily restricts its ability to bid, the supplier is allowed five (5) working days to submit a protest to the addendum according to the instructions contained in Paragraph 2.5.4 of this section.

2.2.8 Plastic Trash Bag Certification Violations

Public Resources Code Section 42290 et seq. prohibits the State from contracting with any supplier, manufacturer, or wholesaler, and any of its divisions, subsidiaries, or successors that have been determined to be noncompliant to the recycled content plastic trash bag certification requirements. This includes award of a State contract or subcontract or renewal, extension, or modification of an existing contract or subcontract. Prior to award the State shall ascertain if the intended awardee or proposed subcontractor is a business identified on the current California Integrated Waste Management Board noncompliant list(s). In the event of any doubt of the status or identity of the business in violation, the State will notify the Board of the proposed award and afford the Board the opportunity to advise the State. No award will be made when either the bidder or a subcontractor has been identified either by published list or by advice from the Board, to be in violation of certification requirements.

2.2.9 Bonds (NOT APPLICABLE)

2.2.10 Discounts

In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the State, time will be computed from date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the State, date of delivery shall mean the date the supplies or equipment are accepted by the State during the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the State warrant or check.

Cash discounts offered by bidders for the prompt payment of invoices will not be considered in evaluating offers for award purposes; however, all offered discounts will be taken if the payment is made within the discount period, even though not considered in the evaluation of offers.

2.2.11 Joint Bids (NOT APPLICABLE)

2.2.12 Air or Water Pollution Violations

Unless the contract is less than $25,000 or with a non-competitively bid contractor, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any state or federal air or water pollution control law.

Prior to an award, the State shall ascertain if the intended awardee is a person included in notices from the Boards. In the event of any doubt of the intended

awardee's identity or status as a person who is in violation of any state or federal air or water pollution law, the State will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the Department that the intended awardee is such a person.

No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of state or federal air or water pollution control laws.

2.2.13 Fair Employment and Housing Commission Regulations

The California Government Code Section 12990 requires all State contractors to have implemented a Nondiscrimination Program before entering into any contract with the State. The Department of Fair Employment and Housing (DFEH) randomly selects and reviews State contractors to ensure their compliance with the law. DFEH periodically disseminates a list of suppliers who have not complied. Any supplier so identified is ineligible to enter into any State contract.

2.2.14 Exclusion for Conflict of Interest

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

2.2.15 Seller’s Permit (NOT APPLICABLE)

2.2.16 Disclosure of Financial Interests

Bids in response to State procurements for assistance in preparation of feasibility studies or the development of recommendations for the acquisition of IT products and services must disclose any financial interests (i.e., service contract, Original Equipment Manufacturer (OEM) agreements, remarketing agreements, etc.) that may foreseeably allow the individual or organization submitting the proposal to materially benefit from the State's adoption of a course of action recommended in the feasibility study or the acquisition recommendations. If, in the State's judgment, the financial interest will jeopardize the objectivity of the recommendations, the State may reject the proposal.

2.2.17 Unfair Practices Act and Other Laws

Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable State and Federal laws and regulations.

2.3 Bidding Steps

2.3.1 General

The procurement process to be used in this acquisition is composed of at least one phase of bid development. **REFER TO SECTION 1 TO DETERMINE WHICH PHASES AND STEPS ARE INCLUDED IN THIS IFB. REFERENCES IN THIS SECTION 2 TO STEPS NOT INCLUDED IN SECTION 1 ARE NOT APPLICABLE TO THIS IFB.** There is always a Final Phase, which may include a Draft Bid and revisions, and will always include a Final Bid. Prior to the Final Phase, there may be a Compliance Phase. The possible steps of the Compliance Phase are a Conceptual Proposal, Detailed Technical Proposal and revisions of either or both. A description of these phases and their steps follows.

The Final Bid is a mandatory step for all bidders; all other steps are optional. However, all bidders are strongly encouraged to follow the scheduled steps of this procurement to increase the chance of submitting a compliant Final Bid. **Cost submitted in any submission other than the Final Bid may preclude the bidder from continuing in the process.**

2.3.2 Compliance Phase (NOT APPLICABLE)

2.3.2.1 Conceptual Proposal (NOT APPLICABLE)

2.3.2.2 Detailed Technical Proposal (NOT APPLICABLE)

2.3.2.3 Evaluation of Proposals and Discussion Agenda (NOT APPLICABLE)

2.3.2.4 Confidential Discussion with Each Bidder (NOT APPLICABLE)

2.3.2.5 Discussion Memorandum (NOT APPLICABLE)

2.3.2.6 Rejection of Bidder's Proposal (NOT APPLICABLE)

2.3.2.7 Submission of Amended Proposal (NOT APPLICABLE)

2.3.3 Final Phase

The purpose of the Final Phase is to obtain bids that are responsive in every respect. This phase may include a Draft Bid and will always include a Final Bid, as described below:

2.3.3.1 Draft Bid (NOT APPLICABLE)

2.3.3.2 Final Bid

The Final Bid must be complete, including all cost information, required signatures, and contract language changes agreed to in writing. If required in the IFB section BID FORMAT, cost data (as identified in the above referenced section) must be submitted under separate, sealed cover. CHANGES THAT APPEAR IN THE FINAL BID, OTHER THAN CORRECTION OF DEFECTS, INCREASE THE RISK THAT THE FINAL BID MAY BE FOUND DEFECTIVE.

2.3.4 Confidentiality

FINAL BIDS ARE PUBLIC UPON OPENING; HOWEVER, THE CONTENTS OF ALL PROPOSALS, DRAFT BIDS, CORRESPONDENCE, AGENDA, MEMORANDA,

WORKING PAPERS, OR ANY OTHER MEDIUM WHICH DISCLOSES ANY ASPECT OF A BIDDER'S BID SHALL BE HELD IN THE STRICTEST CONFIDENCE UNTIL NOTICE OF INTENT TO AWARD. BIDDERS SHOULD BE AWARE THAT MARKING A DOCUMENT "CONFIDENTIAL" OR "PROPRIETARY" IN A FINAL BID MAY EXCLUDE IT FROM CONSIDERATION FOR AWARD AND WILL NOT KEEP THAT DOCUMENT FROM BEING RELEASED AFTER NOTICE OF INTENT TO AWARD AS PART OF THE PUBLIC RECORD, UNLESS A COURT HAS ORDERED THE STATE NOT TO RELEASE THE DOCUMENT. THE CONTENT OF ALL WORKING PAPERS AND DISCUSSIONS RELATING TO THE BIDDER'S PROPOSAL SHALL BE HELD IN CONFIDENCE INDEFINITELY UNLESS THE PUBLIC INTEREST IS BEST SERVED BY AN ITEM'S DISCLOSURE BECAUSE OF ITS DIRECT PERTINENCE TO A DECISION, AGREEMENT OR THE EVALUATION OF THE BID. ANY DISCLOSURE OF CONFIDENTIAL INFORMATION BY THE BIDDER IS A BASIS FOR REJECTING THE BIDDER'S PROPOSAL AND RULING THE BIDDER INELIGIBLE TO FURTHER PARTICIPATE. ANY DISCLOSURE OF CONFIDENTIAL INFORMATION BY A STATE EMPLOYEE IS A BASIS FOR DISCIPLINARY ACTION, INCLUDING DISMISSAL FROM STATE EMPLOYMENT, AS PROVIDED BY GOVERNMENT CODE SECTION 19570 ET SEQ. TOTAL CONFIDENTIALITY IS PARAMOUNT; IT CANNOT BE OVER EMPHASIZED.

2.3.5 Submission of Proposals and Bids

The instructions contained herein apply to the Final Bid. They also apply to the Conceptual Proposal, Detailed Technical Proposal, and Draft Bid, except as noted.

2.3.5.1 Preparation

Proposals and bids are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this IFB. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. EMPHASIS SHOULD BE CONCENTRATED ON CONFORMANCE TO THE IFB INSTRUCTIONS, RESPONSIVENESS TO THE IFB REQUIREMENTS, AND ON COMPLETENESS AND CLARITY OF CONTENT.

As stated above, the State's evaluation of Conceptual and Detailed Technical Proposals is preliminary, and the review of Draft Bids is cursory. Therefore, bidders are cautioned to not rely on the State, during these evaluations and reviews, to discover and report to the bidders all defects and errors in the submitted documents. Before submitting each document, the bidder should carefully proof it for errors and adherence to the IFB requirements.

2.3.5.2 Bidder's Cost

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

2.3.5.3 Completion of Proposals and Bids

Proposals and bids must be complete in all respects as required by the IFB section on BID FORMAT. A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Bid must

be rejected if any such defect or irregularity constitutes a material deviation from the IFB requirements. The Final Bid must contain all costs required by the IFB sections on COST and BID FORMAT, setting forth a unit price and total price for each unit price item, and a total price for each lump sum price item in the schedule, all in clearly legible figures. If required in the IFB section BID FORMAT, cost data (as identified in the above referenced section) must be submitted under separate, sealed cover. Draft Bids must contain all information required in the Final Bid **except cost.** Exhibit 2-A at the end of this Section 2 entitled COMPETITIVE BIDDING AND BID RESPONSIVENESS emphasizes the requirements of competitive bidding and contains examples of common causes for rejection of bids. Bidders are encouraged to review this exhibit.

2.3.5.4 False or Misleading Statements

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.

2.3.5.5 Signature of Bid

A cover letter (which shall be considered an integral part of the Final Bid) and Standard Agreement Form 213 (if directed in Appendix A, CONTRACT), or a Bid Form shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned Final Bid shall be rejected.

The Draft Bid must also contain the cover letter and Form 213, or Bid Form, similarly prepared, including the title of the person who will sign, but need not contain the signature. The Conceptual Proposal and Detailed Technical Proposal need not contain the cover letter and Form 213, or Bid Form.

2.3.5.6 Delivery of Proposals and Bids

Mail or deliver proposals and bids to the Procurement Official listed in Section 1. If mailed, it is suggested that you use certified or registered mail with return receipt requested as delivery of documents is at the bidder's own risk of untimely delivery, lost mail, etc.

Proposals and bids must be received in the number of copies stated in the IFB section on BID FORMAT and not later than the dates and times specified in Section 1 and in the individual schedules provided the bidders. One copy must be clearly marked "Master Copy." All copies of proposals and bids must be under sealed cover which is to be plainly marked "CONCEPTUAL PROPOSAL," "DETAILED TECHNICAL PROPOSAL," "DRAFT BID," or "FINAL BID" for "IFB CSS 188" (use IFB identification number from the IFB title page). Also, the sealed cover (envelope) of all submittals, except the Final Bid, should be clearly marked "CONFIDENTIAL," and shall state the scheduled date and time for submission. Bidders should be aware that marking the Final Bid "confidential" or "proprietary" may exclude it from consideration for award. Proposals and Draft Bids not submitted under sealed cover

will be returned for sealing. Final Bids not received by the date and time specified in Section 1, or not sealed, will be rejected. **If required in the IFB section BID FORMAT, all cost data (as identified in the above referenced section) must be submitted under separate, sealed cover and clearly marked "COST DATA." If cost data is required to be submitted separately sealed, and is not submitted in this manner, the bid will be rejected.** Proposals and bids submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the proposal or bid, the proposal or bid may be rejected. However, if not so rejected, the Master Copy will provide the basis for resolving such discrepancies. If one copy of the Final Bid is not clearly marked "Master Copy," the State may reject the bid; however, the State may at its sole option select, immediately after bid opening, one copy to be used as the Master Copy.

2.3.5.7 Withdrawal and Resubmission/Modification of Proposals and Bids

A bidder may withdraw its Conceptual Proposal, Detailed Technical Proposal or Draft Bid at any time by written notification. A bidder may withdraw its Final Bid at any time prior to the bid submission date and time specified in Section 1 by submitting a written notification of withdrawal signed by the bidder authorized in accordance with Paragraph 2.3.5.5, Signature of Bid. The bidder may thereafter submit a new or modified bid prior to such bid submission date and time. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, Final Bids cannot be changed or withdrawn after the date and time designated for receipt, except as provided in Paragraph 2.3.7.4. of this section.

2.3.6 Rejection of Bids

The State may reject any or all bids and may waive any immaterial deviation or defect in a bid. The State's waiver of any immaterial deviation or defect shall in no way modify the IFB documents or excuse the bidder from full compliance with the IFB specifications if awarded the contract.

2.3.7 Evaluation and Selection Process

2.3.7.1 General

Proposals and bids will be evaluated according to the procedures contained in the IFB section on EVALUATION. Special instructions and procedures apply to Conceptual Proposals, Detailed Technical Proposals, and Draft Bids.

2.3.7.2 Evaluation Questions

During the evaluation and selection process, the State may desire the presence of a bidder's representative for answering specific questions, orally and/or in writing. During the evaluation of Final Bids, the State may ask the bidder to clarify their submitted information but will not allow the bidder to change their bid.

2.3.7.3 Demonstration (NOT APPLICABLE)

2.3.7.4 Errors in the Final Bid

An error in the Final Bid may cause the rejection of that bid; however, the State may at its sole option retain the bid and make certain corrections.

In determining if a correction will be made, the State will consider the conformance of the bid to the format and content required by the IFB, and any unusual complexity of the format and content required by the IFB.

1. If the bidder's intent is clearly established based on review of the complete Final Bid submittal, the State may at its sole option correct an error based on that established intent.
2. The State may at its sole option correct obvious clerical errors.
3. The State may at its sole option correct discrepancy and arithmetic errors on the basis that if intent is not clearly established by the complete bid submittal the Master Copy shall have priority over additional copies, the bid narrative shall have priority over the contract, the contract shall have priority over the cost sheets, and within each of these, the lowest level of detail will prevail. If necessary, the extensions and summary will be recomputed accordingly, even if the lowest level of detail is obviously misstated. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the total price by the quantity of the item.
4. The State may at its sole option correct errors of omission, and in the following four situations, the State will take the indicated actions if the bidder's intent is not clearly established by the complete bid submittal.
    a. If an item is described in the narrative and omitted from the contract and cost data provided in the bid for evaluation purposes, it will be interpreted to mean that the item will be provided by the bidder at no cost.
    b. If a minor item is not mentioned at all in the Final Bid and is essential to satisfactory performance, the bid will be interpreted to mean that the item will be provided at no cost.
    c. If a major item is not mentioned at all in the Final Bid, the bid will be interpreted to mean that the bidder does not intend to supply that item.
    d. If a major item is omitted, and the omission is not discovered until after contract award, the bidder shall be required to supply that item at no cost.

    The determination of whether an item is minor or major is the responsibility of the State.
5. If a bidder does not follow the instructions for computing costs not related to the contract (e.g., State personnel costs), the State may reject the bid, or at its sole option, recompute such costs based on instructions contained in the IFB.

If the recomputations or interpretations, as applied in accordance with this section, Paragraph 2.3.7.4, result in significant changes in the amount of money to be paid to the bidder (if awarded the contract) or in a requirement of the bidder to supply a major item at no cost, the bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its bid.

IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW THE COST ELEMENTS IN THEIR FINAL BID, SINCE THEY WILL NOT HAVE THE OPTION TO CORRECT ERRORS AFTER THE TIME FOR SUBMITTAL.

6. In the event an ambiguity or discrepancy between the general requirements described in Section 4 (Proposed Services) and the specific Statement of Work requirements set forth in Section 6 (Statement of Work Requirements) is detected after the opening of bids, Section 6, and the bidder's response thereto, shall have priority over Section 4. Refer to Paragraph 2.2.2 regarding immediate notification to the State contact when ambiguities, discrepancies, omissions, etcetera are discovered.
7. At the State’s sole discretion it may declare the Final Bid to be a Draft Bid in the event that the State determines that Final Bids from all bidders contain material deviations. Bidders may not protest the State’s determination that all bids have material deviations. If all bids are declared noncompliant, the State may issue an addendum to the IFB. Should this occur, confidential discussions will be held with bidders who are interested in continuing to be considered. Each bidder will be notified of the due date for the submission of a new Final Bid to the State. This submission must conform to the requirements of the original IFB as amended by any subsequent addenda. The new Final Bids will be evaluated as required by Section 9, Evaluation.

2.3.8 Award of Contract

Award of contract, if made, will be in accordance with the IFB section on EVALUATION to a responsible bidder whose Final Bid complies with all the requirements of the IFB documents and any addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within 300 days after the scheduled Last Day to Submit Final Bids specified in Section 1; however, a bidder may extend the offer beyond 300 days in the event of a delay of contract award.

The State reserves the right to determine the successful bidder(s) either on the basis of individual items or on the basis of all items included in its IFB, unless otherwise expressly provided in the State's IFB. Unless the bidder specifies otherwise in its bid, the State may accept any item or group of items of any bid. The State reserves the right to modify or cancel in whole or in part its IFB.

Written notification of the State's intent to award will be made to all bidders submitting a Final Bid. If a bidder, having submitted a Final Bid, can show that its bid, instead of the bid selected by the State, should be selected for contract award according to the rules of Paragraph 2.3.7, the bidder will be allowed two (2) working

days to submit a protest to the Intent to Award, according to the instructions contained in Paragraph 2.5.4 of this section.

2.3.9 Debriefing

A debriefing may be held after contract award at the request of any bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the bidder's Final Bid. A debriefing is not the forum to challenge the IFB specifications or requirements.

2.4 Contractual Information

2.4.1 Contract Form

The State has model contract forms to be used by State agencies when contracting for information technology (IT) goods and services. The model contract(s) appropriate for the specific requirements of this IFB are included in the IFB.

2.4.2 Term of Contract

The State intends to retain the required goods and services for at least the period specified elsewhere in this IFB. Ideally, the term of the contract will be for the specified period. If the State requires the contract to be terminated during the contract period, such a requirement will be specified in Section 5, ADMINISTRATIVE REQUIREMENTS.

2.5 Other Information

2.5.1 Disposition of Proposals and Bids

All materials submitted in response to this IFB will become the property of the State of California and will be returned only at the State's option and at the bidder's expense. At a minimum, the Master Copy of the Final Bid shall be retained for official files and will become a public record after the Notification of Intent to Award as specified in Section 1, KEY ACTION DATES. However, materials the State considers confidential information (such as confidential financial information submitted to show bidder responsibility) will be returned upon request of the bidder.

2.5.2 Loss Leader

It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

2.5.3 Contacts for Information (NOT APPLICABLE)

2.5.4 Protests

Before a protest is submitted regarding any issue other than selection of the "successful bidder," the bidder must make full and timely use of the procedures described in this Section 2 to resolve any outstanding issue(s) between the bidder and the State. The procurement procedure is designed to give the bidder and the State adequate opportunity to submit questions and discuss the requirements, proposals and counter proposals before the Final Bid is due. The protest procedure is made available in the event that a bidder cannot reach a fair agreement with the State after exhausting these procedures. There are two types of protests:

requirements (initial) protests and award protests. A protest shall be submitted according to the procedure below. Protests regarding any issue other than selection of the "successful bidder" are requirements protests and will be heard and resolved by the Deputy Director of the Department of General Services, Procurement Division, whose decision will be final.

This solicitation/acquisition is being conducted under the provisions of the Alternative Protest Process (Public Contract Code Section 12125, et seq.) By submitting a bid or proposal to this solicitation, the bidder consents to participation in the Alternative Protest Process, and agrees that all protests of the proposed award shall be resolved by binding arbitration pursuant to the California Code of Regulations, Title 1, Division 2, Chapter 5. The link to the regulations is:

http://www.oah.dgs.ca.gov/laws/bidprotestRegs.htm#1400

A Notice of Intent to Award for this solicitation will be publicly posted in the Procurement Division reception area and sent via facsimile to any bidder who submits a written request for notice and provided a facsimile number.

During the protest period, any participating bidder may protest the proposed award on the following grounds:

1. For major information technology acquisitions – that there was a violation of the solicitation procedure(s) and that the protesting bidder's bid should have been selected; or
2. For any other acquisition – that the protesting bidder's bid or proposal should have been selected in accordance with the selection criteria in the solicitation document.

A written Notice of Intent to Protest the proposed award of this solicitation must be received (facsimile acceptable) by the Coordinator before the close of business 5 p.m. PST/PDT on the **second** working day after issuing the notice of intent, as specified in the solicitation. Failure to submit a timely, written Notice of Intent to Protest waives bidder's right to protest.

Bidder is to send the notice of protest to:

Alternative Protest Process Coordinator/Dispute Resolution
Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Fax: (916) 375-4611

Within seven (7) working days after the last day to submit a Notice of Intent to Protest, the Coordinator must receive from the protesting bidder the complete protest filing including the signed, written detailed statement of protest including exhibits, filing fee and deposit or small business certification as applicable. Untimely submission of the complete protest filing waives the bidder's right to protest.

Protest bond requirement: bond amount for this Alternative Protest Process shall be **ten** (**10)** percent of the contract amount as specified in the solicitation. See California Code of Regulations, Title 1, Section 1418.

California Code of Regulations, Title 1, Division 2.

Chapter 5. Procedures for Conducting Protests Under the Alternative Protest Process

Article 1. General Provisions

§1400. Purpose; Scope of Chapter.

Protests under the Alternative Protest Pilot Project (AB 1159, Chapter 762 of 1997 Statutes, Public Contract Code Division 2, Part 2, Chapter 3.6 (sections 12125-12130)) shall be resolved by arbitration as defined and established by this chapter.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New chapter 5 (articles 1-3), article 1 (sections 1400-1404) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1402. Definitions.

(a) Arbitration, as used in this chapter, means a dispute resolution procedure in which the Department of General Services, Office of Administrative Hearings provides a neutral third party who decides the merits of a protest and issues a binding decision to the Parties.

(b) Awardee includes Proposed Awardee and means the person or entity that was a successful bidder to a Solicitation and has been, or is intended to be, awarded the contract.

(c) Close of Business, as used in this chapter, means 5p.m. Pacific Standard Time (PST) or Pacific Daylight Time (PDT), as applicable.

(d) Contracting Department means either Procurement or the department which has applied and been approved by the Department of General Services to conduct the Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130.).

(e) Coordinator means the person designated as the Alternative Protest Pilot Project Coordinator by the Department of General Services, Procurement Division, to coordinate all aspects of the Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130).

(f) Estimated Contract Value means the value of Protestant's bid.

(g) Frivolous means a protest with any or all of the following characteristics:

(1) It is wholly without merit.

(2) It is insufficient on its face.

(3) The Protestant has not submitted a rational argument based upon the evidence or law which supports the protest.

(4) The protest is based on grounds other than those specified in section 1410.

(h) Major Information Technology Acquisition means the purchase of goods or services, or both, by a state agency, through contract, from non-governmental sources, that has significant mission criticality, risk, impact, complexity, or value attributes or characteristics. Pursuant to subdivision (e) of Section 11702 of the Government Code, these purchases shall include, but not be limited to, all electronic technology systems and services, automated information handling, system design and analysis,

conversion of data, computer programming, information storage and retrieval, telecommunications that include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interactions between people and machines.

(i) OAH means the Department of General Services, Office of Administrative Hearings.

(j) Party means the Procurement Division of the Department of General Services, the Contracting Department, the Awardee, and Protestant(s).

(k) Procurement means the Procurement Division of the Department of General Services.

(l) Protestant means a person or entity that was an unsuccessful bidder to a Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130) and that protests the award.

(m) Small Business means a Certified California Small Business, pursuant to Government Code Division 3, Part 5.5, Chapter 6.5 (commencing with section 14835) and Title 2, California Code of Regulations, section 1896.

(n) Solicitation means the document that describes the goods or services to be purchased, details the contract terms and conditions under which the goods or services are to be purchased, and establishes the method of evaluation and selection.

(o) Solicitation File means the Solicitation and the documents used by the Contracting Department in the Solicitation process, including documents used to evaluate bidders and select a Proposed Awardee. The Solicitation File shall remain available to the public except information that is confidential or proprietary.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Section 11702, Government Code; and Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1404. Notice of Intent to Award Contract.

The Contracting Department shall post a Notice of Intent to Award Contract in a public place specified in the Solicitation, send rejection facsimiles to rejected bidders, and send Notice of Intent to Award Contract facsimiles to any bidder who made a written request for notice and provided a facsimile number. The Contracting Department shall indicate that the Solicitation File is available for inspection. The Contracting Department has the discretion to award a contract immediately, upon approval by the Director of the Department of General Services and, if the Solicitation was for a Major Information Technology Acquisition, the Director of the Department of Information Technology.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

Article 2. Protest Procedure

§1406. Notice of Intent to Protest; Service List.

(a) An unsuccessful bidder who intends to protest the awarded contract pursuant to this chapter must inform the Coordinator. The Notice of Intent to Protest must be in writing and must reach the Coordinator within the number of days specified in the Solicitation, which shall be not less than 1 working day and not more than 5 working days after the posting of the Notice of Intent to Award Contract, as specified in the Solicitation. Failure to give written notice by Close of Business on that day shall waive the right to protest.
(b) On the day after the final day to submit a Notice of Intent to Protest, the Coordinator shall make a service list consisting of those bidders who did submit a Notice of Intent to Protest, the Awardee, and the Contracting Department. The Coordinator shall include addresses and facsimile numbers on this list and shall forward this service list to those bidders who submitted a Notice of Intent to Protest.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New article 2 (sections 1406-1418) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1408. Filing a Protest.

(a) A protest is filed by the submission of: the Detailed Written Statement of Protest and any exhibits specified in section 1412; a check or money order made payable to the Office of Administrative Hearings for the OAH filing fee of $50; and the arbitration deposit as specified in subsection (c) or (d) to the Coordinator by the Close of Business on the 7th working day after the time specified in the Solicitation for written Notice of Intent to Protest under section 1406. A copy of the Detailed Written Statement of Protest and exhibits must also be served on all Parties named in the service list as specified in section 1406. A Protestant who fails to comply with this subsection waives Protestant's right to protest.
(b) Protestant(s) must provide a FAX (facsimile) number. Notification by facsimile is sufficient for service. If the Detailed Written Statement of Protest is sent to the Coordinator by facsimile, Protestant must:
  (1) Verify that the pages sent were all received by the Coordinator; and
  (2) Remit the required deposit and filing fee to Coordinator by any reasonable means. If sending via carrier, the postmark date or equivalent shall be used to determine timeliness.
(c) Each Protestant not certified as a Small Business shall make a deposit of the estimated arbitration costs, by check or money order made payable to the Office of Administrative Hearings, as determined by the Estimated Contract Value.
  (1) For contracts up to $100,000.00, the deposit shall be $1500.00.
  (2) For contracts of $100,000.00 up to $250,000.00, the deposit shall be $3,000.00.
  (3) For contracts of $250,000.00 up to $500,000.00, the deposit shall be $5,000.00.
  (4) For contracts of $500,000.00 and above, the deposit shall be $7,000.00.
  (5) Failure to remit a timely required deposit waives the right of protest.
  (6) Any refund to Protestant(s) shall be made per section 1436.
(d) Each Protestant certified as a Small Business shall submit a copy of the Small Business Certification in lieu of the deposit specified in subsection (c). If Protestant is a Small Business and the protest is denied by the arbitrator, the Contracting

Department shall collect the costs of the arbitration from Protestant. If Protestant does not remit the costs due, the Contracting Department may offset any unpaid arbitration costs from other contracts with Protestant and/or may declare Protestant to be a non-responsible bidder on subsequent solicitations.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1410. Grounds for Protest.

(a) The Public Contract Code, at section 12126(d) provides: Authority to protest under this chapter shall be limited to participating bidders.
  (1) Grounds for Major Information Technology Acquisition protests shall be limited to violations of the Solicitation procedures and that the Protestant should have been selected.
  (2) Any other acquisition protest filed pursuant to this chapter shall be based on the ground that the bid or proposal should have been selected in accordance with selection criteria in the Solicitation document.

(b) The burden of proof for protests filed under this chapter is preponderance of the evidence, and Protestant(s) must bear this burden.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1412. Detailed Written Statement of Protest.

(a) The Detailed Written Statement of Protest must include the grounds upon which the protest is made, as specified in 1410(a).

(b) The Detailed Written Statement of Protest shall contain reasons why Protestant should have been awarded the contract.
  (1) For Major Information Technology Acquisition protests, the Detailed Written Statement of Protest must specify each and every Solicitation procedure which was violated and the manner of such violation by specific references to the parts of the Solicitation attached as exhibits and why, but for that violation, Protestant would have been selected.
  (2) For other acquisition protests, the Detailed Written Statement of Protest must specify each and every selection criterion on which Protestant bases the protest by specific references to the parts of the Solicitation attached as exhibits.
  (3) For all protests, Protestant must specify each and every reason that all other bidders who may be in line for the contract award should not be awarded the contract.

(c) The Detailed Written Statement of Protest must be limited to 50 typewritten or computer generated pages, excluding exhibits, at a font of no less than 12 point or pica (10 characters per inch), on 8 1/2 inch by 11-inch paper of customary weight and quality. The color of the type shall be blue-black or black. In addition to a paper copy, the arbitrator may request that a Protestant submit such information on

computer compatible diskette or by other electronic means if the Protestant has the ability to do so.

(d) Any exhibits submitted shall be paginated and the pertinent text highlighted or referred to in the Detailed Written Statement of Protest referenced by page number, section and/or paragraph and line number, as appropriate.

(e) The Detailed Written Statement of Protest shall not be amended.

(f) Protestant(s) may not raise issues in hearing which were not addressed in the Detailed Written Statement of Protest.

(g) A Protestant who fails to comply with this subsection waives Protestant's right to protest.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1414. Review by Coordinator.

(a) Within 2 working days after receipt of the Detailed Written Statement of Protest, the Coordinator shall notify the Contracting Department and the Awardee of a potential protest hearing.

(b) The Coordinator shall review the Detailed Written Statement of Protest within 5 working days after receipt to preliminarily determine if the protest is Frivolous and notify Protestant of the option to withdraw or proceed in arbitration.

(1) If Protestant withdraws the protest within 2 working days after the notification by the Coordinator of a preliminary determination of Frivolousness, the Coordinator shall withdraw the preliminary finding of Frivolousness and refund Protestant's deposit and filing fee.

(2) If the Protestant previously filed two protests under the Alternative Protest Pilot Project preliminarily determined Frivolous by the Coordinator but then withdrew or waived them before the arbitration decision, the Coordinator shall make final the preliminary determination of Frivolousness for the Department of General Services.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1416. Review and Response by Contracting Department and Awardee.

(a) The Awardee shall have 7 working days after notification by the Coordinator to submit to the Coordinator and Protestant a response to the Detailed Written Statement of Protest.

(b) The Contracting Department, in conjunction with the Coordinator, shall have 7 days after the filing of the Detailed Written Statement of Protest to send a response to Protestant and Awardee.

(c) Responses shall follow the standards set forth in section 1412(c) and (d).

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1418. Bond Requirement.

(a) If the Coordinator has determined that a protest is Frivolous and the Protestant does not withdraw the protest, the Protestant shall be required to post a bond in an amount not less than 10% of the Estimated Contract Value.

(b) The percentage of the bond shall be determined by the Contracting Department and specified in the Solicitation.

(c) Protestant shall post the bond, pursuant to Chapter 2 (commencing with section 995.010) of Title 14 of Part 2 of the Code of Civil Procedure, within 15 working days of the filing of the Detailed Written Statement of Protest or shall be deemed to have waived the right to protest.

(1) If the arbitrator determines that the protest is Frivolous, the bond shall be forfeited to Procurement and the Coordinator will impose Sanctions.

(2) If the arbitrator determines that the protest is not Frivolous, the bond will be returned to the Protestant and no Sanctions imposed.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 995.010 et. seq., Code of Civil Procedure; and Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

Article 3. Arbitration Procedure

§1420. Arbitration Process.

Within 19 calendar days after the Notice of Intent to Award has been posted, the Coordinator shall consolidate all remaining protests under the Solicitation, and send to OAH:

(a) a copy of all Detailed Written Statements of Protest;

(b) OAH filing fees;

(c) arbitration deposits, and/or notice that any Protestant is a Small Business;

(d) Awardee responses;

(e) Coordinator/Contracting Department responses;

(f) the Solicitation File; and

(g) notice to OAH whether interpreter services will be needed for any Protestant or Awardee. OAH shall arrange interpreter services which shall be paid by the Contracting Department.

NOTE:

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New article 3 (sections 1420-1440) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1422. Selection of Arbitrator.

(a) Within 2 working days after receipt of the protest from the Coordinator, OAH shall furnish the names of ten arbitrators to Protestant(s), the Awardee, and the Coordinator. The arbitrator list shall include administrative law judges who are employees of OAH and contract private arbitrators who are not employees of the State of California. Protestant(s), the Awardee, and the Coordinator may each strike two of the ten names and notify OAH within 2 working days. Protestant(s) may also indicate if they prefer a contract arbitrator or an OAH administrative law judge. OAH may then select as arbitrator any name not stricken and shall notify Protestant(s), the Awardee, and the Coordinator within 2 working days. If all names are stricken, the Director of OAH shall appoint an arbitrator.

(b) A proposed arbitrator shall be disqualified on any of the grounds specified in Section 170.1 of the Code of Civil Procedure for the disqualification of a judge.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1424. Authority of Arbitrator.

(a) Arbitrators are authorized to

(1) Administer oaths and affirmations;

(2) Make rulings and orders as are necessary to the fair, impartial, and efficient conduct of the hearing; and

(3) Order additional deposits from Protestant(s) to cover additional estimated costs. If OAH does not receive the required deposit(s) in the time specified, the right to protest will be deemed waived.

(b) The arbitrator shall have exclusive discretion to determine whether oral testimony will be permitted, the number of witnesses, if any, and the amount of time allocated to witnesses.

(c) It shall be in the arbitrator's exclusive discretion to determine whether to

(1) Conduct a prehearing conference; and/or

(2) Permit cross-examination and, if so, to what extent; and/or

(3) Review documents alone for all or part of the protest.

(d) It shall be in the arbitrator's exclusive discretion to determine whether additional responses and rebuttals are to be submitted, and the timelines and page limits to be applied.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1426. Decision Based in Whole or in Part on Documents Alone.

Any Party may request that the arbitrator base the arbitrator's decision on documents alone. It shall be the arbitrator's exclusive discretion to do so.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1428. Prehearing Conference.

(a) If the arbitrator determines that a prehearing conference is necessary, OAH shall set the time and place and notify Protestant(s), the Awardee, and Procurement at least 5 working days prior to the prehearing conference.

(b) The prehearing conference shall be held to identify and define issues in dispute and expedite the arbitration. The parties should be prepared to discuss, and the arbitrator may consider and rule on, any of the following matters applicable to the protest:

(1) Clarification of factual and legal issues in dispute as set forth in the Detailed Written Statement of Protest.

(2) The extent to which testimony shall be permitted and the extent to which cross-examination will be allowed.

(3) Identity of and limitations on number of witnesses, need for interpreters, scheduling and order of witnesses, etc.

(4) Any other matters as shall promote the orderly and efficient conduct of the hearing.

(c) At the prehearing conference, Protestant(s), the Awardee, and Procurement shall deliver a written statement which contains the name of each witness a party wishes to call at hearing along with a brief written statement of the subject matter of the witness's expected testimony. If the arbitrator, in his or her exclusive discretion, allows an expert witness to be called, the party calling the witness shall provide the name and address of the expert along with a brief statement of the opinion the expert is expected to give. The party shall also attach a statement of qualifications for the expert witness.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1430. Scheduling the Hearing.

The arbitrator shall schedule the date, time, and place of hearing and notify all Parties.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1432. Discovery.

The arbitrator has exclusive discretion to issue subpoenas and/or subpoena duces tecum. There shall be no right to take depositions, issue interrogatories, or subpoena persons or documents.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1434. Attendance at Hearings.

The Arbitration hearings shall be open to the public unless the arbitrator, in his or her exclusive discretion, determines that the attendance of individuals or groups of individuals would disrupt or delay the orderly conduct or timely completion of the proceedings.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1436. Arbitrator's Decision.

(a) The final decision shall be in writing and signed by the arbitrator. It shall include a Statement of the Factual and Legal Basis for the decision, addressing the issues raised in the Detailed Written Statement(s) of Protest, and shall include an order upholding or denying the protest(s). The arbitrator's order shall not award a contract.

(b) A copy of the decision shall be sent by regular mail to Procurement, the Contracting Department, the Awardee, and Protestant(s) within 45 calendar days after the filing of the first Detailed Written Statement of Protest. In the arbitrator's exclusive discretion, this timeline may be extended for an additional 15 calendar days. The arbitrator's failure to issue a decision within the time specified by this section shall not be a ground for vacating the decision.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1437. Costs.

(a) For protests not determined Frivolous by Procurement:

(1) If the arbitrator denies the protest, Protestant(s) will be liable for all costs of the arbitration.

(2) If the arbitrator upholds the protest, the Contracting Department shall pay for all costs of the arbitration and Protestant(s) will be refunded the deposit by OAH.

(b) If Procurement determined that the protest was Frivolous and the arbitrator affirms that the protest is Frivolous, the bond shall be forfeited to Procurement, the protest will be denied, and Protestant(s) will be liable for all costs of the arbitration.

(c) If Procurement determined that the protest was Frivolous and the arbitrator determines that the protest is not Frivolous, any bond(s) posted by Protestant(s) shall be returned.

(1) If the arbitrator denies the protest, Protestant(s) shall be liable for half of the costs of the arbitration. The Contracting Department shall pay the remaining half of the arbitration costs.

(2) If the arbitrator upholds the protest, the Contracting Department shall pay for all costs of the arbitration and Protestant(s) will be refunded the deposit by OAH.

(d) A Protestant who withdraws his or her protest before the arbitrator's decision has been issued will remain liable for all arbitration costs up to the time of withdrawal. These costs include, but are not limited to, the arbitrator's time in preparation, prehearing conferences, and hearing the protest. If Procurement deemed the protest Frivolous, any bond posted shall be forfeited to Procurement.

(e) Except as provided in (f), if any costs are determined to be payable by Protestant(s), that amount shall be subtracted from deposit(s) of Protestant(s) as ordered by the arbitrator. Any additional costs shall be billed to Protestant(s) and any refunds shall be sent to Protestant(s) by OAH.

(f) If a Protestant is a Small Business, then the Contracting Department shall pay OAH all arbitration costs and collect the amount due from Protestant.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1438. Judicial Review.

The grounds for judicial review shall be as set forth in Chapter 4 of Title 9 of Part III of the Code of Civil Procedure (commencing with section 1285).

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1440. Transcripts.

(a) A party desiring a transcript of the proceedings shall contact the OAH Transcript Clerk to make arrangements to pay for preparation of the transcript. Prior to preparation of the transcript, a deposit equal to the estimated cost of the transcript shall be paid. Preparation of the transcript will be arranged by the OAH Transcript Clerk. The deposit shall be applied to the actual cost and any excess shall be returned to the party that submitted the request. Any balance due shall be paid by the party or a representative on behalf of the party requesting the transcript before the transcript is released to the requesting party.

(b) Unless a record of a proceeding or any portion thereof was sealed, any person may request a transcript or a recording of the proceeding. If a record of a proceeding or any portion thereof was sealed, only parties to the proceeding may request a transcript of the sealed portions, and the sealed portions shall not be disclosed to anyone except in accordance with the order sealing the proceeding or subsequent order.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

Exhibit 2-A Competitive Bidding and Bid Responsiveness

The purpose of competitive bidding is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc. Competitive bidding is designed to benefit the public body (the State, in the present context), and is not for the benefit of the bidders. It is administered to accomplish its purposes with sole reference to the public interest. It is based upon full and free bidding to satisfy State specifications, and acceptance by the State of the most effective solution to the State's requirements, as determined by the evaluation criteria contained in the IFB.

Competitive bidding is not defined in any single statute but is more in the nature of a compendium of numerous court decisions. From such court decisions, the following rules have evolved, among others:

1. Invitation for Bids must provide a basis for full and fair competitive bidding among bidders on a common standard, free of restrictions tending to stifle competition.
2. The State may modify the IFB, prior to the date fixed for Contract Award, by issuance of an addendum to all parties who are bidders.
3. To have a valid bid, the bid must respond and conform to the invitation, including all the documents which are incorporated therein. A bid which does not literally comply may be rejected.
4. For a variance between the request for bids and the bid to be such as to preclude acceptance (the bid must be rejected), the variance or deviation must be a material one.
5. State agencies usually have the express or implied right to reject any and all bids in the best interests of the State. Bids cannot, however, be selectively rejected without cause.
6. Bids cannot be changed after the time designated for receipt and opening thereof. Other than allowed by law, no negotiation as to the scope of the work, amount to be paid, or contractual terms is permitted. However, this does not preclude the State from clarifying the bidder’s intent by asking questions and considering answers.
7. A competitive bid, once opened and declared, is in the nature of an irrevocable option and a contract right of which the public agency cannot be deprived without its consent, unless the requirements for rescission are present. All bids become public documents.
8. Bids cannot be accepted "in part," unless the invitation specifically permits such an award.
9. Contracts entered into through the competitive bidding process cannot later be amended, unless the Invitation for Bids includes a provision, to be incorporated in the contract awarded, providing for such amendment.

Since competitive procurement became the required method for securing certain IT goods or services, the State has received a number of bids which were deemed to be nonresponsive to the Invitation for Bids or which could not be considered as valid bids within the competitive bidding procedures. Nonresponsive bids or bids which contain qualifications must be rejected. Many of the causes for rejection arise from either an incomplete understanding of the competitive bidding process or administrative oversight on the part of the bidders. The following examples are illustrative of more common causes for rejection of bids. These examples are listed to assist potential bidders in submission of responsive bids.

1. A bid stated, "The prices stated within are for your information only and are subject to change."
2. A bid stated, "This proposal shall expire thirty (30) days from this date unless extended in writing by the ____ Company." (In this instance award was scheduled to be approximately 45 days after bid submittal date.)
3. A bid for lease of IT equipment contained lease plans of a duration shorter than that which had been requested in the IFB.
4. A personal services contract stated, "___, in its judgment, believes that the schedules set by the State are extremely optimistic and probably unobtainable. Nevertheless, ___ will exercise its best efforts..."
5. A bid stated, "This bid is not intended to be of a contractual nature."
6. A bid contained the notation "prices are subject to change without notice."
7. A bid was received for the purchase of IT equipment with unacceptable modifications to the Purchase Contract.
8. A bid for lease of IT equipment contained lease plans of a duration longer than that which had been requested in the IFB with no provision for earlier termination of the contract.
9. A bid for lease of IT equipment stated, "...this proposal is preliminary only and the order, when issued, shall constitute the only legally binding commitment of the parties."
10. A bid was delivered to the wrong office.
11. A bid was delivered after the date and time specified in the IFB.
12. An IFB required the delivery of a performance bond covering 25 percent of the proposed contract amount. The bid offered a performance bond to cover "x" dollars which was less than the required 25 percent of the proposed contract amount.
13. A bid did not meet contract goal for DVBE participation.
14. A bid appeared to meet contract goal for DVBE participation with the dollars submitted, but the supplier had miscalculated the bid costs. When these corrections were made by the State, the supplier's price had increased and the dollars committed for DVBE participation no longer met goal.

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5. ADMINISTRATIVE REQUIREMENTS

This Section contains all of the non-technical requirements and requirements covering the responsibility aspects of the Bidder, to all of which the Bidder must comply. Any material deviation in the Bid will cause it to be rejected, and any nonmaterial deviation may cause it to be rejected.

5.1 Compliance with Administrative Requirements

Before responding to the requirements in Section 5, Administrative Requirements, the Bidder shall carefully review the entire IFB.

All Administrative Requirements specified in this Section shall be considered MANDATORY unless otherwise marked as OPTIONAL. For each MANDATORY Administrative Requirement, the Bidder shall read the requirement and sign Exhibit 5-A, Administrative Requirements Certification, which certifies that the Bidder agrees to the performance of each requirement under the direction of State.

Several of the Administrative Requirements in this section require the Bidder to submit additional documentation as part of the response. For those Requirements that ask for additional documentation, a reference line is provided indicating where the Bidder shall provide the requested information in the Final Bid (see Section 8, Bid Format). The following is an example of this reference line.

Example Reference Line:

Submit (Name of Requested Information) in Volume I, Part 2, (Specific Tab)

In addition to meeting the mandatory requirements listed in Section 5, Administrative Requirements, the Bidder shall do the following:

- Perform the actions and adhere to the deadlines as specified in Section 1, Introduction and Overview
- Comply with the rules specified in Section 2, Rules Governing Competition
- Agree to all requirements specified in Section 6, Statement of Work Requirements
- Complete appropriate cost information as outlined in Section 7, Cost
- Follow the format instructions specified in Section 8, Bid Format

Responding to the IFB

A cover letter (which shall be considered an integral part of the Final Bid) and a completed STD 213 located in Appendix A, Contract shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned Final

Bid shall be rejected. The cover letter shall also include a statement affirming that the contents of the Final Bid are accurate and correct.

The Bidder shall present a signed Exhibit 5-A, Administrative Requirements Certification along with any additional documentation requested in its response for the Final Bid.

The Bidder may provide any additional literature to support its responses to the requirements. Instructions for including literature in the Final Bid are contained in Section 8.2.4 Volume 4 – Literature.

Submit Cover Letter as the first item in Volume 1.

Submit the signed copy of IFB Exhibit 5-A, Administrative Requirements Certification in Volume 1, Part 2, Tab 2.1.

5.2 Corporate and Staff Requirements

5.2.1 Teaming Relationships

1. Bidder as Prime Contractor

   The State requires that the Contract for CSE M&O Services be issued to one Bidder that shall be responsible for successful performance of the work specified in this IFB. The selected Bidder, as Prime Contractor, must accept full responsibility for coordinating and controlling all aspects of the contract, including support or activities to be performed by any subcontractor, if applicable. The selected Prime Contractor shall be responsible for successful performance of all subcontractors. The Prime Contractor shall be the sole point of contact with regard to contractual matters related to subcontractors and payment of any and all charges resulting from work completed.

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

   The Bidder shall complete the Bidder Declaration (GSPD-05-105) and include it with the Bid, irrespective of whether or not it expects to utilize subcontractors. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. For a copy of the Bidder Declaration and completion instructions refer to the following:

http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf

If the Bidder chooses to use any agents, suppliers, and subcontractors in fulfilling the requirements of this IFB, the Bidder shall provide the following information at a minimum on the Bidder Declaration (GSPD-05-105) in compliance with the Bidder Declaration Instructions:

- Provide the name of any agents, suppliers, and subcontractors who expect to perform work on this contract;
- Provide the address, email address, primary contact person, and the telephone and fax numbers for the agents, suppliers, and subcontractors;
- Indicate the current California Certification for Micro Business, Small Business and/or Disabled Veteran Business Enterprise that the subcontractor possesses. Otherwise, enter “None”;
- Describe the involvement and responsibilities of the agents, suppliers, and subcontractors in the Bid;
- Provide the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do NOT enter a dollar amount;
- Provide a response for each subcontractor to indicate that the Prime Bidder has verified that each subcontractor is in good standing as defined in the Bidder Declaration Instructions.

2. Subcontractor(s)

   Any subcontractor that the Bidder chooses to use in fulfilling the requirements of this IFB must meet all applicable Administrative Requirements of the IFB. Subcontractors must also be in good standing as defined in the Bidder Declaration Instructions (GSPD-05-105).

   Subcontractor(s) shall comply with the same Federal and State requirements and provisions as the Bidder. Many of the requirements and provisions may be covered in the contracts between the Bidder and the Subcontractors by referencing the Bidder’s contract with the State, and making the Bidder’s contract and exhibits available to the Subcontractors.

3. Notification of Award to Subcontractors

   Upon award to a Bidder, notice shall be given by the DGS to the Subcontractors listed in the Bidder Declaration. Notification to the Subcontractor by the Bidder is encouraged immediately after award of the Contract. There will be no assignment of responsibility to a third party without prior written DGS approval.

Submit Bidder Declaration (GSPD-05-105) in Volume 1, Part 2, Tab 2.2.

5.2.2 Corporate Background and Experience

The Bidder shall describe three (3) projects within the ten (10) years prior to the IFB release date in which the Bidder has provided application maintenance services and/or system operations services. The Bidder shall summarize each corporate project using IFB Exhibit 5-B, Corporate Background and Experience.

The Bidder's submission must describe three (3) projects in combination that satisfy the following evaluation criteria:

- At least one project must include both application maintenance and operations services for a single system.
- Each project must have been certified by the associated Corporate Client Reference for accuracy and satisfactory performance.
- Each project submitted must satisfy at least one of the following criteria, and all criteria must be met by the set of projects submitted:
  - For at least one project the Bidder must have provided at least 50 full time staff resources for at least two years.
  - At least one system similar in size and complexity to the CSE system (defined below).
  - At least one system similar in architecture to the CSE system (defined below).
  - At least one public sector information system.

For the purposes of Section 5, Administrative Requirements, CSE equivalent size and complexity[10] are defined as a system, which includes the following, at a minimum:

- Centralized database and application environment, supporting both on-line and batch processing for a core business application;
- 2,000 total core application users with 1,000 peak concurrent users and 1,000 distributed users utilizing a wide-area network for access;
- Business application sized at more than 10,000 function points (or 1,000,000 lines of application code); and
- Post system acceptance level of effort for M&O services of 100,000 hours annually (Note: system acceptance is defined as any one of the following: transfer of system software/hardware title, release of application software into production or payment of full development services. This is a measure of system size and complexity, not staff provided by the Bidder)

For the purposes of Section 5, Administrative Requirements, similar architectures to CSE would be systems that utilize at least six (6) of the following:

- IBM Unix multiple server-based host platform running IBM AIX

[10] The "equivalent size" criteria represent about 20-25% of the actual size of the CSE System.

- DB2 database
- IBM WebSphere application server
- Java 2 Platform, Enterprise Edition (J2EE) architecture
- Web application for on-line user access
- Java source code for application business logic
- IBM InfoSphere data warehouse
- Tivoli security and administration tools
- Enterprise forms subsystem, such as Adobe Forms
- Enterprise reporting products for report development, such as Hyperion and Business Objects

Submit three (3) Corporate Background and Experience forms (IFB Exhibit 5-B) in Volume 1, Part 2, Tab 2.3.

5.2.3 Corporate Client References

The Bidder shall send each project contact referenced in IFB Exhibit 5-B, Corporate Background and Experience, a copy of IFB Exhibit 5-C, Corporate Client Reference for completion. The Bidder shall make sure the client reference forms are completed and legible by the client and returned to the Bidder in time to be included with the submittal of the Final Bid. The State may contact any or all client references during the dates and times identified in Section 1.6, Key Action Dates. The Bidder shall ensure that contact information for client references provided is current and that client references will be generally available to validate the information provided in this time frame. If the State is unable to contact a client reference after 3 attempts, the Bid may be rejected. The corporate client referenced for each project must be external to the Bidder's organization and be able to substantiate the Bidder's relevant expertise.

Submit three (3) completed Corporate Client Reference forms (IFB Exhibit 5-C) for the Bidder in Volume 1, Part 2, Tab 2.4.

5.2.4 Subcontractor Corporate Background and Experience

For each Subcontractor that will be performing twenty-five percent (25%) or more of the total bid price, the Bidder shall describe three (3) projects within the ten (10) years prior to the IFB release date in which the Subcontractor's organization has had responsibility for providing either application maintenance services, system operations services, or both. The Bidder shall summarize each of the Subcontractor's corporate projects using IFB Exhibit 5-B, Corporate Background and Experience. The Bidder shall enter the Subcontractor name as the "Bidder Company Name" on IFB Exhibit 5-B.

The Bidder's submission must describe three (3) projects for each Subcontractor subject to this requirement that satisfy the following criteria:

- For each project, the Subcontractor must have provided application maintenance and/or operations services.
- Each project must have been certified by the associated Corporate Client Reference for accuracy and satisfactory performance.
- Each project submitted must satisfy at least one of the following system relevance criteria (only one, not all of the following system relevance criteria need be met by a Subcontractor's complete set of three (3) projects):
  - A system similar in size and complexity to the CSE system.
  - A system similar in architecture to the CSE system.
  - A public sector information system.

For the purposes of Section 5, Administrative Requirements, CSE equivalent size and complexity and CSE equivalent architecture are defined in Section 5.2.2.

The Bidder shall submit a corresponding completed copy of IFB Exhibit 5-C, Corporate Client Reference with the Final Bid for each IFB Exhibit 5-B submitted for Subcontractors. The Bidder shall ensure that the Client Reference for each Subcontractor project is provided with a copy of IFB Exhibit 5-C for completion. The Bidder shall make sure the reference forms are completed and returned to the Bidder in time to be included with the submittal of the Final Bid. The Bidder shall enter the Subcontractor name as the "Bidder Company Name" on IFB Exhibit 5-C.

The State may contact references during the dates and times identified in Section 1.6, Key Action Dates. The Bidder shall ensure that contact information for Subcontractor references provided is current and that references will be generally available to validate the information provided in this time frame. If the State is unable to contact a client reference after 3 attempts, the Bid may be rejected. The corporate clients referenced for each project must be external to the Bidder's and Subcontractor's organizations, and be able to substantiate the Subcontractor's relevant expertise.

Submit three (3) completed Corporate Background and Experience forms (IFB Exhibit 5-B) for each Subcontractor in Volume 1, Part 2, Tab 2.5.

Submit three (3) completed Corporate Client Reference forms (IFB Exhibit 5-C) for each Subcontractor in Volume 1, Part 2, Tab 2.6.

5.2.5 Detailed Staffing Plan

The Bidder shall provide a Detailed Staffing Plan for the contractor's proposed staff that contains the following, at a minimum:

- An approach to acquiring and delivering Bidder staff (including the use of subcontractors, if applicable) that meet required qualifications in the quantities required to provide the CSE System M&O Services specified in Section 6, Statement of Work Requirements;
- An approach to ensuring offered staff meets the qualifications specified in Exhibit 6-B, Staff Qualifications, including technical assessment and training;

- Description of the problem resolution approach to be used to address personnel issues, including both performance and non-performance factors that may impact required services;
- A matrix showing the proposed initial staff assigned by name, classification and task. Any Subcontractor staff must be identified as such;
- A matrix showing how the proposed staff meets all of the Minimum Qualifications for each classification; and
- An approach to replace staff within the required timeframes when necessary for any reason.

Submit the Staffing Plan in Volume 1, Part 2, Tab 2.7.

5.2.6 Initial Staff Levels

Based on the required initial staffing profile shown in Table 5-1, the Bidder shall include in its bid an initial complement of staff for evaluation purposes at the staff levels and positions specified in Table 5-1. Bidders may not propose an alternate level of staffing or change the classification specifications.

The Bidder's initial complement of staff shall be ready and available to perform the services required in Section 6, Statement of Work Requirements as of the date specified in Section 1.6, Key Action Dates as the Contractor Start Work Date. The initial staff levels shown in Table 5-1 and similar tables in this section are represented as full time resources.

Table 5-1 Initial Staff Levels

Initial Staff Levels by Position	1 Contract Management	2 Knowledge Management Services	3 System Operations Services	4 Application Maintenance Services	5 IT Services	Total
Application Architect				1.0		**1.0**
System Architect			1.0			**1.0**
Database Architect			1.0			**1.0**
Application Developer III				6.0		**6.0**
Application Developer II						
Application Test Analyst III				5.0		**5.0**
Application Test Analyst II						
Database Administrator III			3.0			**3.0**
Database Administrator II						
System Softw are Specialist III			8.0			**8.0**
System Softw are Specialist II						
System Administrator II						
System Administrator I						
Operations Specialist II						
			13.0	**12.0**		**25.0**

Note that in Table 5-1 above, Task 1, Contract Management is considered an overhead task for which Bidder staff levels do not apply. Task 2, Knowledge Management Services is a task applicable to all staff and against which Contractor

staff will account for time for reporting purposes, but for which no specific staff levels are specified for bidding purposes.

For each of the Initial Staff Members bid, the Bidder shall provide a complete resume in the format specified in Administrative Requirement Section 5.2.7, Resume Format.

Submit Resumes for Initial Staff in Volume 1, Part 2, Tab 2.8.

5.2.7 Resume Format

To facilitate verification of staff qualifications, all resumes must be prepared in accordance with the Resume Format template, which is available in the Bidders Library. Resumes shall contain the following information at a minimum:

- Name
- Education, including names of institutions, degrees and dates conferred. Include non-degree-related formal training relevant to the position for which the staff member is being proposed. Training references must include the institution providing the training.
- Relevant experience, beginning with most recent, for no more than the ten (10) years prior to the IFB release date. Experience must be organized by project, assignment, or employer. For each such engagement, include the following:
  - Project or Engagement Title
  - Beginning and Ending Dates of referenced engagement (month and year)
  - Job Title or Position
  - Scope of Responsibilities
  - Skills utilized or experience attained during this period that match the minimum qualifications listed in Exhibit 6-B, Staff Qualifications (as applicable). The skills/experience list must identify all minimum qualifications met by the staff member for the applicable classification.
- Client References:

  The Bidder shall provide three (3) client references for each staff member using Exhibit 5-D, Staff Client Reference form. The Bidder shall submit the forms to the client reference for completion. Each Client Reference shall be from a different Project or Engagement unless there are less than three Projects or Engagements listed in the resume. The Bidder shall include the completed Client Reference Forms from the client with the submittal of the Final Bid. The Staff Member Performance portion of the Staff Client Reference form shall be considered optional.

The State may contact any or all of the client references submitted during the dates and times indicated in Section 1.6, Key Action Dates. The Bidder shall ensure that contact information for references provided is current and that references will be generally available to validate the information provided in this time frame. The first attempt may be made by email. If no response is received within four State business

days the second and third attempt may be made by phone. If the State is unable to contact provided references after 3 attempts, the Bid may be rejected. Client references must be external to the Bidder's organization or the staff member's current or former organizations, unless less than three (3) external client projects are reflected in the resume or unless the Job Titles or Positions reflected in the resume indicate duties that are not visible to the client. Client references must have direct experience and knowledge of work performed by proposed staff. Client references may be for any engagement within the ten (10) years prior to the IFB release date, and need not be related to work performed for the Bidder's organization.

Submit three (3) completed Staff Client Reference Forms for each Senior Staff Member (IFB Exhibit 5-D) in Volume 1, Part 2, Tab 2.9.

5.3 Miscellaneous Administrative Requirements

5.3.1 Secretary of State Certification

All corporations, Limited Liability Companies (LLC's) and Limited Partnerships (LPs) must be registered and in 'Active' status with the California Secretary of State to be awarded a contract. The State will verify that the Bidder and any Subcontractors performing more than ten (10) percent of the total bid price are currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.

"Doing business" is defined in the Revenue and Taxation Code 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporation performing within the state not be subject to the franchise tax.

The Bidder shall register all domestic and foreign business entities (those established outside of California) with the Office of Secretary of State. The Bidder shall be in good standing and shall be qualified to do business as required under California law. The Secretary of State may be contacted as follows:

California Secretary of State
Division of Corporate Filing and Services
1500 Eleventh Street, Third Floor
Sacramento, CA 95814-5701
Certification Unit: (916) 657-5251

http://kepler.ss.ca.gov/list.html

The Bidder shall provide the Secretary of State Certification to do business in California with the Final Bid for itself and for any Subcontractors performing more than ten (10) percent of the total bid price. If the Secretary of State certification to do business in California has not been received by the Bidder, a copy of the Bidder's application and statement of the status must be included in its Final Bid.

Submit Secretary of State Certification for Bidder and any applicable Subcontractors in Volume 1, Part 2, Tab 2.10.

5.3.2 Required Compliance Forms

- Bidders shall complete STD 204, Payee Data Record, available at www.documents.dgs.ca.gov/osp/pdf/std204.pdf, and submit it with the Final Bid.
- Bidders shall complete the Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Transactions, Exhibit 5-E, and submit it with the Final Bid.

Submit completed STD 204, Payee Data Record in Volume 1, Part 2, Tab 2.11.

Submit Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Transactions (IFB Exhibit 5-E) in Volume 1, Part 2, Tab 2.12.

5.3.3 Child Support Compliance Act

For any contract in excess of $100,000, the Bidder agrees, in accordance with Public Contract Code Section 7110 et seq., that:

1. The Bidder recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.
2. The Bidder, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

5.3.4 Insurance Documents

The Bidder must maintain in force (as required by State law) a valid Worker's Compensation Insurance Policy with employer's liability and a valid General Liability insurance policy in the amount of not less than $1,000,000 for all employees engaged in the performance of the contract and agree to furnish the State satisfactory evidence thereof at the time of Bid submittal and at any time the State may so request.

For purposes of this IFB, the Bidder shall furnish to the State a certificate of insurance stating that there is general liability and worker's compensation insurance with employer's liability presently in effect for the Contractor of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance must include the following provisions:

1. The insurer will not cancel the insured's coverage without 30 calendar days prior written notice to the State; and

2. The State of California, its officers, agents, employees, and servants are hereby named as additional insured only with respect to work performed for the State of California.

Any Bidder utilizing subcontractors to perform more than ten percent (10%) of the total bid price must also submit certificates of insurance from those subcontracting firms at the time of Bid submittal and at any time the State may so request.

Submit a Certificate of Insurance for the bidding company in Volume 1, Part 2, Tab 2.13.

If applicable, submit a certificate of insurance for the subcontracting firms to perform more than ten percent (10%) of the total bid price in Volume 1, Part 2, Tab 2.13.

5.3.5 Workplace Policy Enforcement

Bidders must read, understand, and agree to all DCSS workplace policies. Bidders must sign the certification on Exhibit 5-F, Workplace Policy Enforcement acknowledging agreement with the stated workplace policies. Such agreement extends to all Consultants assigned to fulfill any contract resulting from this IFB. The policies are included in the Bidders Library.

Submit completed and signed IFB Exhibit 5-F, Workplace Policy Enforcement in Volume 1, Part 2, Tab 2.14.

5.3.6 Disabled Veteran Business Enterprise (DVBE) Participation Program Requirement

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in state contracts. The minimum DVBE participation percentage (goal) is **3%** for this solicitation. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a "good faith effort" (GFE). The Bidder must meet or exceed the DVBE goal of 3%.**

DVBE Declaration Forms

Bidders are responsible for thorough review and compliance with the DVBE Program Requirements and Resources instructions available at the following location:

http://www.documents.dgs.ca.gov/pd/poliproc/Master-DVBEReqPack-GoodsITFinalVersion090909.pdf

To be considered responsive, bidders must complete and return the Bidder Declaration, GSPD-05-105 (08/09) and the DVBE Declaration, STD.843 (5/2006), as applicable. Failure to complete and submit all required forms with the bid, that fully document and meet the DVBE program requirement, may cause the bid to be rejected.

- GSPD-05-105

  http://www.documents.dgs.ca.gov/pd/poliproc/Master-BidDeclar08-09.pdf

- STD. 843

  http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf

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

Bidders who have been certified by California as a DVBE (or who are bidding 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 solicitation, contact the Procurement Official identified in Section 1.5, Procurement Contacts or obtain a copy at the following website:

www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf.

The completed form must be included with the Final Bid response.

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

DVBE Incentive

In accordance with section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The maximum incentive for this solicitation is two percent (2%) of the lowest responsive and responsible total bid price, or $100,000, whichever is less, and is based on the amount of DVBE participation obtained, according to the table below.

Confirmed DVBE Participation of:	DVBE Incentive %
5% or Over	2%
4% to 4.99%	1%
3% to 3.99%	0%

Bidders shall provide documentation of one of the following choices[11] in the Final Bid:

- Commit to full DVBE participation (Option A). Locate and commit to using certified DVBE firms who will perform at least 3%, or
- Reference a DGS-approved DVBE Utilization Plan (Option C). Submit a copy of the "Notice of an Approved DVBE Business Utilization Plan" in the name of Bidder's company.

[11] Option B Good Faith Effort has been eliminated as part of the 2009/10 budget reform.

If applicable, submit the Bidder's Disabled Veteran Business Enterprise Declarations (STD 843) in Volume 1, Part 2, Tab 2.15.

If applicable, for each DVBE Subcontractor, submit the Bidder's Disabled Veteran Business Enterprise Declarations (STD 843) in Volume 1, Part 2, Tab 2.15.

DVBE Certification

If, for this agreement, the contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then the contractor must, within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement), certify in a report to the awarding department: (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; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d))

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC 999.9; Public Contract Code (PCC) 10115.10, or PCC 4110 (applies to public works only).

5.3.7 Commercially Useful Function (CUF)

On January 1, 2004, Chapter 623, Statutes of 2003, became effective and required all small businesses, microbusinesses and disabled veteran business enterprises to perform a "commercially useful function" in any contract they perform for the State. A business that is performing a commercially useful function is one that does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract;
- Carries out its obligation by actually performing, managing, or supervising the work involved;
- Performs work that is normal for its business, services, and function; and
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

The Bidder must provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the CUF requirement on Exhibit 5-G, Commercially Useful Function.

A contractor, subcontractor, or supplier will not be considered to perform a CUF if the role of the contractor or supplier is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB, MB, SB/NVSA or DVBE participation.

If applicable, submit IFB Exhibit 5-G, Commercially Useful Function for each certified small business and/or DVBE in Volume 1, Part 2, Tab 2.16.

5.4 Preference Claims (Optional)

The requirements in this section are optional. The State's denial of any of the preference requests is not a basis for rejection of the Bid. Contracts awarded with applied preferences will be monitored throughout the life of the contract for compliance to statutory, regulatory, and contractual requirements. The State will take appropriate corrective action to apply sanctions as necessary to enforce performance programs.

5.4.1 Enterprise Zone Act (EZA)

Government Code Section 7070, et. seq., provides that California based bidders, shall be granted a 5% preference, not to exceed a maximum of $50,000, whenever a state agency prepares a solicitation:

1. For a goods contract in excess of $100,000 and the worksite(s) is not fixed by the terms of the contract, if they demonstrate and certify, under penalty of perjury, that 50 percent of the labor hours required to manufacture the goods and perform the contract shall be accomplished at an approved worksite(s) located in an enterprise zone (Gov. Code 7084(a)).
2. For a services contract in excess of $100,000, and the worksite(s) is not fixed by the terms of the contact, if they demonstrate and certify, under penalty of perjury, that 90 percent of the labor hours required to perform the contract shall be accomplished at an approved worksite(s) located in an enterprise zone (Gov. Code 7084(b))
3. Where a bidder complies with Gov. Code Sections 7084(a), or 7084(b), and certifies, under penalty of perjury, to hire a specified percentage of persons living within a targeted employment area, or are enterprise zone eligible employees, those bidders shall be granted additional preferences according to the hiring percentages specified as follows:
    a. An additional one percent (1%) preference by certifying to hire employees equal to 5 to 9 percent of the workforce
    b. An additional two percent (2%) preference by certifying to hire employees equal to 10 to 14 percent of the workforce
    c. An additional three (3%) preference by certifying to hire employees equal to 15 to 19 percent of the workforce
    d. An additional four (4%) preference by certifying to hire employees equal to 20 or more percent of the workforce

4. The maximum that can be awarded for this and any other provision of law is limited to 15 percent, nor shall the combination of all preferences allowable by law exceed one hundred thousand ($100,000) dollars.

Bidders seeking to obtain an EZA 5% preference must submit a completed STD Form 831 with or prior to their bid that includes the following:

1. All appropriate certifications.
2. The bidding firm's name and the name of all suppliers and subcontractors that will work with the bidder to fulfill the terms of the contract along with the address(es) of each of the worksite(s) and estimated labor hours.
3. Enterprise zone name(s)
4. Bidder's original signature.
5. The bidder must indicate if seeking the additional 1 to 4 percent preference available for hiring persons with a high risk of unemployment, by checking the appropriate box.

A bidder who has claimed an EZA preference(s) and is awarded the contract will be obligated to perform in accordance with preference(s) requested, provided that the EZA preference(s) was granted in obtaining the contract.

Bidders should contact the city or county economic development office or the Department of Housing and Community Development website (www.hcd.ca.gov) to identify enterprise zone locations. Firms receiving EZA preferences must report their labor hours. Reference the state contract on which the award is based for specific reporting requirements.

For a copy of Standard Form 831 refer to:

www.documents.dgs.ca.gov/osp/pdf/std831.pdf.

The Bidder shall submit a fully executed copy of the Standard Form 831 to claim the EZA preference. The Bidder’s Final Bid may omit this item if there is no intention to claim this preference.

If applicable, submit Standard Form 831 to claim EZA preference in Volume 1, Part 2, Tab 2.17.

5.4.2 Target Area Contract Preference Act (TACPA)

Government Code Section 4530, et. seq., provides that California based companies shall be granted a 5% preference, not to exceed a maximum of $50,000, whenever a state agency prepares a solicitation:

1. For a goods contract in excess of $100,000 and the worksite(s) is not fixed by the terms of the contract if they demonstrate and certify under penalty of perjury that at least 50 percent of the total hours required to manufacture the goods and perform the contract shall be performed at an identified worksite(s) located in a distressed area.
2. For a services contract in excess of $100,000 and the worksite(s) is not fixed by the terms of the contract demonstrate and certify under penalty of perjury

that at least 90 percent of the total labor hours required to perform the contract shall be performed at an identified worksite(s) located in a distressed area.

Bidders seeking to obtain a TACPA 5 percent preference must submit a completed STD Form 830 with or prior to their bid that includes the following:

1. All appropriate certifications.
2. The bidding firm's name and the name of all suppliers and subcontractors that will work with the bidder to fulfill the terms of the contract along with the address(es) of each of the worksite(s) and estimated labor hours.
3. County census tract number and block group number.
4. Bidder's original signature.
5. The bidder must indicate if seeking the additional 1 to 4 percent preference available for hiring persons with a high risk of unemployment, by checking the appropriate box.

A bidder who has claimed a TACPA preference(s) and is awarded the contract will be obligated to perform in accordance with the preference(s) requested, provided that the TACPA preference(s) was granted in obtaining the contract.

Bidders should contact the TACPA/EZA/LAMBRA Preference Program Group (916) 375-4609, to determine if the worksite(s) is eligible. Firms receiving TACPA preferences must report their labor hours. Reference the state contract on which the award is based for specific reporting requirements.

Bidders desiring to claim this preference for services must submit a fully executed copy of the TACPA form (STD 830), available at:

www.documents.dgs.ca.gov/osp/pdf/std830.pdf

The Bidder shall submit a fully executed copy of the TACPA form to claim this preference. The Bidder’s Final Bid may omit this item if there is no intention to claim this preference.

If applicable, submit Standard Form 830 to claim TACPA preference in Volume 1, Part 2, Tab 2.18.

5.4.3 Local Agency Military Base Recovery Area (LAMBRA) Act

Government Code Section 7118, et. seq., provides that whenever a state agency prepares a solicitation for a goods or services contract in excess of $100,000 and the worksite(s) is not fixed by the terms of the contract, a 5 percent bid preference will be granted to California-based bidders if they certify under penalty of perjury that no less than 50 percent of the labor required to perform a contract for goods, or 100 percent of the labor hours required to perform a contract for services are performed at an approved worksite(s) located in a local agency military base recovery area.

Bidders seeking to obtain a LAMBRA 5 percent preference must submit a completed STD Form 832 with or prior to their bid that includes the following:

1. All appropriate certifications

2. The bidding firm's name and the name of all suppliers and subcontractors that will work with the bidder to fulfill the terms of the contract along with the address(es) of each of the worksite(s) and estimated labor hours
3. Military Base Recovery Area name(s)
4. Bidder's original signature
5. The bidder must indicate if seeking the additional 1 to 4 percent preference available for hiring persons with a high risk of unemployment, by checking the appropriate box.

A bidder who has claimed a LAMBRA preference(s) and is awarded the contract will be obligated to perform in accordance with preference(s) requested, provided that the LAMBRA preference(s) was granted in obtaining the contract.

Bidders should contact the Department of Housing and Community Development website (www.hcd.ca.gov) to identify LAMBRA zone locations. Firms receiving LAMBRA preferences must report their labor hours. Reference the state contract on which the award is based for specific reporting requirements.

Bidders desiring to claim this preference for services shall submit a fully executed copy of the LAMBRA form (Standard Form 832) with the Final Bid to claim this preference. For a copy of the STD Form 832 refer to:

www.documents.dgs.ca.gov/osp/pdf/std832.pdf

The Bidder's Final Bid may omit this item if there is no intention to claim this preference.

If applicable, submit Standard Form 832 to claim LAMBRA preference in Volume 1, Part 2, Tab 2.19.

5.4.4 Summary of Contract Activities

If a Bidder qualifies for one or more of the bidding preferences above (EZA, TACPA, LAMBRA), the Bidder shall submit a fully executed copy of the Manufacturer's Summary of Contract Activities and Labor Hours (DGS/PD 525) and the Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 526) with the Final Bid. The Bid may not contain these items if the Bidder does not intend to claim any of these preferences. These forms are available on the DGS website at:

www.documents.dgs.ca.gov/pd/dispute/mfgsum1001.pdf

www.documents.dgs.ca.gov/pd/edip/bidsum1001.pdf

If applicable, submit DGS/PD 525 in Volume 1, Part 2, Tab 2.20 and DGS/PD 526 in Volume 1, Part 2, Tab 2.21 to any claim bidder preference(s).

5.4.5 Small Business Preference

Small businesses and microbusinesses are desired and encouraged to participate in this IFB. Section 14835, et seq. of the Government Code requires a five percent (5%) preference be given to Bidders who qualify as a small business. The Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) must certify small businesses seeking

eligibility for the five percent (5%) preference. The Bidders must specifically request the five percent small business preference be applied to their Bids. The preference is used only for evaluation purposes and does not alter the dollar amount of the actual Bids. Questions regarding the preference approval process should be directed to the Office of Small Business and Disabled Veteran Business Enterprise Certification at 707 Third Street, First Floor, Room 400, West Sacramento, CA 95605 or call (916) 375-4940. Twenty-four-hour information and document request system: (916) 322-5050. Information regarding small business certification is available at:

http://www.pd.dgs.ca.gov/smbus/sbcert.htm

SMALL BUSINESS CERTIFICATION

To claim the small business preference, the firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the OSDS by 5:00 p.m. on the date the Final Bid is due, and the OSDS must be able to approve the application as submitted. Small Business Non-Profit Veteran Service Agencies (SB/NVSA) claiming the Small Business Preference must possess certification by California prior to the day and time the bids are due. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE

A five percent (5%) bid preference is available to a non-small business claiming at least twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the Bidder Declaration Form GSPD 05-105 must list all of the California certified small businesses with which the Bidder commits to subcontract in an amount of at least twenty five percent (25%) of the total bid price.

SMALL BUSINESS NON-PROFIT VETERAN SERVICES AGENCIES (SB/NVSA)

A five percent (5%) preference is available for SB/NVSA Bidders bidding as a Prime. The definition of nonprofit veteran service agencies qualifying as a small business is contained in Section 999.50 et seq. of the Military and Veterans Code. A copy of the regulations is available upon request from the Office of Small Business and Disabled Veteran Business Enterprise Certification.

CLAIMING THE PREFERENCE

In the Final Bid, the Bidder shall submit the Intent to Claim Small Business Preference, IFB Exhibit 5-H and the Bidder Declaration Form, GSPD-05-105 to claim the Small Business preference (see Section 5.2.1, Teaming Relationship on instructions to complete this form). NOTE: All Bidders must complete the Bidder Declaration Form and include it with the bid response irrespective of the percentage of participation by subcontractors.

If applicable, submit Intent to Claim Small Business Preference (IFB Exhibit 5-H) in Volume 1, Part 2, Tab 2.22 AND provide CUF Statement (IFB Exhibit 5-G) in Volume 1, Part 2, Tab 2.16.

Exhibit 5-A Administrative Requirements Certification

By signing this document the bidder agrees to comply with all MANDATORY requirements in Section 5, Administrative Requirements.

Dated: _____

Bidder Company Name

Signature of Company Representative

Printed/Typed Name and Title of Company Representative

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Exhibit 5-B Corporate Background and Experience

Bidder Company Name: _____

BIDDER shall summarize its corporate experience relevant to CSE M&O Services using this form. Use one form per project. Please number projects: 1, 2, 3, etc. for ease of reference.

Project No: _____ Project Name: _____

Client Company Name: Address: Contact Person Name: Telephone Number: Email Address:	
Nature and Scope of Project and System	
Bidder Roles and Responsibilities	
Technologies Used in the System	[ ] IBM AIX [ ] DB2 Database [ ] IBM WebSphere [ ] J2EE Architecture [ ] Web Applications [ ] Java Business Logic [ ] IBM InfoSphere [ ] Tivoli [ ] Enterprise Forms [ ] Enterprise Reports
Bidder Activities	[ ] Host Operation or operational support services [ ] Application Maintenance services [ ] Other:
Contract Start/Finish Dates	Start: Finish:
Contract Amount for M&O Activities (by year)	
Type of System	[ ] Public Sector System [ ] Child Support Enforcement System [ ] Other Welfare System [ ] Private Sector System
Application Complexity	[ ] Centralized Database [ ] Centralized Core Business Application [ ] Batch Processing [ ] On-Line Distributed User Access
Application Users	_____Total Users _____Peak Concurrent Users _____Distributed Users _____Core Application Users
Application Size	_____Function Points, or _____Lines of code
M&O Full-time Resources	Bidder provided _____ full-time resources for at least two years
M&O Hours Performed Annually	_____Total Project M&O annual hours

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Exhibit 5-C Corporate Client Reference

Bidder Company Name:_____

Project No: _____ Project Name: _____

Note to Bidder: Bidder shall provide this form along with a copy of the associated Exhibit 5-B, Corporate Background and Experience to its Corporate Client Reference for the project stated above.

BIDDER SHALL NOT complete any sections of this form below this point.

Note to Client Reference: This information will be used to evaluate the Bidder identified above. Please review the attached Exhibit 5-B, Corporate Background and Experience and complete the following certification regarding the characteristics of the Project and the Bidder's roles and responsibilities with respect to the Project. Please note that a State of California staff person may contact you to verify the responses on this form. Thank you for your assistance.

Client Company Name: _____ Client Company Address: _____ _____ Phone Number: (____) _____ Email Address _____	Contact Person: _____ Printed Title of Contact Person Signing: _____ ***Certification: I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made on the attached Exhibit 5-B, Corporate Background and Experience and, to the best of my knowledge and belief all information is accurate.*** Contact Person Signature: _____ Date: _____
Summary of Bidder Services: Date of Service: _____through_____ Total Labor Hours: _____ Total Contract Amount: $_____ Bidder Performance: o Satisfactory o Unsatisfactory	

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Exhibit 5-D Staff Client Reference

Bidder Company Name: _____

Staff Member Name: _____

Project or Engagement Title: _____

Job Title or Position: _____

Note to Bidder: Bidder shall provide this form to the Staff Member's Client Reference for the project stated above, along with a copy of the associated Resume as submitted with its Bid in response to this IFB.

BIDDER SHALL NOT complete any sections of this form below this point.

Note to Client Reference: This information will be used to evaluate the Bidder staff member identified above. Please review the attached resume and complete the following certification regarding the characteristics of the Project or Engagement identified above and the Bidder staff member's roles and responsibilities with respect to the Project as detailed on the resume. Please note that a State of California staff person may contact you to verify the responses on this form. Thank you for your assistance.

Client Company Name: _____ Client Company Address: _____ _____ Phone Number: (____) _____ Email Address _____	Contact Person: _____ Printed Title of Contact Person Signing: _____ ***Certification: I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made on the attached Resume and, to the best of my knowledge and belief all information is accurate.***
Summary of Staff Services: Date of Service: _____through_____ Staff Member Performance: o Satisfactory o Unsatisfactory	Contact Person Signature: _____ Date: _____

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Exhibit 5-E Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion, Lower Tier Covered Transactions

This certification is required for federally funded agreements in the amount of $25,000 or more by the regulations implementing Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76 and 44 CFR Part 17. See also:

http://www.acf.dhhs.gov/programs/ofs/grants/debar.htm

(BEFORE COMPLETING CERTIFICATION, READ THE FOLLOWING INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective recipient of Federal assistance funds certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

Dated: _____

Bidder Company Name

Signature of Company Representative

Printed/Typed Name and Title of Company Representative

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Exhibit 5-F Workplace Policy Enforcement

☒ Applicable to this IFB, policies included in the Bidders Library

☐ Not Applicable to this IFB

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Bidder to adhere to the Workplace Policies in the **Bidders Library** as listed below:

1. Incompatible Activities Statement
2. Sexual Harassment Policy
3. Smoking Policy
4. Information Security Manual
5. Workplace Violence Prevention Program
6. Internet and Email Policy

This certification is made under the laws of the State of California.

Dated: _____

Bidder Company Name Federal ID Number

Signature of Company Representative

Printed/Typed Name and Title of Company Representative

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Exhibit 5-G Commercially Useful Function

All certified Small Business, Microbusiness, and/or DVBE contractors or subcontractors must meet the commercially useful function requirements under Government Code, Section 14837 (for SB) and Military and Veterans Code, Section 999(e)(2) (for DVBE). These requirements are summarized as follows:

A business that is performing a commercially useful function is one that does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract
- Carries out its obligation by actually performing, managing, or supervising the work involved
- Performs work that is normal for its business, services, and function
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices

The Bidder must complete this Exhibit for each certified Small Business, Microbusiness, and/or DVBE.

Name of Certified Small Business or DVBE

The Bidder must provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the CUF requirement.

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

Bidder Company Name

Signature of Company Representative Date

Printed/Typed Name and Title of Company Representative

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Exhibit 5-H Intent to Claim Small Business Preference

ALL BIDDERS, MUST CHECK THE APPROPRIATE LINE:

____ I am a California certified small business and the Small Business Preference is applicable to this Bid. A copy of my certified form from the Office of Small Business and Disabled Veteran Business Certification is attached.

____ I have recently filed for California small business preference but have not yet received certification.

____ I am not a certified small business but I am using a small business as a Subcontractor claiming at least 25% small business subcontractor preference.

Name of Small Business Subcontractor (if applicable)

Bidder Company Name

Name and Title of Authorized Representative

Signature Date

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6. STATEMENT OF WORK REQUIREMENTS

The purpose of the Statement of Work Requirements is to define the M&O Services Tasks to be performed by the Bidder's[12] offered staff. See Section 2, Rules Governing Competition, Section 5, Administrative Requirements, and Section 8, Bid Format, for other requirements that must be met for the Bid to be considered responsive to this IFB.

6.1 General Information

It is the State's intent that all services provided by the Contractor pursuant to this SOW be under the direction of State managers and supervisors, and in accordance with existing DCSS and CSE System M&O processes and procedures developed by the State and its Business Partners. Pertinent plans and procedures are provided in the Bidders Library for Bidder review.

ALL STATEMENT OF WORK REQUIREMENTS SPECIFIED IN THIS SECTION SHALL BE CONSIDERED MANDATORY. THE BIDDER SHALL READ EACH STATEMENT OF WORK REQUIREMENT AND SIGN EXHIBIT 6-A WHICH CERTIFIES THAT THE BIDDER AGREES TO THE PERFORMANCE OF EACH REQUIREMENT UNDER THE DIRECTION OF THE STATE.

The Bidder has the option to provide any additional literature to support its responses to the requirements. As identified in Section 8, Bid Format, Volume 4, Literature is available for that purpose. Instructions for including literature in the Final Bid are contained in Section 8, Bid Format.

For those detailed Statement of Work Requirements in this section that specify creation or update of a document or product, such as a specification, plan or report, the requirement text indicates if the document is a contract deliverable. Contract deliverables are summarized in Section 6.3, Deliverables, which also provides instructions regarding the required format and acceptance of contract deliverables. Documentation identified in the text but not identified as formal deliverables are not listed in Section 6.3 and do not require a formal acceptance process.

Submit IFB Exhibit 6-A, Statement of Work Requirements Certification in Volume 1, Part 3, Tab 3.1.

[12] In this section, unless specified otherwise the term "Bidder" refers to the business entity responding to this IFB. The term "Contractor" refers to the business entity selected through this procurement process and awarded a contract for the provision of CSE M&O Services.

6.2 Statement of Work

6.2.1 Task 1 – Contract Management

Contract Management focuses on contract reporting, issue resolution, and overall Human Resources Management in support of Contractor Staff. This includes planning, control, coordination, and execution responsibilities for this engagement. The Contractor shall assign a Contractor Engagement Manager to act as the Contractor's single point of contact for communication and resolution of all Contract Management issues. Note that Contractor services to perform this task are considered a Contractor overhead responsibility, and the State will not be invoiced for hours or services delivered. The Contractor will not be provided facilities or other resources at the DCSS offices for the Contractor's Engagement Manager or for Contract Management activities, other than occasional use of DCSS conference rooms, to be scheduled on an as-needed basis.

6.2.1.1 Monthly Activity Report

The Contractor shall submit a Monthly Activity Report that summarizes the activities performed by the Contractor's staff during the previous month and the activities planned for the next month for each SOW Task and Subtask. For reporting purposes, this SOW defines each Subtask with a 4th level section header, e.g., *6.2.1.1 Monthly Activity Report*. The Monthly Activity Report must be prepared in accordance with the DCSS template, which is available in the Bidders Library.

The Monthly Activity Report must contain the actual current month and cumulative hours worked during the state fiscal year by each staff member and applicable SOW Subtask, as compared with the corresponding planned hours specified in the Contract Cost Workbook (see Section 7.2, Cost Table Instructions). Should DCSS direct a change in the Staffing Profile, DCSS will provide the Contractor an updated Cost Workbook reflecting the directed changes. Summary information must also be included in the Monthly Activity Report reflecting the actual current month and cumulative hours worked and costs incurred during each month in the state fiscal year by SOW Task, as compared with the corresponding planned hours specified in the Contract Cost Workbook. Labor hour and cost reporting applies only to SOW Tasks 2-5.

In addition to actual hours worked, the Monthly Activity Report shall include knowledge management hours, standby hours, and directed off-hours worked during the month for each Contractor staff member for comparison against applicable thresholds (see Section 6.4, Normal Work Hours, Location, and Exceptions).

The Monthly Activity Report must also include the status of any issues pertaining to SOW tasks or Contractor staff. Monthly Activity Reports will be reviewed by the State. Approval by the State will be based on accuracy and completeness.

6.2.1.2 Monthly Issue Management Meeting

The Contractor's Engagement Manager shall conduct a monthly meeting with State management to discuss CSE M&O Services issues. The Contractor shall record and publish minutes and track action items to resolution. A summary of open and resolved issues shall be included in the Monthly Status Report.

6.2.1.3 Resource Management

The Contractor shall provide all personnel and human resource management support as needed for all Contractor staff. The Contractor's Engagement Manager shall manage all Contractor staff personnel issues and coordinate any issues with the State, e.g., related to facilities, accessibility, the workplace, worker relations, human resource management, etc. in accordance with its detailed Staffing Plan submitted with its Bid (see Section 5.2.5), and which becomes part of the contract (see Exhibit A-7, Administrative Exhibits). All staff changes, including staff replacement, addition, change in classification, and changes in staff levels associated with this SOW require prior State approval.

6.2.2 Task 2 – Knowledge Management Services

Knowledge Management is a DCSS program that ensures effective knowledge transfer of CSE System architecture, CSE System M&O technical processes and procedures, California Child Support knowledge, and DCSS workplace policies and procedures to all staff providing CSE M&O Services.

Contractor staff shall participate in Knowledge Management activities, both at the beginning of the contract (Transition-In), and as staff are added, reduced, or replaced throughout the contract period. During Transition-In Contractor staff will be responsible to receive and assimilate DCSS and CSE System information from current DCSS staff and satisfactorily complete an initial Operations Readiness Assessment. Throughout the term of the contract Contractor staff may be tasked to either provide knowledge transfer to new or existing staff, or receive system knowledge from current knowledgeable personnel, such as learning the detailed design of a different application component. These knowledge transfer activities may be from Contractor staff to Contractor staff, or between Contractor staff and State staff.

The Knowledge Management Services task is applicable to all Bidders, including the incumbent CSE Business Partner and any of its subcontractors. Knowledge Management Services includes all activities necessary to achieve a satisfactory rating on the Operations Readiness Assessment during the initial Transition-In period (see Section 6.2.2.3).

Since Knowledge Management Services are a responsibility of all M&O staff, resources levels are not included in the staffing profile, but shall be tracked by the Contractor in timekeeping and reporting.

6.2.2.1 Transition-In Planning

The Contractor shall participate in the State's Transition-In Planning effort, which will encompass all tasks necessary to establish the readiness of the Contractor's personnel to begin providing M&O services in accordance with the State's Knowledge Management program. The Contractor shall coordinate availability of new staff and provide to the State necessary new staff documentation (such as resumes) as needed for new staff orientation and assessment (see Section 6.2.2.3 Operations Readiness Assessment).

The Contractor shall develop and maintain a schedule depicting when all new staff will be rolling onto the contract during the Transition-In period. The State's phased roll-on schedule is depicted in Table 6-1. Phasing is currently projected to occur at two-week intervals, with Transition-In activities requiring up to eight (8) State business days. The State may, at its discretion, and with at least 30 days notice to the Contractor, extend or adjust the alignment of classifications and levels in the phased roll-on schedule as necessary to meet the State's needs. The Contractor shall maintain its Transition-In Schedule to conform to the requirements for staff availability specified in the State's phased roll-on schedule.

Table 6-1 Staff Levels by Phase

Initial Staff Levels by Position	Phase 1	Phase 2	Phase 3	Phase 4	Total
Application Architect	1.0				1.0
System Architect	1.0				1.0
Database Architect	1.0				1.0
Application Developer III	6.0	1.0	3.0	3.0	13.0
Application Developer II		7.0	7.0	9.0	23.0
Application Test Analyst III	5.0				5.0
Application Test Analyst II		2.0	2.0	1.0	5.0
Database Administrator III	3.0				3.0
Database Administrator II		1.0	1.0	1.0	3.0
System Softw are Specialist III	8.0				8.0
System Softw are Specialist II		4.0	4.0	4.0	12.0
System Administrator II		4.0	3.0	3.0	10.0
System Administrator I		3.0	2.0	2.0	7.0
Operations Specialist II		3.0	3.0	2.0	8.0
	25.0	**25.0**	**25.0**	**25.0**	**100.0**

6.2.2.2 Transition-In Execution

The Contractor shall make its staff available to begin Transition-In activities in the classifications and levels specified by the State's phased roll-on schedule and in accordance with the Contractor's Transition-In Schedule. The Staffing profile at the completion of Transition-In activities is depicted in Table 6-2. The Contractor shall maintain this level through the period of the contract (including any option years) unless directed by the State to reduce staff levels or change the staffing profile per Appendix A, Contract, Exhibit A-5, DCSS Special Provisions.

Table 6-2 Total Staff Levels

Total Staff Levels by Position	1 Contract Management	2 Knowledge Management Services	3 System Operations Services	4 Application Maintenance Services	5 IT Services	Total
Application Architect				1.0		**1.0**
System Architect			1.0			**1.0**
Database Architect			1.0			**1.0**
Application Developer III				13.0		**13.0**
Application Developer II			2.0	21.0		**23.0**
Application Test Analyst III				5.0		**5.0**
Application Test Analyst II				5.0		**5.0**
Database Administrator III			3.0			**3.0**
Database Administrator II			3.0			**3.0**
System Softw are Specialist III			8.0			**8.0**
System Softw are Specialist II			12.0			**12.0**
System Administrator II					10.0	**10.0**
System Administrator I					7.0	**7.0**
Operations Specialist II			8.0			**8.0**
			38.0	**45.0**	**17.0**	**100.0**

During the initial Transition-In period, the Contractor shall provide the State with a complete resume in the format specified in Administrative Requirement Section 5.2.7, Resume Format for each member of its staff at least eight (8) State business days prior to the staff member reporting for work.

The Contractor shall ensure each Contractor staff member participates in State provided staff orientation and assessment. This orientation may include both written and presented material and may include, but not be limited to the Department's business policies and processes, technical processes and procedures, and the CSE System architecture. Failure to attend and successfully assimilate the required information may be grounds for staff replacement.

The Contractor shall present the status of transition-in activities weekly to the State during the initial Transition-In period of the contract. The Transition-In Status Report is considered informal and is not a contract deliverable. At the end of the initial Transition-In period, the Contractor shall prepare and deliver a final Transition-In Completion Report that certifies that the initial staff requirements specified in this SOW have been met. Per the contract terms and conditions, all contractor payments will be withheld by the State until the final Transition-In Completion Report has been delivered and approved by the State. Approval by the State will be based on accuracy and completeness.

During the term of the contract, each and every Contractor staff member being added to the contract, replacing another staff member or being re-assigned in a different classification than originally assigned shall satisfactorily complete applicable Transition-In activities as directed by the State.

6.2.2.3 Operations Readiness Assessment

Each and every Contractor staff member shall satisfactorily complete an initial Operations Readiness Assessment demonstrating that the staff member assigned to

the contract meets the State's readiness objectives associated with the applicable classification and role. Operations readiness objectives for each staff member shall include the following:

1. Staff member is available, on-site, and ready to begin work
2. Staff member meets all MQs for the classification being submitted as specified in Exhibit 6-B Staff Qualifications
3. Staff member has assimilated knowledge of applicable CSE System architecture and design
4. Staff member has assimilated knowledge of applicable CSE System M&O processes and procedures
5. Staff member has assimilated knowledge of applicable Child Support business processes
6. Staff member has assimilated knowledge of applicable DCSS departmental policies and procedures

The State's Operational Readiness Assessment shall utilize any appropriate means necessary to assess the Contractor's staff readiness, to include but not be limited to reviewing resumes, contacting client references, personal interviews, written examinations, and practical demonstrations.

Achieving a satisfactory rating on the Operations Readiness Assessment is required for successful completion of Transition-In activities for each Contractor staff member, and is required prior to the Contractor invoicing for any hours expended by staff members for Knowledge Management or subsequent M&O services.

During the term of the contract, each and every Contractor staff member being added to the contract, replacing another staff member or being re-assigned in a different classification than originally assigned shall satisfactorily complete an Operations Readiness Assessment.

Any Contractor staff member that does not achieve a satisfactory rating on the Operational Readiness Assessment may not assume the duties and responsibilities of the position, and the Contractor may not invoice for hours expended by the staff member during the Transition-In period.

6.2.2.4 Knowledge Management Planning

Knowledge Management includes activities necessary to transfer staff knowledge to other resources. The State maintains a Knowledge Management program to ensure effective CSE System operations are not dependent on single individuals. Knowledge Management activities may be planned on a case-by-case basis to orient or train new staff or may be performed on a large scale basis to orient or train entire teams or positions in a particular knowledge area.

During the term of the contract, qualified Contractor staff may be tasked to prepare, support or deliver knowledge relevant to SOW tasks and/or the CSE System to Contractor or State personnel.

During the term of the Contract, the Contractor shall maintain a schedule of Knowledge Management activities tasked to its staff as determined by the State. The Knowledge Management schedule shall identify, at a minimum, all Contractor staff participating in either delivering or receiving technical knowledge, the corresponding State or other Contractor staff member(s) in the knowledge transfer equation, the knowledge area(s) to be transferred, the method of knowledge transfer to be used, and the timeframe for completing the knowledge transfer activity.

6.2.2.5 Knowledge Management Execution

The Contractor's staff shall perform all Knowledge Management activities tasked to the Contractor by the State and reflected in the Contractor's Knowledge Management Schedule, including both delivering and receiving knowledge. The Contractor shall report the status of Knowledge Management activities as directed by the State.

6.2.3 Task 3 – System Operations Services

System Operations Services includes the primary activities necessary for the successful operation of the CSE application, as well as providing the technical architecture and infrastructure expertise related to any and all CSE System hardware and software systems. System Operations is responsible for the day-to-day operation of the CSE application and all CSE System hardware and software systems. The CSE System is currently hosted by IBM at its e-Business Hosting Center (eBHC) located in San Jose, CA, but will be re-hosted to a State data center at the Office of Technology Services. CSE System Operations Services are generally provided via remote system access.

6.2.3.1 Production Operations

The Contractor shall provide CSE System specific Production Operations services to include, but not limited to the following:

- Production Processes and Procedures – developing, implementing, and maintaining CSE operations processes and procedures.
- Release Management – planning and coordinating the rollout of CSE software releases into the production environment.
- Problem Management – tracking, analyzing, resolving, monitoring, and communicating the status of production problems.

6.2.3.2 Production Support

The Contractor shall provide CSE-system specific Production Support services, to include but not be limited to the following:

- Batch Processing – execution and monitoring of batch processes, performing file transfers, coordinating issues with external interface partners, and examining batch output and error logs for problems that may require attention or problem resolution.
- Operational Recovery – risk analysis and management, contingency planning and testing, and disaster recovery coordination.

- Interface Support – user and operational support for existing and new external interfaces.

Production support activities will require some services (e.g., batch processing) to be performed as “shift work”, i.e., outside normal business hours to minimize impact on system users. The Contractor shall provide resources for these tasks that are available on duty or on standby 24 hours each day, 7 days each week, as directed by the State.

6.2.3.3 Configuration Management

The Contractor shall provide configuration management support in accordance with defined System Configuration Management (SCM) processes, including but not limited to recording and updating detailed information that describes the enterprise computer systems and networks, such as identification of all hardware and software components, the versions and updates that have been applied to installed software packages and the locations and network addresses of hardware devices.

The Contractor shall administer and fully utilize SCM tools and techniques in the maintenance of configured items and perform configuration audits and report on unauthorized configuration items, communicating the status of configuration management activities to the State.

The Contractor shall support the operational and all supporting CSE System environments by creating and deploying builds and managing the build schedule. Environment support shall also include management of external maintenance and support agreements, communication and coordination with external service providers, and troubleshooting system software products.

The Contractor shall support and coordinate release management activities with applicable system operations support staff, managers, and stakeholders following the established release management cycle, processes and procedures.

6.2.3.4 Security Administration

The Contractor shall perform activities that ensure the CSE System meets all federal, state, and departmental security requirements, including the identification and protection of personal, sensitive and confidential data. Security Administration activities shall include, but not be limited to managing the various security profiles that allow “need to know” access to the CSE System and protect sensitive data from illegal disclosure, and administering the security roles within the CSE application.

The Contractor shall work closely with the State and the LCSAs to ensure all systems security policies, practices and procedures are well-understood and to inform decisions regarding security design and deployment.

6.2.3.5 Technical Architecture

The Contractor shall provide expertise in all CSE technical disciplines, including the J2EE application architecture, IBM middleware integration architecture, and the application security architecture.

The Contractor shall review change requests for impacts to the technical architecture, review preliminary and final designs of system changes for compliance with technical architecture principles, and provide training and coaching to M&O staff on tools, techniques, and technologies upon which the technical architecture depends.

The Contractor shall provide problem resolution support, identify and resolve problems, fix defects in the technical system architecture and configuration, coordinate with system users to determine symptoms and ensure accurate problem definition and resolution.

6.2.3.6 Unix Administration

The Contractor shall provide CSE-system specific Unix (IBM AIX) operating system administration support for the CSE host servers and related system software (the lowest level, non-CSE-specific hardware and software support is provided by separate managed services associated with the hosting service provider). Unix Administration shall include, but not be limited to the following:

- Monitoring and tuning Unix servers and related components to ensure high levels of availability and security of the supported business applications.
- Planning and implementing policies and procedures to ensure Unix system provisioning and maintenance that are consistent with State goals, industry best practices, and regulatory requirements.
- Managing user accounts, applying patches and upgrades, troubleshooting system software problems, and developing and executing system maintenance scripts.

6.2.3.7 Database Design & Reporting

The Contractor shall perform activities needed to maintain the integrity, efficiency and effectiveness of the database design in support of all application functions and system changes. These activities shall include, but not be limited to the following:

- Consult with analysts and developers on data features, table features and SQL strategy, including documentation and classes
- Maintain data dictionaries
- Validate data extract performance
- Design and add indexes
- Review and recommend improvements to SQL code for performance
- Analyze, improve, and approve the design of changes affecting database design
- Design new database structures
- Design, implement, and support the Object Data Model
- Maintain the automated model transition tool

- Analyze proposed Change Requests for database impacts
- Participate in JAD sessions for Change Requests requiring database changes

The Contractor shall support the CSE Reports and Forms subsystems by developing ad hoc queries in support of data research and analysis, reviewing and approving report designs, monitoring report performance, and designing and implementing repairs to correct report performance issues.

The Contractor shall support data warehouses to include, but not be limited to the following:

- Design, implement and support perspectives and data marts
- Develop and maintain Extract, Transform, and Load (ETL) code
- Install, run, and monitor ETL code in all environments
- Maintain data dictionaries
- Analyze proposed Change Requests for data warehouse impacts
- Participate in JAD sessions for Change Requests requiring data warehouse changes

6.2.3.8 Database Administration

The Contractor shall monitor database environments for performance issues using automated performance monitoring tools and manage database available space for performance purposes.

The Contractor shall document, implement, and follow established database administration processes and procedures, including updating the wiki/workbench and maintaining the physical and object data models.

The Contractor shall provide standby database support as needed.

The Contractor shall perform routine CSE database administration activities, including but not limited to the following:

- Make instance and database configuration changes
- Provide database security
- Perform Software upgrades/patches
- Manage file system mounts
- Create table spaces, containers, etc.
- Manage the High Availability Cluster Multiprocessing (HACMP) environment
- Build and copy databases
- Patch database software in all environments
- Develop and maintain Shell scripts

- Process database requests, including Grant privilege requests, new development schema requests, SQL tuning requests, database backups and/or restores, troubleshooting (finding/resolving deadlocks), and production data extracts
- Process database change requests (DBCRs) to implement data repairs
- Build, create, refresh and maintain the replication databases
- Provide disaster recovery, including planning, testing, and documenting processes and procedures
- Support Content Management and Imaging

6.2.3.9 System Performance

The Contractor shall perform the activities necessary to maximize system performance as viewed from the CSE system users' perspective, including but not limited to the following:

- Real-time Monitoring – including running system monitoring commands and analyzing performance instances and trends by physical site, database server, application server, web seal server, logical partition, batch job, reports, queries, forms, network, transaction, and system resource.
- Performance Testing – including testing of CSE application versions prior to release, creating performance test data, profiling problem URLs, developing Load Runner Scripts, maintaining the performance testing environment, and documenting performance defects.
- Performance Reporting – including running performance reports, creating and presenting monthly summary reports, coordinating metrics collection, creating ad hoc management reports, maintaining the performance statistics database environment, and performing analysis on urls, pages, users, and counties.
- Maintaining the Wily Enterprise Management (EM) Server – including creating dash boards, maintaining EM data metrics, and monitoring alerts.
- Maintaining the Batch System – including developing Tivoli Workload Scheduler tasks for modified batch runs, recommending and implementing batch schedule changes, developing new batch jobs and schedules for new tasks (e.g., a new external system interface).
- Performance Tuning – implementing system configuration changes to improve or optimize system performance, e.g., workload balancing.
- Performance Problem Isolation – analyzing performance problems to determine and resolve performance issues.

6.2.4 Task 4 – Application Maintenance Services

Application Maintenance Services includes those activities necessary for the routine maintenance of the CSE application. Application Maintenance includes design, development, and testing of corrective, adaptive, perfective, and enhancement

changes to CSE application components, including the web-based on-line user interface, Java-based business logic, database access, batch processes, Hyperion reports, and Adobe forms.

6.2.4.1 CSE Application Maintenance

The Contractor shall perform design, development, and unit testing of corrective, adaptive, perfective, and enhancement changes to CSE application case management and financial software. These development activities shall include but not be limited to the following:

- Participate in Joint Analysis and Design (JAD) sessions and Change Management meetings, development and review of Change Requests (CR) and development of detailed Impact Analysis Packages (IAPs).
- Maintain application requirements and design documentation, including Page Descriptions, Page Mockups and Page Flows.
- Develop and unit test source code in accordance with approved coding standards and conventions, source code configuration management processes and procedures, and using software development environment tools and technologies.
- Perform and participate in peer and formal design and code reviews, complying with all established software engineering processes and procedures.
- Develop test plans and procedures. Validate that developed or modified components meet application requirements and performance goals.
- Provide problem resolution support specific to application issues, identifying and resolving problems in application software, and coordinating with application users to determine symptoms and ensure accurate problem definition.

6.2.4.2 Reports and Forms Maintenance

The Contractor shall perform design, development, and unit testing of corrective, adaptive, perfective, and enhancement changes to CSE application reports (Hyperion) and forms (Adobe) software. These development activities shall include but not be limited to the following:

- Participate in Joint Analysis and Design (JAD) sessions and Change Management meetings, development and review of Change Requests (CR) and development of detailed Impact Analysis Packages (IAPs).
- Maintain application requirements and design documentation, including Interface Design Descriptions, Report/Form Specifications and Layouts.
- Develop and unit test source code in accordance with approved coding standards and conventions, source code configuration management processes and procedures, and using software development environment tools and technologies.

- Perform and participate in peer and formal design and code reviews, complying with all established software engineering processes and procedures.
- Develop test plans and procedures. Validate that developed or modified reports/forms meet application requirements and performance goals.
- Diagnose and resolve application issues and defects identified throughout the application lifecycle.

6.2.4.3 Release Management

Release Management is responsible for managing system changes as they are worked through the software development lifecycle to ensure all development activities are completed according to the detailed release schedule.

The Contractor shall participate in release planning and execution in coordination with Application Maintenance, Application Testing, Configuration Management, Production Operations, Project Management, and other application stakeholders.

6.2.4.4 Application Production Support

The Contractor shall participate in application production support activities to identify and resolve operational problems in application software. Application production support represents the response to operational application issues that cannot be resolved by and are consequently referred from the application help desk. These activities shall include but not be limited to the following:

- Reviewing incoming help desk tickets to determine the nature of the problem (e.g., user error, procedural error, design flaw, code defect).
- Coordinating with application users to determine symptoms and ensure accurate problem definition.
- Documenting results of analysis, and recommending a course of action to resolve the problem (e.g., opening an application defect, updating training materials, etc.).
- Working with production support business analysts to address business emergencies and develop alternate processes to work around application deficiencies.
- Working with system management staff on a standby basis to resolve issues with batch processes.
- Working with functional workgroups to recommend application enhancements to improve business efficiency.

6.2.4.5 Application Testing

The Contractor shall perform test planning, preparation, and execution for corrective, adaptive, perfective, and enhancement changes to CSE application software. These application testing activities shall include but not be limited to the following:

- Provide technical expertise for application testing activities, including functioning as expert testers in both the functional and technical areas of the CSE application.
- Review and analyze change requests to determine the scope of work and estimate the level of effort for testing application changes.
- Write detailed test work plans, test scenarios and test scripts based on business requirements and high level application designs.
- Schedule and coordinate test execution, including automated regression test suites.
- Create test data and describe expected results of tests.
- Design, develop, and maintain automated regression testing scripts.
- Execute test scripts, including automated regression testing scripts. Track actual vs. expected results and evaluate quality of code changes.
- Document results of testing activities, including creating and reporting test-discovered defects.
- Follow configuration control procedures over application source libraries at pre-release levels.

6.2.5 Task 5 – IT Services

IT Services includes support for CSE System-related servers, desktops, and networks.

6.2.5.1 System Support

The Contractor shall perform Microsoft Windows server system administration activities in support of DCSS and LCSAs in collaboration with the managed services provided by the CSE hosting service provider. Contractor support shall include but not be limited to account management, backup and recovery, messaging, web and SQL services, virtualization (VMWare) support using Linux, and overall system configuration, monitoring, auditing, capacity planning and problem resolution.

6.2.5.2 Desktop Support

The Contractor shall perform Windows desktop administration activities in support of centralized and remote CSE System users in the smallest LCSAs that do not have access to local IT support resources. Contractor support shall include but not be limited to asset management, backup and recovery, user administration, system configuration, software installation, and problem resolution.

6.2.5.3 Network Support

The Contractor shall perform wide and local area network administration activities in support of centralized and remote CSE System users throughout the State of California. Contractor support shall include but not be limited to the following:

- Design and implement changes to local and statewide network infrastructures including circuits, routers, firewalls, and switches.

- Monitor network systems performance and capacity. Identify network utilization patterns and analyze their effect on operation/system availability and performance expectations.
- Troubleshoot networks, systems, and applications to identify and correct connectivity and communications malfunctions and related operational difficulties.
- Document network problems and resolutions using automated problem tracking systems.
- Design and implement changes to network security architectures including firewall configurations and network encryption.
- Participate in disaster recovery planning and testing.
- Monitor network security systems. Identify, isolate, and repair network security anomalies and add and delete system users.
- Maintain the Genesys Enterprise Customer Service Solution including CME/CCPulse+, system infrastructure, performance factors, reporting, system upgrades, data management, systems management and security.

6.3 Deliverables

6.3.1 Deliverables List

The following contract deliverables (those requiring approval and acceptance by the State) are listed below. Due dates are estimates based on the business needs of the State. All timeframes are calendar days unless otherwise noted. Upon mutual agreement and written notification to Contractor, these timeframes may change. Any such notification is incorporated by reference and made a part of this contract. Documents or items referenced in the SOW but not explicitly reflected as contract deliverables will not require a formal approval and acceptance process.

Table 6-3. SOW Deliverables

TASK	TASK DESCRIPTION	DELIVERABLE	DUE DATE
1	Contract Management	1.1 Monthly Activity Reports	Monthly, by 7th business day of each month.
2	Knowledge Management	2.1 Transition-In Completion Report	Within 5 business days of the end of the 2nd contract month or successful completion of initial Transition-In activities for all initial Contractor staff, whichever is earlier.

6.3.2 Document Format

Unless otherwise stated in this IFB, all deliverables will be provided in hard copy and electronic form using Microsoft Office 2003 (or later) format as appropriate to the deliverable. This applies to word processing documents, spreadsheets, presentations, and databases. The delivery of electronic media will be compatible with DCSS electronic storage systems. All deliverables shall be submitted with the Deliverable Transmittal Sheet provided by DCSS. If the electronic version is e-mailed to the Deliverable Coordinator, the hardcopy is still required.

In general, one hard copy and two electronic copies of all documentation produced in support of or relating to CSE M&O Services shall be submitted to the DCSS deliverable coordinator. Electronic copies shall include one copy in original published and editable format (e.g., Excel, Word, Visio, Photoshop, etc.) and one copy in pdf format. Any graphical image or diagram included in any document produced specifically for and pertaining to CSE M&O Services shall be provided in original published and editable format, separate from the document in which the image is included. The State requires that images contained in delivered documents be included in the document in a picture format that minimizes the size of the published document. Such images shall be provided separately in original editable format.

The DCSS deliverable coordinator contact information will be provided to the selected Contractor after contract award.

6.4 Normal Work Hours, Location, and Exceptions

Normal work hours for all Contractor staff shall be the State's normal work day, from 8 AM to 5 PM Monday through Friday except as follows:

- Flexible Schedule – The State may, at its discretion, permit Contractor staff to work a flexible schedule, e.g., early or late arriving or departing, such as working 7AM to 4 PM, as long as the normal number of hours (e.g., 80 hours) are worked in a two-week period.
- Occasional Off-Hours – On an as needed basis, Contractor staff may be required to work early, work late, or work an occasional evening or weekend period to perform necessary SOW tasks so as to not impact system users (e.g., support a software release). Occasional Off-Hours shall not exceed 20% of any staff member's total hours worked in any given reporting month).
- Call Back Hours – "Call Back" is defined as when a Contractor staff member has completed a normal work shift and has been ordered back to work during what would otherwise have been off-duty time.
- Shift Work – Classifications that specify "shift work" shall be required to perform applicable SOW tasks during regularly scheduled shifts that occur during timeframes other than the State's normal work day (e.g., a "swing shift" may be from 4:30PM to 12:30AM; a "weekend shift" may be performed on Saturday and/or Sunday).
- Standby Hours – "Standby" is defined as the express and absolute requirement that a staff member be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and able to return to work, if required. It shall not be considered standby when a staff member is contacted or required to return to work but has not been required to be available for receipt of such contact. All Contractor staff classifications shall be subject to providing Standby availability, with the aggregate standby hours not to exceed 1% of the total contract hours worked in any given reporting month. Standby Hours do not include hours actually worked performing SOW tasks.
- Furlough – The State may, at its discretion, reduce the number of hours per Contract staff member in any or all classifications (up to 20%), for instance to correspond to closure of State offices of up to one day per week.
- State Holidays

Contractor services performed outside normal business hours will be compensated at the applicable regular hourly rate for the classification. Standby hours are considered a normal part of Contractor responsibilities and will not receive any compensation. Call back hours and directed off-hours will be offset by reduced normal work hours such that total contractor hours and associated costs remain within the maximum totals allocated to any state fiscal year. Standby hours and directed off-hours shall be reported in the Monthly Status Report for management

purposes related to the thresholds specified in this section. All Contractor services performed outside normal business hours must be agreed to in advance by the State.

The normal work location for all Contractor activities per this SOW shall be at the DCSS headquarters office except as follows:

- Off-site – the State may, at its discretion, allow Contract staff to occasionally perform required SOW tasks at a location other than the DCSS headquarters office (e.g., at the staff member's home). Off-site work may only be performed using State approved or provided hardware and software per DCSS Information Security Policy. Network connectivity for performing Off-site work shall be provided by the Contractor.

6.5 State and Contractor Furnished Items

The State will provide the following:

- Hosting services at a remote location for the CSE application, servers and databases.
- All host hardware, system software, and support software that runs in the hosting environment needed for use of the Contractor in providing CSE M&O Services. Includes multiple environments for development, testing, training, etc.
- Wide area network services for connectivity between the hosting location and the Contractor staff (at State facilities) and all user locations.
- All data, system/software documentation, configuration data, etc. required for Contractor-provided services.
- Change request and problem tracking subsystems, including hardware, software, web services, telephone support, and software licensing sufficient to provide access to data by Contractor, State and LCSA users via web interface.
- All facilities, equipment, hardware, software, including mobile computing systems and any other materials necessary for the use of Contractor staff in the provision of all services specified in Section 6, Statement of Work Requirements.
- All CSE system-specific training or information needed to provide all services specified in Section 6, Statement of Work Requirements.

The Contractor shall be responsible to provide the following:

- Any technical training needed by Contractor staff to satisfy the Staff Qualifications required in Exhibit 6-B, Staff Qualifications.
- Network connectivity for performing off-site work.

Exhibit 6-A Statement of Work Requirements Certification

By signing this document the Bidder agrees to comply with all MANDATORY requirements in Section 6, Statement of Work Requirements.

Dated: _____

Bidder Company Name

Signature of Company Representative

Printed/Typed Name and Title of Company Representative

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Exhibit 6-B Staff Qualifications

This Exhibit provides descriptions of the tasks and responsibilities, as well as the minimum qualifications for the following classifications:

Classification **Page**

APPLICATION ARCHITECT 24
SYSTEM ARCHITECT 27
DATABASE ARCHITECT 30
APPLICATION DEVELOPER III 32
APPLICATION DEVELOPER II 35
APPLICATION TEST ANALYST III 38
APPLICATION TEST ANALYST II 40
DATABASE ADMINISTRATOR III 42
DATABASE ADMINISTRATOR II 45
SYSTEM SOFTWARE SPECIALIST III 48
SYSTEM SOFTWARE SPECIALIST II 51
SYSTEM ADMINISTRATOR II 54
SYSTEM ADMINISTRATOR I 57
OPERATIONS SPECIALIST II 58

Task and Responsibility Descriptions

Task and Responsibility descriptions are intended to be representative, depending on the specific roles to which a staff member may be assigned. For example, a Systems Software Specialist may be assigned to an IT Systems task or to a System Operations task, where specific tasks and responsibilities may be somewhat different.

Qualifying Ratios

For each classification, the proposed staff will be evaluated as a whole. Consequently, in some cases not all Minimum Qualifications (MQ) will need to be met by all staff proposed in a classification. For each MQ, a “Qualifying Ratio” is provided specifying the fraction of staff required that must meet the qualification. For example, a Qualifying Ratio “2/5” for an MQ means that at least 40% of all staff in that classification must meet the MQ.

During the course of the engagement, if staff members are replaced by the Contractor for any reason, or are added to meet changing State requirements, the Qualifying Ratio must be maintained at a minimum. For example, a Qualifying Ratio 2/5 (40%) means that if the initial staff level is 5, and 2 Contractor staff met the MQ, the Qualifying Ratio was initially met. If during the term of the contract 2 more staff are added for a total of 7 in the classification, the following combinations and evaluation for qualification are possible:

- both added staff meet the MQ: 4/7 = 57% = qualified

- 1 of the 2 additional staff meets the MQ: 3/7 = 43% = qualified
- neither of the 2 additional staff meets the MQ: 2/7 = 29% = not qualified

The State may, at any time through the course of the engagement, at its discretion, request replacement of staff, change staff levels, modify minimum qualifications, or change Qualifying Ratios as needed to meet changing State business requirements. In such cases the State will direct the Contractor to reduce, replace, or, add staff as needed to comply with the new staffing profile per the contract terms and conditions regarding staff replacement.

- Example 1: A new technology is implemented in the CSE system. The State adds the new technology to the minimum qualifications and establishes a Qualifying Ratio for one or more positions. The Contractor shall either replace current resources with qualified staff, or provide training to its staff to meet the new MQs and Qualifying Ratios, per the contract terms and conditions regarding staff replacement.
- Example 2: The State transitions contract positions to State resources, reducing staff levels in one or more positions, and adjusts staffing levels and Qualifying Ratios as needed to reflect the revised staffing profile. The Contractor shall reduce staff or otherwise adjust staff levels as needed to comply with the new staff levels and Qualifying Ratios, per the contract terms and conditions regarding staff replacement.
- Example 3: The State determines that workloads have shifted and the proportions of contract staff in various positions are no longer optimal, and adjusts the staff levels and Qualifying Ratios as needed to reflect the revised staffing profile. The Contractor shall adjust staff levels as needed to comply with the new staff levels and Qualifying Ratios, per the contract terms and conditions regarding staff replacement.
- Example 4: The State determines that a Contractor staff member is not performing as expected based on the MQs associated with his or her classification and position. The Contractor shall replace the staff member with a qualified Staff member, meeting all applicable MQs, and Qualifying Ratios, per the contract terms and conditions regarding staff replacement.

Skill/Knowledge Levels

Skill and knowledge level requirements specified in the Classification descriptions in this Exhibit use the following definitions:

- **Novice:** New to the field; a beginner; familiar with concepts but little practical experience. For example, one who has taken a formal course or read a book in a computer language such as Java, but has not actually programmed in the language in a professional capacity.
- **Intermediate:** Mid-level; average skill level; at least one-year of practical experience; competent in all basic or core aspects of a skill; able to perform at a satisfactory level of proficiency and productivity.

- **Advanced:** Highly-developed skill; at a higher skill level than most; at least three-years experience; competent in all aspects of a skill; able to perform at a high degree of proficiency and productivity; can mentor/teach others in the skill.
- **Expert:** Demonstrated extensive skill or knowledge; considered an authority on a subject or skill area as a result of a great deal of experience or training; at least five-years direct, practical experience; recognized leader in the area through academic or other certification. For example, possessing of an advanced degree, writing a text book or published paper, teaching a formal course, qualified to serve as "expert witness" in a court of law, etc.

In general, classifications described in this Exhibit at levels I and II must have “Intermediate” skill/knowledge levels in specific tools and technologies, level III must have “Advanced” skill/knowledge levels, and Architects must have “Advanced” or “Expert” skill/knowledge levels in certain areas. The “Novice” skill/knowledge level is not used in any of the Classifications in this Exhibit, but is included in the definitions above for completeness.

Staff Experience

Many of the MQs require the staff member in a classification to have specific experience in a technology, system, concept, tool, computer language, or other technical area. In some cases required experience is associated with a minimum number of months or years. In order to meet the MQ, the area or item of experience required must be listed in the “Skills utilized or experience attained” portion of the staff member’s resume for the applicable period of relevant experience. To facilitate verification of experience claimed, all resumes must be prepared in accordance with the Resume Format template included in the Bidders Library.

For calculating applicability of years of experience in a particular area, each period of relevant experience depicted in the resume must state the period when the principal job duties and experience were gained. If the principal job duties and responsibilities changed substantially during the engagement, multiple periods of experience may be listed in the resume for a single project or term of employment. For convenience, the entire period of relevant experience in whole months, inclusive, will be counted for accumulating the total number of years of experience required for verification purposes. When aggregating multiple periods of relevant experience to meet an MQ, overlapping months shall not be counted.

APPLICATION ARCHITECT

Tasks and Responsibilities

- Functions as a senior technical expert in the application architecture.
- Supervises Contractor staff.
- Establishes and maintains strategies, principles, and procedures that govern system and software maintenance and operations activities.
- Maintains fundamental technical design structures and principles of the CSE application architecture.
- Advises and consults with management and application leads regarding technical problems, system performance issues, and system changes.
- May include responsibilities of Application Developer III.
- Reviews and analyzes change requests to determine the scope of work and estimate the level of effort. Writes technical specifications.
- Provides problem resolution support; identifies and resolves the most complex problems, coordinating with system users to determine symptoms and ensure accurate problem definition and resolution.
- Assists in development and improvement of plans, processes, procedures, standards and priorities.
- Creates and maintains reports on the status of technical issues and activities.
- Maintains direct knowledge of and applies all relevant technical processes, procedures, and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	1/1
2	Ten (10) years of progressively complex experience and expert-level skill in analysis, design and programming, five (5) of which must have been in a technical lead position.	1/1
3	Three (3) years experience developing or maintaining large management information applications (>500,000 SLOC or 5,000 FP).	1/1
4	Baccalaureate-level degree in relevant technical specialty, such as computer science, management information systems, computer engineering, software engineering.	1/1
5	Expert-level skill and knowledge in J2EE application architecture, as evidenced by the following: • Three (3) years experience filling a lead role as an application architect or application expert • Possession of applicable certification, such as Sun Certified Enterprise Architect • Expert-level skill and knowledge in data driven, web-based application	1/1

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	technologies, including the following: • Web-based thin client architecture • Web site design and development • Web development languages and techniques, including HTML, XML, CSS, Javascript • Database access methods, including SQL programming • Expert-level skill and knowledge in the following software engineering areas: • OOP (Object Oriented Programming) and Design Concepts • Developing detailed design documents, such as use cases and data structure diagrams • All Software Development Lifecycle (SDLC) activities, including, requirements, design, coding, unit testing, deployment, and maintenance • Software engineering concepts: e.g., encapsulation, information hiding, coupling, cohesion, modularity, and abstraction • Advanced software development methodologies, tools and environments, such as the Rational Unified Process (RUP), Unified Modeling Language (UML), Rational RequisitePro, Application Developer for WebSphere, Rose Developer for Java, Rose Modeler, Eclipse, ClearCase, and ClearQuest	
6	Expert-level skill and knowledge and experience as a Java Application Developer, as evidenced by knowledge and experience with at least five (5) of the following Java technologies: • Hibernate & HQL (Hibernate Query Language, SQL extension) • Java Authentication and Authorization Service (JAAS) • Java Management Extensions (JMX) • Java Architecture for XML Binding (JAXB) • Struts & Tiles • JSP Expression Language (EL) • JSP programming, including custom tags • EJB Session Beans • Spring Java Database Connectivity (JDBC), configuration and usage • Java unit testing framework, e.g., JUnit and Easy Mock • Java Diagnostics, e.g., Wily Introscope and jProbe	1/1
7	Expert-level skill and knowledge and experience with IBM web services, message-oriented middleware, and database software technologies, as evidenced by knowledge of and experience with at least five (5) of the following: • WebSphere architecture and design • WebSphere Business Integration Architecture and Patterns • WebSphere Studio Application Developer Integration Edition (WSADIE) • MQ Series • MQ Workflow • DB2, including DB2 Analyzer • Writing SQL stored procedures • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • AIX, including Korn shell scripting	1/1
8	Ability to act in a lead capacity on the most complex applications, and/or on the most complex data processing problems and can work independently as a high level technical specialist.	1/1

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	1/1
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	1/1

SYSTEM ARCHITECT

Tasks and Responsibilities

- Functions as a senior technical expert in the Integration Architecture and Security Architecture.
- Supervises Contractor staff.
- Establishes and maintains strategies, principles, and procedures that govern system management, maintenance and operations activities.
- Maintains fundamental technical design structures and principles of the system technical architecture.
- Advises and consults with management and application leads, regarding technical problems, system performance issues, and system changes.
- May include responsibilities of Systems Software Specialist III.
- Reviews and analyzes change requests to determine the scope of work and estimate the level of effort. Writes technical specifications.
- Provides problem resolution support; identifies and resolves the most complex problems, coordinating with system users to determine symptoms and ensure accurate problem definition and resolution.
- Assists in development and improvement of plans, processes, procedures, standards and priorities.
- Creates and maintains reports on the status of technical issues and activities.
- Maintains direct knowledge of and applies all relevant technical processes, procedures, and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	1/1
2	Ten (10) years of progressively complex experience and expert-level skill in analysis, architecture, design, installation, configuration, operation, and maintenance of information systems hardware and software, five (5) of which must have been in a technical lead position.	1/1
3	Three (3) years experience supporting very large, complex automated systems comprising at least ten (10) servers, at least 1,000 internal and/or external users, and using both custom and off-the-shelf enterprise and business applications.	1/1
4	Baccalaureate-level degree in relevant technical specialty, such as computer science, management information systems, computer engineering, software engineering.	1/1
5	Expert-level skill and knowledge in web application integration, as evidenced by the following: • Three (3) years experience filling a lead role as an application integration architect or technical expert	1/1

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	• Possession of applicable certification, such as IBM Certified Systems Expert/Technical Expert (AIX) • Expert-level skill and knowledge and experience in the following enterprise system architecture technology areas: • Web-based thin client architecture • Web site design, implementation, management, and administration • Unix-based operating system (e.g., AIX, HPUX, SunOS, Solaris, Ultrix, Linux, etc.), including Unix scripting languages (e.g., Korn shell, C shell, Bourne shell) • Message-oriented middleware • System-to-system interfaces • Service-Oriented Architecture (SOA) • Web development languages and techniques, including HTML, XML, CSS, Javascript • Use of modeling, administration, monitoring, and configuration management tools applicable to databases, operating systems, and/or networks; examples include Rational Rose Modeler, ClearCase, and ClearQuest • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • System and performance testing tools	
6	Expert-level skill and knowledge in Information Systems Security, as evidenced by the following: • At least two (2) years in a lead role specializing in Information Systems Security • Possession of applicable certification, such as Certified Information Security Professional (CISSP) or Sun Certified Enterprise Architect (including J2EE Security) or IBM Certified Systems Expert/Technical Expert (AIX) • Expert-level skill and knowledge and experience with at least three (3) of the following information security architecture-related technologies: • IBM Directory Server • Java Authentication and Authorization Service (JAAS) • Web Services Security • Network Security Principles • Lightweight Directory Access Protocol (LDAP) • Tivoli, including Policy Director, Tivoli Access Manager for eBusiness (TAMe) and WebSEAL	1/1
7	Expert skill-level and knowledge and experience with at least five (5) of the following Java application architecture-related technologies: • Hibernate & HQL (Hibernate Query Language, SQL extension) • Spring Java Database Connectivity (JDBC), configuration and usage • Java Management Extensions (JMX) • Java Architecture for XML Binding (JAXB) • Java unit testing framework, e.g., JUnit and Easy Mock • Java Diagnostics, e.g., Wily Introscope and jProbe • Java Authentication and Authorization Service (JAAS) • Struts & Tiles • JSP Expression Language (EL) • JSP programming, including custom tags • EJB Session Beans	1/1

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	Expert skill-level and knowledge and experience with IBM web services and message-oriented middleware software technologies, including at least four (4) of the following • WebSphere architecture and design • WebSphere Business Integration Architecture and Patterns • WebSphere Studio Application Developer Integration Edition (WSADIE) • MQ Series • MQ Workflow • DB2 • AIX, including Korn shell scripting	
8	Ability to act in a lead capacity on the most complex applications, and/or on the most complex system architecture problems and can work independently as a high level technical specialist.	1/1
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	1/1
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	1/1

DATABASE ARCHITECT

Tasks and Responsibilities

- Functions as a senior technical expert in the CSE application Data Architecture.
- Supervises Contractor staff.
- Establishes and maintains strategies, principles, and procedures that govern database management, maintenance and operations activities.
- Maintains fundamental technical design structures and principles of the database architecture.
- Advises and consults with management and application leads, regarding database problems, performance issues, and system changes.
- May include responsibilities of Database Administrator III.
- Reviews and analyzes change requests to determine the database-related scope of work and estimate the level of effort. Writes technical specifications.
- Provides problem resolution support; identifies and resolves the most complex problems, coordinating with system users to determine symptoms and ensure accurate problem definition and resolution.
- Assists in development and improvement of plans, processes, procedures, standards and priorities.
- Creates and maintains reports on the status of database issues and activities.
- Maintains direct knowledge of and applies all relevant database processes, procedures, and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	1/1
2	Ten (10) years of progressively complex experience and expert-level skill in analysis, architecture, design, installation, configuration, operation, and maintenance of information systems hardware and software, five (5) of which must have been in a technical lead position.	1/1
3	Three (3) years experience supporting very large, complex automated systems comprising at least ten (10) servers, at least 1,000 internal and/or external users, and using both custom and off-the-shelf enterprise and business applications.	1/1
4	Baccalaureate-level degree in relevant technical specialty, such as computer science, management information systems, computer engineering, software engineering.	1/1
5	Expert-level skill and knowledge in database design and development, as evidenced by the following: • Three (3) years experience filling a lead role as a database architect or technical expert	1/1

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	• Possession of applicable certification, such as IBM Certified Advanced Database Administrator • Expert-level skill and knowledge and experience in at least eight (8) of the following database design, development, and administration-related concepts, methods, and tools: • Physical and Logical Data Modeling (e.g., with UML) • Database Definition Language (DDL) • Writing SQL stored procedures • Index analysis • Normalization and de-normalization • Referential integrity • Data replication concepts1/1 • Locking Strategies • Reporting Tools • Extract Transform and Load (ETL) tools • Data Warehouse concepts, including data mining, data marts, on-line analytical processing (OLAP), etc.	
6	Expert-level skill and knowledge and experience in at least three (3) of the following database architecture-related technologies: • IBM DB2 Enterprise Server for UNIX (AIX) • IBM Data Warehouse Edition (DWE) • IBM Business Intelligence Solutions • IBM InfoSphere Warehouse • IBM Content manager	1/1
7	Expert-level skill and knowledge and experience in the following additional system software concepts and technologies: • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • AIX, including Korn shell scripting • Use of modeling, administration, monitoring, and configuration management tools applicable to databases, operating systems, and/or networks; such as Rational Rose Modeler, ClearCase, and ClearQuest	1/1
8	Ability to act in a lead capacity on the most complex applications, and/or on the most complex system architecture problems and can work independently as a high level technical specialist.	1/1
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	1/1
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	1/1

APPLICATION DEVELOPER III

Tasks and Responsibilities

- Functions as expert developer in one or more technical areas of the CSE application.
- Functions as expert developer in one or more functional areas of the CSE application (e.g., financial management, case management).
- Reviews and analyzes change requests to determine the scope of work and estimate the level of effort for application changes. Writes detailed technical specifications for changing application components based on business requirements and high level designs.
- Provides problem resolution support, specific to application issues; identifies and resolves problems in application software, coordinating with application users to determine symptoms and ensure accurate problem definition.
- Applies Object Oriented Programming (OOP) concepts (including UML use cases, class diagrams, and interaction diagrams).
- Designs, codes, unit tests, unit integration tests, and maintains application components based on detailed design specifications solutions to meet user requirements.
- Develops test plans and procedures. Validates that developed classes and components meet application requirements and performance goals.
- Creates and executes unit and regression test scripts; creates personal and common test data, tracks actual vs. expected results, and evaluates quality of modules created.
- Follows configuration control procedures over application source libraries at pre-release levels.
- Assists in development and improvement of application maintenance plans, processes, procedures, standards and priorities.
- Creates and maintains reports on the status of application maintenance issues and activities.
- Maintains direct knowledge of and applies all applications maintenance technical processes, procedures, and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	6/6
2	Eight (8) years of progressively complex experience and advanced-level skill in analysis, design and programming, four (4) of which must have been in a technical lead position.	6/6

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
3	Three (3) years experience developing or maintaining large management information applications (>500,000 SLOC or 5,000 FP).	6/6
4	Baccalaureate-level degree in relevant technical specialty, such as computer science, management information systems, computer engineering, software engineering or certification in software engineering disciplines, such as IEEE Certified Software Development Professional.	6/6
5	Advanced-level skill and knowledge in application design and development, as evidenced by the following: • Three (3) years experience filling a lead role as an application developer • Advanced-level skill and knowledge in data driven, web-based application technologies, including the following: • Web-based thin client architecture • Web site design and development • Web development languages and techniques, including HTML, XML, CSS, Javascript • Database access methods, including SQL programming • Advanced-level skill and knowledge in the following software engineering areas: • OOP (Object Oriented Programming) and Design Concepts • Developing detailed design documents, such as use cases and data structure diagrams • All Software Development Lifecycle (SDLC) activities, including, requirements, design, Coding, Unit Testing, Deployment, and Maintenance • Software engineering concepts: e.g., encapsulation, information hiding, coupling, cohesion, modularity, and abstraction • Advanced software development methodologies, tools and environments, such as the Rational Unified Process (RUP), Unified Modeling Language (UML), Rational RequisitePro, Application Developer for WebSphere, Rose Developer for Java, Rose Modeler, Eclipse, ClearCase, and ClearQuest	6/6
6	Advanced-level skill and knowledge and experience as a Java Application Developer, as evidenced by knowledge and experience with at least five (5) of the following Java technologies: • Hibernate & HQL (Hibernate Query Language, SQL extension) • Java Authentication and Authorization Service (JAAS) • Java Management Extensions (JMX) • Java Architecture for XML Binding (JAXB) • Struts & Tiles • JSP Expression Language (EL) • JSP programming, including custom tags • EJB Session Beans • Spring Java Database Connectivity (JDBC), configuration and usage • Java unit testing framework, e.g., JUnit and Easy Mock • Java Diagnostics, e.g., Wily Introscope and jProbe Advanced-level skill and knowledge and experience with IBM web services, message-oriented middleware, and database software technologies, as evidenced by knowledge of and experience with at least five (5) of the following: • WebSphere architecture and design • WebSphere Business Integration Architecture and Patterns • WebSphere Studio Application Developer Integration Edition (WSADIE)	6/6

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	• MQ Series • MQ Workflow • DB2, including DB2 Analyzer • Writing SQL stored procedures • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • AIX, including Korn shell scripting	
7	Two (2) years experience with child support enforcement systems within the ten (10) years prior to the IFB release date, including knowledge of child support program requirements, such as case construct, payment distribution, welfare reform changes, inter-agency interfaces, and performance metrics.	2/6
8	Advanced-level skill and knowledge and experience in Reports and Forms Development, as evidenced by knowledge of and experience with the following: • Hyperion • Adobe Live Cycle Forms and Central Pro Output Server • Adobe Forms Tools	1/6
9	Ability to act in a lead capacity on the most complex applications, and/or on the most complex data processing problems and can work independently as a high level technical specialist.	6/6
10	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	6/6
11	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	6/6

APPLICATION DEVELOPER II

Tasks and Responsibilities

- Functions as developer in one or more technical areas of the CSE application.
- Functions as developer in one or more functional areas of the CSE application (e.g., financial management, case management).
- Reviews and analyzes change requests to determine the scope of work and estimate the level of effort for application changes. Writes detailed technical specifications for changing application components based on business requirements and high level designs.
- Provides problem resolution support, specific to application issues; identifies and resolves problems in application software, coordinating with application users to determine symptoms and ensure accurate problem definition.
- Applies Object Oriented Programming (OOP) concepts (including UML use cases, class diagrams, and interaction diagrams).
- Designs, codes, unit tests, unit integration tests, and maintains application components based on detailed design specifications solutions to meet user requirements.
- Develops test plans and procedures. Validates that developed classes and components meet application requirements and performance goals.
- Creates and executes unit and regression test scripts; creates personal and common test data, tracks actual vs. expected results, and evaluates quality of modules created.
- Follows configuration control procedures over application source libraries at pre-release levels.
- Assists in development and improvement of application maintenance plans, processes, procedures, standards and priorities.
- Maintains direct knowledge of and applies all applications maintenance technical processes, procedures, and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	10/10
2	Four (4) years of progressively complex experience and advanced-level skill in analysis, design and programming, two (2) of which must have been in a technical lead position.	10/10
3	Two (2) years experience developing or maintaining large management information applications (>500,000 SLOC or 5,000 FP).	10/10
4	Baccalaureate-level degree in relevant technical specialty, such as computer	8/10

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	science, management information systems, computer engineering, software engineering or certification in software engineering disciplines, such as IEEE Certified Software Development Professional.	
5	Intermediate-level skill and knowledge in application design and development as evidenced by the following: • Two (2) years experience filling a lead role as an application developer • Intermediate-level skill and knowledge in data driven, web-based application technologies, including the following: • Web-based thin client architecture • Web site design and development • Web development languages and techniques, including HTML, XML, CSS, Javascript • Database access methods, including SQL programming • Intermediate-level skill and knowledge in the following software engineering areas: • OOP (Object Oriented Programming) and Design Concepts • Developing detailed design documents, such as use cases and data structure diagrams • All Software Development Lifecycle (SDLC) activities, including, requirements, design, Coding, Unit Testing, Deployment, and Maintenance • Software engineering concepts: e.g., encapsulation, information hiding, coupling, cohesion, modularity, and abstraction • Advanced software development methodologies, tools and environments, such as the Rational Unified Process (RUP), Unified Modeling Language (UML), Rational RequisitePro, Application Developer for WebSphere, Rose Developer for Java, Rose Modeler, Eclipse, ClearCase, and ClearQuest	
6	Intermediate-level skill and knowledge and experience as a Java Application Developer, as evidenced by knowledge and experience with at least five (5) of the following Java technologies: • Hibernate & HQL (Hibernate Query Language, SQL extension) • Java Authentication and Authorization Service (JAAS) • Java Management Extensions (JMX) • Java Architecture for XML Binding (JAXB) • Struts & Tiles • JSP Expression Language (EL) • JSP programming, including custom tags • EJB Session Beans • Spring Java Database Connectivity (JDBC), configuration and usage • Java unit testing framework, e.g., JUnit and Easy Mock • Java Diagnostics, e.g., Wily Introscope and jProbe Intermediate-level skill and knowledge and experience with IBM web services, message-oriented middleware, and database software technologies, as evidenced by knowledge of and experience with at least five (5) of the following: • WebSphere architecture and design • WebSphere Business Integration Architecture and Patterns • WebSphere Studio Application Developer Integration Edition (WSADIE) • MQ Series • MQ Workflow • DB2, including DB2 Analyzer	10/10

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	• Writing SQL stored procedures • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • Unix, including shell scripting	
7	Two (2) years experience with child support enforcement systems within the ten (10) years prior to the IFB release date, including knowledge of child support program requirements, such as case construct, payment distribution, welfare reform changes, inter-agency interfaces, and performance metrics.	4/10
8	Intermediate-level skill and knowledge and experience in Reports and Forms Development, as evidenced by knowledge of and experience with the following: • Hyperion • Adobe Live Cycle Forms and Central Pro Output Server • Adobe Forms Tools	4/10
9	Ability to act in a lead capacity on complex applications, and/or on complex data processing problems and can work independently as a technical specialist.	10/10
10	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	10/10
11	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	10/10

APPLICATION TEST ANALYST III

Tasks and Responsibilities

- Functions as expert tester in one or more technical areas of the CSE application.
- Functions as expert tester in one or more functional areas of the CSE application (e.g., financial management, case management).
- Reviews and analyzes change requests to determine the scope of work and estimate the level of effort for testing application changes. Writes detailed test work plans, test scenarios and test scripts based on business requirements and high level designs.
- Schedules and coordinates test execution, including automated regression test suites.
- Creates test data and executes test scripts. Tracks actual vs. expected results, and evaluates quality of code changes. Documents results of testing activities, including creating and reporting test-discovered defects.
- Designs, develops, executes, and maintains automated regression testing scripts.
- Follows configuration control procedures over application source libraries at pre-release levels.
- Maintains direct knowledge of and applies all applications testing technical processes, procedures, guidelines and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	5/5
2	Eight (8) years of progressively complex experience and advanced-level skill in analysis, design, programming, and testing, four (4) of which must have been in a technical lead position.	5/5
3	Three (3) years experience developing, testing or maintaining large management information applications (>500,000 SLOC or 5,000 FP).	5/5
4	Baccalaureate-level degree in relevant technical specialty, such as computer science, management information systems, computer engineering, software engineering or certification in software testing disciplines, such as IIST Certified Software Test Professional.	5/5
5	Intermediate-level skill and knowledge as an application tester as evidenced by the following: • Three (3) years experience in a lead role as an application tester • Advanced-level skill and knowledge in application testing, as evidenced by knowledge and experience of the following: • Testing methods and techniques, including white box, black box, and usability testing • Microsoft Excel	5/5

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	• Secure File Transfer Protocol (SFTP) • SQL database scripting • Unix Operating System • Advanced-level skill and knowledge in data driven, web-based application technologies, including the following: • Web-based thin client architecture • Web site design and development • Web development languages and techniques, including HTML, XML, CSS, Javascript • Database access methods, including SQL programming • Advanced-level skill and knowledge in the following software engineering areas: • OOP (Object Oriented Programming) and Design Concepts • Developing detailed design documents, such as use cases and data structure diagrams • All Software Development Lifecycle (SDLC) activities, including, requirements, design, Coding, Unit Testing, Deployment, and Maintenance • Software engineering concepts: e.g., encapsulation, information hiding, coupling, cohesion, modularity, and abstraction • Advanced software development methodologies, tools and environments, such as the Rational Unified Process (RUP), Unified Modeling Language (UML), Rational RequisitePro, Application Developer for WebSphere, Rose Developer for Java, Rose Modeler, Eclipse, ClearCase, and ClearQuest	
6	Advanced-level skill and knowledge as an application tester in an architecture similar to CSE, as evidenced by knowledge and experience of at least five (5) of the following: • Mercury Test Director/Quality Center • Quick Test Professional • IBM DB2 Command Editor • WebSphere Administrative Console • Tivoli Job Scheduling Console • Java unit testing framework, e.g., JUnit and Easy Mock • Rational tools, including RequisitePro, ClearCase, and ClearQuest	3/5
7	Two (2) years experience with child support enforcement systems within the ten (10) years prior to the IFB release date, including knowledge of child support program requirements, such as case construct, payment distribution, welfare reform changes, inter-agency interfaces, and performance metrics.	2/5
8	Ability to act in a lead capacity on the most complex applications, and/or on the most complex data processing problems and can work independently as a high level technical specialist.	5/5
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	5/5
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	5/5

APPLICATION TEST ANALYST II

Tasks and Responsibilities

- Functions as technical team member for application testing activities in one or more technical areas of the CSE application.
- Functions as test team member in one or more functional areas of the CSE application (e.g., financial management, case management).
- Reviews and analyzes change requests to determine the scope of work and estimate the level of effort for testing application changes. Writes detailed test work plans, test scenarios and test scripts based on business requirements and high level designs.
- Schedules and coordinates test execution, including automated regression test suites.
- Creates test data and executes test scripts. Tracks actual vs. expected results, and evaluates quality of code changes. Documents results of testing activities, including creating and reporting test-discovered defects.
- Designs, develops, executes and maintains automated regression testing scripts.
- Follows configuration control procedures over application source libraries at pre-release levels.
- Maintains direct knowledge of and applies all applications testing technical processes, procedures, guidelines and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	5/5
2	Four (4) years of progressively complex experience and intermediate-level skill in analysis, design, programming, and testing, two (2) of which must have been in a lead position.	5/5
3	Two (2) years experience developing, testing or maintaining large management information applications (>500,000 SLOC or 5,000 FP).	5/5
4	Baccalaureate-level degree in relevant technical specialty, such as computer science, management information systems, computer engineering, software engineering or certification in software testing disciplines, such as IIST Certified Software Test Professional.	4/5
5	Intermediate-level skill and knowledge as an application tester as evidenced by the following: • Two (2) years experience in a lead role as an application tester • Intermediate-level skill and knowledge in application testing, as evidenced by knowledge and experience of the following: • Testing methods and techniques, including white box, black box, and usability testing • Microsoft Excel	5/5

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	• Secure File Transfer Protocol (SFTP) • SQL database scripting • Unix Operating System • Intermediate-level skill and knowledge in data driven, web-based application technologies, including the following: • Web-based thin client architecture • Web site design and development • Web development languages and techniques, including HTML, XML, CSS, Javascript • Database access methods, including SQL programming • Intermediate-level skill and knowledge in the following software engineering areas: • OOP (Object Oriented Programming) and Design Concepts • Developing detailed design documents, such as use cases and data structure diagrams • All Software Development Lifecycle (SDLC) activities, including, requirements, design, Coding, Unit Testing, Deployment, and Maintenance • Software engineering concepts: e.g., encapsulation, information hiding, coupling, cohesion, modularity, and abstraction • Intermediate-level software development methodologies, tools and environments, such as the Rational Unified Process (RUP), Unified Modeling Language (UML), Rational RequisitePro, Application Developer for WebSphere, Rose Developer for Java, Rose Modeler, Eclipse, ClearCase, and ClearQuest	
6	Intermediate-level skill and knowledge as an application tester in an architecture similar to CSE, as evidenced by knowledge and experience of at least five (5) of the following: • Mercury Test Director/Quality Center • Quick Test Professional • IBM DB2 Command Editor • WebSphere Administrative Console • Tivoli Job Scheduling Console • Java unit testing framework, e.g., JUnit and Easy Mock • Rational tools, including RequisitePro, ClearCase, and ClearQuest	3/5
7	Two (2) years experience with child support enforcement systems within the ten (10) years prior to the IFB release date, including knowledge of child support program requirements, such as case construct, payment distribution, welfare reform changes, inter-agency interfaces, and performance metrics.	2/5
8	Ability to act in a lead capacity on complex applications, and/or on complex data processing problems and can work independently as a high level technical specialist.	5/5
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	5/5
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	5/5

DATABASE ADMINISTRATOR III

Tasks and Responsibilities

- Responsible for the logical and physical integrity of the CSE application database environment and the CSE logical and physical database design.
- Monitors and tunes database performance during testing and production operations; coordinates and implements database sizing/resizing, restructures and index rebuilds; assists with capacity planning for future database growth; documents benchmarks and procedures needed to optimize performance; ensure that all performance guidelines are followed.
- Reviews and analyzes change requests to determine the scope of work and estimate the level of effort for database changes. Writes technical specifications.
- Develops and modifies database definitions including entities, attributes, relationships, and referential integrity triggers. Maintains detailed database design documentation.
- Develops, maintains and supports procedures, standards and interfaces for centralized database management.
- Installs, patches, upgrades, maintains, and supports DB2 in all environments.
- Implements database access procedures including the administration of User IDs.
- Implements Database Change Requests (DBCRs), i.e., data repairs.
- Assists application development and maintenance staff with database questions and issues.
- Plans and implements strategies and procedures for physical disaster/recovery and contingency planning. Establishes mechanisms for replicating production databases in development environments
- Provides problem resolution support, specific to database issues; identifies and resolves database problems, coordinating with application users to determine symptoms and ensure accurate problem definition.
- Assists in development and improvement of database administration-related plans, processes, procedures, standards and priorities.
- Maintains detailed knowledge of all database administration processes, procedures, and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	3/3

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
2	Eight (8) years of progressively complex experience and advanced-level skill in analysis, architecture, design, installation, configuration, administration, operation, and maintenance of database systems, four (4) of which must have been in a technical lead position.	3/3
3	Three (3) years experience and advanced-level skill supporting very large, complex automated systems comprising at least ten (10) servers, at least 1,000 internal and/or external users, and using both custom and off-the-shelf enterprise and business applications.	3/3
4	Baccalaureate-level degree in relevant technical specialty, such as computer science, management information systems, computer engineering, software engineering or relevant certification, such as IBM Certified Database Administrator.	2/3
5	Advanced-level skill and knowledge in database design and development, as evidenced by the following: • Three (3) years experience filling a lead role as a database administrator • Advanced-level skill and knowledge of at least eight (8) of the following database design, development, and administration-related concepts, methods, and tools: • Physical and Logical Data Modeling (e.g., with UML) • Database Definition Language (DDL) • Writing SQL stored procedures • Index analysis • Normalization and de-normalization • Referential integrity • Data replication concepts • Locking Strategies • Reporting Tools • Extract Transform and Load (ETL) tools • Data Warehouse concepts, including data mining, data marts, on-line analytical processing (OLAP), etc.	3/3
6	Advanced-level skill and knowledge and experience with at least three (3) of the following database architecture-related technologies: • IBM DB2 Enterprise Server for UNIX (AIX) • IBM Data Warehouse Edition (DWE) • IBM Business Intelligence Solutions • IBM InfoSphere Warehouse • IBM Content manager	2/3
7	Advanced-level skill and knowledge of the following additional system software concepts and technologies: • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • AIX, including Korn shell scripting • Use of modeling, administration, monitoring, and configuration management tools applicable to databases, operating systems, and/or networks; such as Rational Rose Modeler, ClearCase, and ClearQuest	2/3
8	Ability to act in a lead capacity on the most complex applications, and/or on the most complex system architecture problems and can work independently as a high level technical specialist.	3/3
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative	3/3

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	thinking, and design methods and processes.	
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	3/3

DATABASE ADMINISTRATOR II

Tasks and Responsibilities

- Journey-level database administrator, responsible for the logical and physical integrity of the CSE application database environment and the CSE logical and physical database design.
- Monitors and tunes database performance during testing and production operations; coordinates and implements database sizing/resizing, restructures and index rebuilds; assists with capacity planning for future database growth; documents benchmarks and procedures needed to optimize performance; ensure that all performance guidelines are followed.
- Reviews and analyzes change requests to determine the scope of work and estimate the level of effort for database changes. Writes technical specifications.
- Develops and modifies database definitions including entities, attributes, relationships, and referential integrity triggers. Maintains detailed database design documentation.
- Develops, maintains and supports procedures, standards and interfaces for centralized database management.
- Installs, patches, upgrades, maintains, and supports DB2 in all environments.
- Implements database access procedures including User ID administration.
- Implements Database Change Requests (DBCRs), i.e., data repairs.
- Assists application development and maintenance staff with database questions and issues.
- Plans and implements strategies and procedures for physical disaster/recovery and contingency planning. Establishes mechanisms for replicating production databases in development environments.
- Provides problem resolution support, specific to database issues; identifies and resolves database problems, coordinating with application users to determine symptoms and ensure accurate problem definition.
- Assists in development and improvement of database administration-related plans, processes, procedures, standards and priorities.
- Maintains detailed knowledge of all database administration processes, procedures, and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	3/3

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
2	Four (4) years of progressively complex experience and intermediate-level skill in analysis, architecture, design, installation, configuration, administration, operation, and maintenance of database systems, two (2) of which must have been in a technical lead position.	3/3
3	Two (2) years experience and intermediate-level skill supporting very large, complex automated systems comprising at least ten (10) servers, at least 1,000 internal and/or external users, and using both custom and off-the-shelf enterprise and business applications.	3/3
4	Possession of relevant certification, such as IBM Certified Database Administrator.	2/3
5	Intermediate-level skill and knowledge in database design and development, as evidenced by the following: • Two (2) years experience filling a lead role as a database administrator • Intermediate-level skill and knowledge of at least eight (8) of the following database design, development, and administration-related concepts, methods, and tools: • Physical and Logical Data Modeling (e.g., with UML) • Database Definition Language (DDL) • Writing SQL stored procedures • Index analysis • Normalization and de-normalization • Referential integrity • Data replication concepts1/1 • Locking Strategies • Reporting Tools • Extract Transform and Load (ETL) tools • Data Warehouse concepts, including data mining, data marts, on-line analytical processing (OLAP), etc.	3/3
6	Intermediate-level skill and knowledge and experience with at least three (3) of the following database architecture-related technologies: • IBM DB2 Enterprise Server for UNIX (AIX) • IBM Data Warehouse Edition (DWE) • IBM Business Intelligence Solutions • IBM InfoSphere Warehouse • IBM Content manager	2/3
7	Intermediate-level skill and knowledge of the following additional system software concepts and technologies: • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • AIX, including Korn shell scripting • Use of modeling, administration, monitoring, and configuration management tools applicable to databases, operating systems, and/or networks; such as Rational Rose Modeler, ClearCase, and ClearQuest	2/3
8	Ability to act in a lead capacity on complex applications, and/or on complex system architecture problems and can work independently as a high level technical specialist.	3/3
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	3/3

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	3/3

SYSTEM SOFTWARE SPECIALIST III

Tasks and Responsibilities

- Functions as technical expert for one or more systems management functions, such as Performance and Capacity Management, System Configuration Management, Release Management, Build Coordination, Batch Job Scheduling, Production Control Board, and System Administration.
- Coordinates implementation of tested system changes with functional teams to determine priorities, schedule new builds and releases, and maintain the production calendar.
- Manages Configuration Item promotion, build, and deployment across environments. Prepare builds for production release and supports production releases. Performs code deliveries and merges code between streams. Builds applications and deploys to non-production environments.
- Maintains the batch schedule and run books for both production and non-Production environments. Supports the Tivoli Workload Schedule (TWS) Job Scheduler tool used in production and by developers and testers.
- Provides environment support for all environments (production and non-production) across tools WebSphere, Hyperion, Adobe Forms products, Finalist, Content Manager, MQSeries, WebSEAL, TAMe, TWS.
- Manages the account request process for all environments. Monitors system security and investigates security incidents.
- Develops and maintains ClearQuest scripts (Perl), WebSphere scripts (Java TCL or Java Python), AIX scripts (Korn shell), Build scripts (Ant).
- Supports application testing by tracking high severity defects.
- Coordinates release status with Department executives and managers, business units, and production support.
- Monitors system performance and capacity, batch processes, and external interface file transfers.
- Provides problem resolution support, specific to systems and server issues; identifies and resolves system/server problems, coordinating with application users to determine symptoms and ensure accurate problem definition.
- Assists in development and improvement of operations' plans, processes, procedures, standards and priorities.
- Maintains direct knowledge of all operations management and technical processes, procedures, quality standards, and status of service delivery for all operations-related activities. Proposes systems management process improvements and additions.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	8/8
2	Eight (8) years of progressively complex experience and advanced-level skill in analysis, architecture, design, installation, configuration, operation, and maintenance of information systems hardware and software, four (4) of which must have been in a technical lead position.	8/8
3	Three (3) years experience and advanced-level skill supporting very large, complex automated systems comprising at least ten (10) servers, at least 1,000 internal and/or external users, and using both custom and off-the-shelf enterprise and business applications.	8/8
4	Certification in system administration disciplines, such as IBM Certified Specialist (AIX).	6/8
5	Advanced-level skill and knowledge in systems software integration and support, as evidenced by the following: • Three (3) years experience in a lead role as a system software specialist • Advanced-level skill and knowledge and experience in the following enterprise system architecture technology areas: • Web-based thin client architecture • Web site design, implementation, management, and administration • Unix-based operating system (e.g., AIX, HPUX, SunOS, Solaris, Ultrix, Linux, etc.), including Unix scripting languages (e.g., Korn shell, C shell, Bourne shell) • Message-oriented middleware • System-to-system interfaces • Service-Oriented Architecture (SOA) • Web development languages and techniques, including HTML, XML, CSS, Javascript • Use of modeling, administration, monitoring, and configuration management tools applicable to databases, operating systems, and/or networks • Advanced-level skill and knowledge in systems management concepts, including at least six (6) of the following: • Service Level Management • Quality Control Management • Operations Problem Management • Operations Change Management • Recovery Management • Performance Management • Capacity Management • Help Desk Management	8/8
6	Advanced-level knowledge and experience with at least three (3) of the following Java application architecture-related technologies: • Hibernate & HQL (Hibernate Query Language, SQL extension) • Spring Java Database Connectivity (JDBC), configuration and usage • Java Management Extensions (JMX) • Java Architecture for XML Binding (JAXB) • Java unit testing framework, e.g., JUnit and Easy Mock • Java Diagnostics, e.g., Wily Introscope and jProbe	3/8
7	Advanced-level knowledge and experience with IBM systems, web services and	3/8

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	message-oriented middleware software technologies, including at least six (6) of the following • WebSphere architecture and design, console, user administration, and security • WebSphere Business Integration Architecture and Patterns • WebSphere Studio Application Developer Integration Edition (WSADIE) • MQ Series use and administration • MQ Workflow • IBM Directory Server • DB2 • Tivoli, including Workload Scheduler, Policy Director, TAMe, and WebSEAL • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • AIX, including Korn shell scripting • System and performance testing tools	
8	Ability to act in a lead capacity on the most complex applications, and/or on the most complex system architecture problems and can work independently as a high level technical specialist.	8/8
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	8/8
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	8/8

SYSTEM SOFTWARE SPECIALIST II

Tasks and Responsibilities

- Journey-level technician supporting systems management functions, such as Performance and Capacity Management, System Configuration Management, Release Management, Build Coordination, Batch Job Scheduling, Production Control Board, and System Administration.
- Coordinates implementation of tested system changes with functional teams to determine priorities, schedule new builds and releases, and maintain the production calendar.
- Manages Configuration Item promotion, build, and deployment across environments. Prepare builds for production release and supports production releases. Performs code deliveries and merges code between streams. Builds applications and deploys to non-production environments.
- Maintains the batch schedule and run books for both production and non-Production environments. Supports the Tivoli Workload Schedule (TWS) Job Scheduler tool used in production and by developers and testers.
- Provides environment support for all environments (production and non-production) across tools WebSphere, Hyperion, Adobe Forms products, Finalist, Content Manager, MQSeries, WebSEAL, TAMe, TWS, DB2.
- Manages the account request process for all environments. Monitors system security and investigates security incidents.
- Develops and maintains ClearQuest scripts (Perl), WebSphere scripts (Java TCL or Java Python), AIX scripts (Korn shell), Build scripts (Ant).
- Supports application testing by tracking high severity defects.
- Coordinates release status with Department executives and managers, business units, and production support.
- Monitors system performance and capacity, batch processes, and external interface file transfers.
- Provides problem resolution support, specific to systems and server issues; identifies and resolves system/server problems, coordinating with application users to determine symptoms and ensure accurate problem definition.
- Assists in development and improvement of operations' plans, processes, procedures, standards and priorities.
- Maintains direct knowledge of all operations management and technical processes, procedures, quality standards, and status of service delivery for all operations-related activities. Proposes systems management process improvements and additions.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	12/12
2	Four (4) years of progressively complex experience and intermediate-level skill in analysis, architecture, design, installation, configuration, operation, and maintenance of information systems hardware and software, two (2) of which must have been in a technical lead position.	12/12
3	Two (2) years experience and intermediate-level skill supporting very large, complex automated systems comprising at least ten (10) servers, at least 1,000 internal and/or external users, and using both custom and off-the-shelf enterprise and business applications.	12/12
4	Certification in system administration disciplines, such as IBM Certified Specialist (AIX).	8/12
5	Intermediate-level skill and knowledge in systems software integration and support, as evidenced by the following: • Two (2) years experience in a lead role as a system software specialist • Intermediate-level skill and knowledge and experience in the following enterprise system architecture technology areas: • Web-based thin client architecture • Web site design, implementation, management, and administration • Unix-based operating system (e.g., AIX, HPUX, SunOS, Solaris, Ultrix, Linux, etc.), including Unix scripting languages (e.g., Korn shell, C shell, Bourne shell) • Message-oriented middleware • System-to-system interfaces • Service-Oriented Architecture (SOA) • Web development languages and techniques, including HTML, XML, CSS, Javascript • Use of modeling, administration, monitoring, and configuration management tools applicable to databases, operating systems, and/or networks • Intermediate-level skill and knowledge in systems management concepts, including at least five (5) of the following: • Service Level Management • Quality Control Management • Operations Problem Management • Operations Change Management • Recovery Management • Performance Management • Capacity Management • Help Desk Management	12/12
6	Intermediate-level knowledge and experience with at least three (3) of the following Java application architecture-related technologies: • Hibernate & HQL (Hibernate Query Language, SQL extension) • Spring Java Database Connectivity (JDBC), configuration and usage • Java Management Extensions (JMX) • Java Architecture for XML Binding (JAXB) • Java unit testing framework, e.g., JUnit and Easy Mock • Java Diagnostics, e.g., Wily Introscope and jProbe	5/12

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
7	Intermediate-level knowledge and experience with IBM systems, web services and message-oriented middleware software technologies, including at least six (6) of the following • WebSphere architecture and design, console, user administration, and security • WebSphere Business Integration Architecture and Patterns • WebSphere Studio Application Developer Integration Edition (WSADIE) • MQ Series use and administration • MQ Workflow • IBM Directory Server • DB2 • Tivoli, including Workload Scheduler, Policy Director, TAMe, and WebSEAL • Enterprise Application Integration (EAI) patterns, topologies, and tools • File Transfer protocols and tools, including Secure File Transfer • AIX use and scripting (Korn shell) • System and performance testing tools	5/12
8	Ability to act in a lead capacity on complex applications, and/or on complex system architecture problems and can work independently as a technical specialist.	12/12
9	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	12/12
10	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	12/12

SYSTEM ADMINISTRATOR II

Tasks and Responsibilities

- Journey-level technician providing enterprise systems administrative services, such as Server Administration, Network Administration, Enterprise Messaging Administration, Database Administration, Domain Services, Genesys Customer Services System Administration, and Network Storage Administration.
- Provides environment support for all environments (production and non-production) across tools: Microsoft SQL Server, Windows Server, Internet Information Services Server, Business Objects Enterprise Server, and Exchange Server.
- Manages the account request process for all enterprise servers.
- Monitors system security and investigates security incidents.
- Coordinates release status with Department executives and managers, business units, and production support.
- Monitors system performance and capacity, batch processes, and external interface file transfers.
- Provides problem resolution support, specific to systems and server issues; identifies and resolves system/server problems, coordinating with application users to determine symptoms and ensure accurate problem definition.
- Assists in development and improvement of operations' plans, processes, procedures, standards and priorities.
- Supports application testing by tracking defects.
- Functions in one or more of the following administration roles:
    - System Administrator – maintains enterprise servers, including Messaging (Exchange), Storage (Filer servers and Storage Area Networks), Security (Domain Controller, Active Directory). Installs, upgrades, replaces server hardware and software, performs backup and recovery of shared resources.
    - Network Administrator – maintains network infrastructure such as switches and routers, and diagnoses problems with these or with the behavior of network-attached computers.
    - Security Administrator – specializes in computer and network security, including the administration of security devices such as firewalls, intrusion detection, as well as consulting on general security measures.
    - Database Administrator – monitors and tunes database performance during testing and production operations; coordinates and implements database sizing/resizing, restructures and index rebuilds; assists with

capacity planning for future database growth; documents benchmarks and procedures needed to optimize performance; ensure that all performance guidelines are followed.

- Genesys Administrator – maintains the Enterprise Customer Service Solution including CME/CCPulse+, system infrastructure, performance factors, reporting, system upgrades, data management, systems management and security.

- Maintains direct knowledge of all system administration and technical processes, procedures, quality standards, and status of service delivery for all system administration-related activities. Proposes systems administration process improvements and additions.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	10/10
2	Four (4) years of progressively complex experience and intermediate-level skill in information systems administration, two (2) of which must have been in a technical lead position.	10/10
3	Intermediate-level skill and knowledge in systems management concepts, including at least five (5) of the following: • Service Level Management • Quality Control Management • Operations Problem Management • Operations Change Management • Recovery Management • Performance Management • Capacity Management • Help Desk Management	4/10
4	Meets at least one of MQs 5-9 below. Note that to meet this MQ, each staff member must be offered for one and only one of the roles represented in MQs 5-9 below.	10/10
5	Two (2) years experience and intermediate-level skill and knowledge as a Microsoft *Windows System Administrator*, including the following: • Install, configure, troubleshoot Windows 2000/2003 Server and Windows XP Professional Operating Systems • Install, configure, troubleshoot Windows server applications, including SQL Server, Exchange, SharePoint, IIS, .Net, File and Print, Virtualization • Active Directory, Domain Services, Network Storage • Remote user, VPN support • Microsoft, A+ or equivalent certification	3/10
6	Two (2) years experience and intermediate-level skill and knowledge as a *Network Administrator* in a Microsoft Windows environment, including the following: • Knowledge and experience of a Windows System Administrator (MQ 5) • Network support in Windows 2000/2003 environment, including thorough understanding of the TCP/IP Suite (TCP, UDP, IP, ICMP, etc.) as well as the network management protocol, SNMP • Principles of routing, client/server communications, the design of consistent	3/10

EXHIBIT 6-B

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
	network-wide file system layouts • Network hardware configuration, including firewalls, switches, routers • Microsoft, A+, N+ or equivalent network-specific certification	
7	Two (2) years experience and intermediate-level skill and knowledge as a *Security Administrator* in a Microsoft Windows environment, including the following: • Knowledge and experience of a Windows System Administrator (MQ 5) • Familiarity with security and hardening of Windows servers • Analysis of vulnerabilities, systems configurations, and network architectures to provide mitigation recommendations for identified weaknesses • Security Policy in Windows 2000/2003 and Windows XP Professional Operating Systems, including Active Directory • Microsoft, A+ or equivalent security-specific certification	1/10
8	Two (2) years experience and intermediate-level skill and knowledge as a *Database Administrator* in a Microsoft Windows environment, including the following: • Knowledge and experience of a Windows System Administrator (MQ 5) • SQL Server installation, configuration, troubleshooting, tuning, clustering and replication, backup and recovery • T-SQL development and Production Support for database systems • SQL scripting and query writing • Supporting web-based systems, data warehousing, SQL Server Analysis Services (SSAS), OLAP, log shipping • Microsoft, A+ or equivalent database-specific certification	1/10
9	Two (2) years experience and intermediate-level skill and knowledge as a *Genesys System Administrator* including the following: • Genesys software support • CCPulse+ report support • Hyperion support • Systems architecture, including infrastructure design, system and performance testing tools	2/10
10	Ability to act as a technical specialist on systems infrastructure problems and can work independently.	10/10
11	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	10/10
12	Excellent verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	10/10

SYSTEM ADMINISTRATOR I

Tasks and Responsibilities

- Journey-level technician providing enterprise systems administrative services, such as End-User Support, Desktop Support, and Enterprise Server Administration.
- Provides end-user and infrastructure problem resolution support; identifies and resolves system/server problems; coordinates with application users to determine symptoms and ensure accurate problem definition.
- Provides desktop support, including maintaining desktop configuration for system users, installing and configuring desktop software for local and remote users, installing/replacing/upgrading desktop hardware, diagnosing and repairing desktop configuration issues.
- Provides enterprise server administration, including maintaining enterprise servers, such as Messaging (Exchange), Storage (Filer servers and Storage Area Networks), Security (Domain Controller, Active Directory). Installs, upgrades, replaces server hardware and software. Performs backup and recovery of shared resources.
- Maintains direct knowledge of all system administration and technical processes, procedures, quality standards, and status of service delivery for all system administration-related activities.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	7/7
2	Two (2) years of progressively complex experience and intermediate-level skill in information systems administration.	7/7
3	One (1) year experience and intermediate-level skill and knowledge as a Microsoft *Windows System Administrator*, including the following: • Install, configure, troubleshoot Windows 2000/2003 Server and Windows XP Professional Operating Systems • Install, configure, troubleshoot Windows desktop applications • Install, configure, troubleshoot Windows server applications, including SQL Server, Exchange, SharePoint, IIS, .Net, File and Print, Virtualization • Active Directory, Domain Services, Network Storage • Remote user, VPN support • Backup and Recovery • Microsoft, A+ or equivalent certification	7/7
4	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	7/7
5	Effective verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	7/7

OPERATIONS SPECIALIST II

Tasks and Responsibilities

- Journey-level technician supporting systems operations functions, such as batch job scheduling, monitoring, and recovery.
- Provides 24x7x365 coverage for batch processing.
- Performs file transfers, backup/restore functions, monitors computer environments, creates statistical reports.
- Performs troubleshooting of system stalls, failed batch jobs, system errors, as needed to resume normal operations in accordance with specific guidelines and procedures. Escalates unresolved problems to system and application specialists.
- Completes special projects and duties assigned by management.
- Maintains direct knowledge of all system operations processes, procedures, and quality standards.

Qualifications

	MINIMUM QUALIFICATIONS (MQS)	QUALIFYING RATIO
1	Satisfactory client references.	8/8
2	Four (4) years of progressively complex experience and intermediate-level skill in Unix system operations, two (2) of which must have been in a technical lead position.	8/8
3	Intermediate-level skill and knowledge in operations concepts, including the following: • Backup and recovery • Batch process scheduling, monitoring, and recovery (rerun failed jobs) • File transfers • Environment status monitoring and reporting • Problem identification, resolution, and escalation • Unix operating system commands	8/8
4	Ability to act in a lead capacity on complex applications, and/or on complex system problems and can work independently as a technical specialist.	8/8
5	Ability to analyze data and situations, identify and solve problems, reason logically and creatively, draw valid conclusions, develop effective solutions, apply creative thinking, and design methods and processes.	8/8
6	Effective verbal and written skills, including the ability to establish and maintain cooperative working relationships with both co-workers and customers or application users.	8/8

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7. COST

This section describes the requirements to be addressed by each Bidder in the preparation of its Cost Bid. Each Bidder shall present its proposed Total Labor Cost to perform the Maintenance and Operations tasks specified in Section 6, Statement of Work Requirements based on Hourly Rates by Classification and by contract year.

The term of the Contract shall be three (3) years from the contract start date. At the State's option, the Contract may be extended in increments of two (2) years, up to six (6) additional years. The rates for each classification shall be bid by contract year, including the optional years. Refer to Section 7.2, Cost Table Instructions for further cost determination information.

Participating Bidders are required to complete Exhibits 7-A through 7-E as specified in this Section. When submitting the Final Bid, cost figures must be sealed and submitted under separate cover. The Bidder will note that costs must be clearly shown in the Bidder's Final Bid. Refer to Section 8, Bid Format, for detailed information. Total Costs in Exhibits 7-B through 7-E must be shown in whole US dollars for the entire term of the contract. The Staffing Profile, including the number of staff and hours per classification and task reflected in Exhibit 7-B are estimated and will be used for evaluation purposes only. The State makes no commitment that the contractor will receive the hours indicated. Over the nine (9) year maximum contract term, the State intends to transition all tasks to State employees as positions are approved and funded. Therefore, the contract staff will be reduced as State positions are filled and staff are trained. The State may, at its discretion, increase or decrease hours from any or all of the Contractor Staff Classifications at the rates proposed in Exhibit 7-A.

Bidders are not to bid rates to the State that are less than their actual cost for the purpose of injuring competitors or destroying competition. The California Business and Professions Code, Section 17043.5, prohibits any person from selling "any article or product at less than the cost thereof, or to give away any article or product, for the purpose of injuring competitors or destroying competition. An 'article or product' is defined under Section 17024 to include services or outputs of a service trade, which do not involve passage of title."

ALL COSTS MUST BE SUBMITTED WITH THE FINAL BID.

7.1 Cost Definitions

7.1.1 Cost Cap

DCSS has a fixed cost ceiling or cap of $24 million per contract year for the tasks in this contract based on State budgetary constraints. The Cost Cap applies to each contract year for which costs are projected to be incurred, including any optional years. The Cost Cap includes all projected Bidder costs for all CSE M&O Services activities within the scope of this procurement.

Note that Task 1 Contract Management (see Section 6.2.1) is considered an overhead task for which Bidder staff levels do not apply. Task 2 Knowledge

Management Services (see Section 6.2.2) is a task applicable to all Staff and against which Contractor staff will account for time for reporting purposes, but for bidding purposes, no amount will be specified. Only staff counts and costs for tasks 3-5 are included in the Cost Bid.

The total labor cost per task for each contract year is calculated from application of the Bidder's proposed rates from Exhibit 7-A to the level of effort specified by the State for each classification, task and contract year as shown in Exhibit 7-B. The total labor costs for contract years 1 through 3 are reflected in Exhibit 7-C and the total labor costs for the optional contract years 4 through 9 are reflected in Exhibit 7-D. THE TOTAL LABOR COST FOR ALL TASKS MUST NOT EXCEED THE COST CAP IN ANY CONTRACT YEAR. **IF A BID IS SUBMITTED THAT EXCEEDS THE ANNUAL COST CAP, THE BID WILL BE REJECTED.**

Actual costs for all SOW Tasks will be based on actual work performed and invoiced monthly. The total cumulative actual cost invoiced must not exceed the Total Labor Cost bid in Exhibit 7-C, Total Labor Cost without an amendment to the contract.

7.1.2 Reimbursable Travel Expenses

Travel is not anticipated for this engagement.

7.1.3 Hourly Rates

The proposed Hourly Rates shall include all salaries, benefits, supervision, overhead or any other costs not pertaining to direct service delivery or specifically identified in this IFB as being provided by the State, and shall represent the sole compensation to be paid for all Bidder staff and the services specified in Section 6, Statement of Work Requirements.

The Bidder shall present on Exhibit 7-A the rate for each classification indicated by contract year. The Bidder's proposed Hourly Rates shall include the overhead determined by the Bidder as necessary to perform the requirements as defined in Section 6, Statement of Work Requirements.

7.1.4 Staff Profile

The State has specified a Staff Profile including level of effort by position, classification and contract year for evaluation purposes for Tasks 3-5[13] specified in Section 6, Statement of Work Requirements. Exhibit 7-B, Tables 7-B.1 through 7-B.3 show the number of staff hours by classification and contract year for SOW Tasks 3 through 5 respectively. Table 7-B.4 shows the total number of staff hours by classification and contract year for all Tasks. Bidders rates proposed in Exhibit 7-A shall be applied to this Staff Profile to determine the Total Labor Cost for each task and contract year. These totals shall be included in Exhibit 7-C, Total Labor Cost and Exhibit 7-D Maximum Extension Cost.

[13] The staffing profile does not apply for Tasks 1 and 2. See Section 7.1.1 Cost Cap for more information.

7.2 Cost Table Instructions

Exhibits 7-A through 7-E are cost tables produced from the Cost Workbook (a Microsoft Excel workbook titled, "Cost Workbook.xls") distributed with this IFB. A separate worksheet is provided in the Cost Workbook for each exhibit.

The Cost Workbook is designed to simplify calculating and evaluating Bidders' costs. It is provided for the convenience of Bidders, and to aid the evaluation process by encouraging consistency in the Cost Bids. However, the state does not certify, and bears no responsibility for the correctness of the pre-defined workbook calculations. Bidders are responsible for validating all workbook calculations and confirming that their proposed costs are accurate.

Bidders are required to complete the workbook according to the following instructions. Bidders must include tables from the workbook in the Final Bids, and submit the completed Cost Workbook.xls file on CD in the original Microsoft Excel format with their Final Cost Bids. It is recommended that picture images only are pasted into bids from the Cost Workbook. Bidders are cautioned not to reformat or reconstruct cost tables, except to correct erroneous calculations, as any change (other than those explicitly called for in the following instructions) may result in errors in the Cost Bid.

7.2.1 Instructions for Exhibit 7-A, Classification and Rates

Exhibit 7-A is used to input hourly rates for each classification of service, and for each contract year, Year 1 through Year 9. The rates proposed will serve as a basis for calculating all labor costs.

1. For each classification and year, enter the rate in dollars and cents into Table 7-A Classifications and Rates.
2. If rates for years beyond Year 1 are calculated based on a percentage increase, rates must still be rounded to dollars and cents (two decimal places). The Cost Workbook as provided is configured to calculate subsequent contract year rates using an annual inflation factor (rounding is included in the cell equations). This inflation factor constant is located on tab "Parameters" of the Cost Workbook and may be changed to suit the Bidder's needs if choosing to use this optional capability in preparing the Cost Bid. The inflation factor reflected in the worksheet is for illustration purposes only.
3. A rate must be provided for each classification listed. Additional Classifications may not be added to the Cost Workbook or Cost Bid.
4. After entering all rates, update the worksheet totals by pressing the F9 key[14].
5. Copy Table 7-A Classifications and Rates from worksheet Exhibit 7-A of the Cost Workbook to Exhibit 7-A of the Cost Bid.

[14] The Cost Workbook.xls file has been configured for manual recalculation for performance purposes.

7.2.2 Cost Table Instructions for Exhibit 7-B, Staff Profile

Exhibit 7-B is used to set staff levels and calculate costs for each classification, task, and contract year for all tasks. Tables 7-B.1 through 7-B.3 in the Cost Workbook map to SOW Tasks 3 through 5. All tables calculate the total labor cost for the applicable task by contract year by multiplying the number of staff hours per classification by the rates proposed in Exhibit 7-A. Table 7-B.4 combines costs for all Tasks for comparison with the Cost Cap. No changes to these tables are required.

1. Ensure all totals are updated after entering all rates in Exhibit 7-A by pressing the F9 key.
2. The Total Labor Costs for each Task and the combined Total Labor Costs for all Tasks for all contract years must not exceed the applicable Cost Cap as specified in Section 7.1.1 Cost Cap.
3. Copy all tables 7-B.1 through 7-B.4 from worksheet Exhibit 7-B in the Cost Workbook to Exhibit 7-B of the Cost Bid.

7.2.3 Cost Table Instructions for Exhibit 7-C, Total Labor Cost

Exhibit 7-C is used to show the Total Labor Cost for all SOW Tasks by contract year. Table 7-C, Total Labor Cost will calculate these costs based on the rates entered in Exhibit 7-A Classifications and Rates and need not be modified.

1. Complete and update Exhibits 7-A and 7-B prior to finalizing Exhibit 7-C.
2. Total Labor Costs for each task and contract year shown on Table 7-C must match the totals on the respective tables in Exhibit 7-B and must not exceed the applicable annual Cost Cap specified in Section 7.1.1 Cost Cap.
3. Copy the table from worksheet Exhibit 7-C of the Cost Workbook to Exhibit 7-C of the Cost Bid.

7.2.4 Cost Table Instructions for Exhibit 7-D, Maximum Labor Cost for Extensions

Exhibit 7-D is used to estimate the Maximum Labor Cost for all SOW Tasks by contract year for three optional two-year extensions of these services. Table 7-D, Maximum Labor Cost for Extensions will calculate these costs based on the rates entered in Exhibit 7-A Classifications and Rates and need not be modified.

1. Complete and update Exhibits 7-A and 7-B prior to finalizing Exhibit 7-D.
2. Total Labor Costs for each task and contract year shown on Table 7-D must match the totals on the respective tables in Exhibit 7-B and must not exceed the applicable annual Cost Cap specified in Section 7.1.1 Cost Cap.
3. Copy the table from worksheet Exhibit 7-D of the Cost Workbook to Exhibit 7-D of the Cost Bid.

7.2.5 Cost Table Instructions for Exhibit 7-E, Subcontractor Costs

Exhibit 7-E is used to reflect the amount of the Total Bid Price the Bidder agrees to pay its subcontractors associated with the percentages reflected in the Bidder Declaration, GSPD-05-105.

1. Copy Subcontractor Company Name and Corresponding % of Bid Price from GSPD-05-105 to the appropriate cells in Exhibit 7-E in the Cost Workbook.
2. Enter the Corresponding Amount of the Bid Price for the Base Contract and Extensions for each Subcontractor Company in the appropriate cells in Exhibit 7-E of the Cost Workbook. Ensure that the Corresponding Amount of the Total Bid Price is calculated by pressing the F9 key.
3. Copy the table from worksheet Exhibit 7-E of the Cost Workbook to Exhibit 7-E of the Cost Bid.

7.2.6 Additional Worksheets in the Cost Workbook

Additional worksheets are included in the Cost Workbook for reference purposes and to aid in calculations, e.g., Tables 5-1 and 6-2, Initial and Total Staff Levels. Bidders are cautioned not to reformat or modify these worksheets, except to correct erroneous calculations, as any change (other than those explicitly called for in the above instructions) may result in errors in the Cost Bid.

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Exhibit 7-A Classifications and Rates

Table 7-A Classifications and Rates

Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Application Architect	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
System Architect	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Database Architect	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Application Developer III	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Application Developer II	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Application Test Analyst III	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Application Test Analyst II	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Database Administrator III	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Database Administrator II	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
System Softw are Specialist III	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
System Softw are Specialist II	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
System Administrator II	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
System Administrator I	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Operations Specialist II	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX

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Exhibit 7-B Staff Profile

Table 7-B.1 Task 3 System Operations Services Staff Hours

3 System Operations	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect												
System Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Database Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Application Developer III												
Application Developer II	3,840	3,840	3,840	**11,520**	3,840	3,840	3,840	3,840	3,840	3,840	**23,040**	**34,560**
Application Test Analyst III												
Application Test Analyst II												
Database Administrator III	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
Database Administrator II	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
System Softw are Specialist III	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
System Softw are Specialist II	23,040	23,040	23,040	**69,120**	23,040	23,040	23,040	23,040	23,040	23,040	**138,240**	**207,360**
System Administrator II												
System Administrator I												
Operations Specialist II	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
Total Hours	**72,960**	**72,960**	**72,960**	**218,880**	**72,960**	**72,960**	**72,960**	**72,960**	**72,960**	**72,960**	**437,760**	**656,640**
Cost												

Table 7-B.2 Task 4 Application Maintenance Services Staff Hours

4 Application Maintenance	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
System Architect												
Database Architect												
Application Developer III	24,960	24,960	24,960	**74,880**	24,960	24,960	24,960	24,960	24,960	24,960	**149,760**	**224,640**
Application Developer II	40,320	40,320	40,320	**120,960**	40,320	40,320	40,320	40,320	40,320	40,320	**241,920**	**362,880**
Application Test Analyst III	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Application Test Analyst II	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Database Administrator III												
Database Administrator II												
System Softw are Specialist III												
System Softw are Specialist II												
System Administrator II												
System Administrator I												
Operations Specialist II												
Total Hours	**86,400**	**86,400**	**86,400**	**259,200**	**86,400**	**86,400**	**86,400**	**86,400**	**86,400**	**86,400**	**518,400**	**777,600**
Cost												

EXHIBIT 7-B

Table 7-B.3 Task 5 IT Services Staff Hours

5 IT Services	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect												
System Architect												
Database Architect												
Application Developer III												
Application Developer II												
Application Test Analyst III												
Application Test Analyst II												
Database Administrator III												
Database Administrator II												
System Softw are Specialist III												
System Softw are Specialist II												
System Administrator II	19,200	19,200	19,200	**57,600**	19,200	19,200	19,200	19,200	19,200	19,200	**115,200**	**172,800**
System Administrator I	13,440	13,440	13,440	**40,320**	13,440	13,440	13,440	13,440	13,440	13,440	**80,640**	**120,960**
Operations Specialist II												
Total Hours	**32,640**	**32,640**	**32,640**	**97,920**	**32,640**	**32,640**	**32,640**	**32,640**	**32,640**	**32,640**	**195,840**	**293,760**
Cost												

Table 7-B.4 All Tasks Staff Hours

All Tasks	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
System Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Database Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Application Developer III	24,960	24,960	24,960	**74,880**	24,960	24,960	24,960	24,960	24,960	24,960	**149,760**	**224,640**
Application Developer II	44,160	44,160	44,160	**132,480**	44,160	44,160	44,160	44,160	44,160	44,160	**264,960**	**397,440**
Application Test Analyst III	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Application Test Analyst II	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Database Administrator III	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
Database Administrator II	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
System Softw are Specialist III	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
System Softw are Specialist II	23,040	23,040	23,040	**69,120**	23,040	23,040	23,040	23,040	23,040	23,040	**138,240**	**207,360**
System Administrator II	19,200	19,200	19,200	**57,600**	19,200	19,200	19,200	19,200	19,200	19,200	**115,200**	**172,800**
System Administrator I	13,440	13,440	13,440	**40,320**	13,440	13,440	13,440	13,440	13,440	13,440	**80,640**	**120,960**
Operations Specialist II	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
Total Hours	**192,000**	**192,000**	**192,000**	**576,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**1,152,000**	**1,728,000**
Cost												

Exhibit 7-C Total Labor Cost

Table 7-C Total Labor Costs

SOW Task	Year 1	Year 2	Year 3	Total
1 Contract Management				
2 Know ledge Management Services				
3 System Operations Services				
4 Application Maintenance Services				
5 IT Services				
Total Cost				

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Exhibit 7-D Maximum Labor Cost for Extensions

Table 7-D Maximum Labor Cost for Extensions

SOW Task	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total
1 Contract Management							
2 Know ledge Management Services							
3 System Operations Services							
4 Application Maintenance Services							
5 IT Services							
Total Cost							

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Exhibit 7-E Subcontractor Costs

Table 7-E Bid Costs Allocated to Subcontractors

Subcontractor Name	Corresponding % of Bid Price	Corresponding Amount of Bid Price for Base Contract	Corresponding Amount of Bid Price for Extensions	Corresponding Amount of Total Bid Price
Total Subcontractor Cost				

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8. BID FORMAT

8.1 Introduction

These instructions prescribe the mandatory Bid format and the approach for the development and presentation of Bids. Format instructions must be followed, all requirements and questions in the IFB must be answered, and all requested data must be supplied. Submissions include a Final Bid.

Bids must address requirements in Section 5, Administrative Requirements, and Section 6, Statement of Work Requirements, of the IFB in the order in which they are presented. Each IFB requirement response in the Bid should reference the exact location where the requirement is found in the IFB. The Bidder must respond to all requirements.

Final Bids must be submitted in both electronic and hard copy format. All pages in the Bid should be standard 8½ x 11 paper, except charts and diagrams, which may be foldouts. If foldouts are used, the folded size should fit within the 8½ x 11 format. The hard copy Bid must be provided in 3-ring binders. Electronic copies must be in the original published and editable format (e.g., Excel, Word, Visio, Photoshop, etc.).

Page numbers should be located in the same page position throughout the Bid. Figures, tables and charts should be assigned index numbers and should be referenced by these numbers in the Bid text and in the Bid Table of Contents. Figures should be placed as close to text references as possible.

The following should be shown on each page of the Bid:

IFB CSS 188
Name of the Bidder
Bid volume number
Bid part
Page number

The Bid shall be completely sealed. One (1) complete set of all required volumes shall be clearly marked “MASTER COPY.” Costs must be sealed separately and clearly labeled: Volume 3 - Costs. Each sealed Bid container should be labeled as follows:

Name of Bidder
IFB CSS 188
Final Bid

See Section 2.3, Bid Steps, for more details on Bid submission.

8.2 Bid Format and Content

The Final Bid must be submitted on the dates specified in Section 1.6, Key Action Dates and in the manner specified in Section 2, Rules Governing Competition. The Final Bid must be submitted in the number of copies indicated, and must be structured in the following manner:

Volume 1 – Response to Requirements 1 Master copy and 10 copies

- Cover Letter
- Table of Contents
- Part 1 – Executive Summary
- Part 2 – Response to Administrative Requirements
- Part 3 – Response to Statement of Work Requirements

Volume 2 – Complete Contract 1 Master copy and 2 copies

Volume 3 – Costs 1 Master copy and 2 copies

- Exhibits 7-A through 7-D, Cost Tables
- CD-ROM – 1 Electronic copy of Vol 3

Volume 4 – Literature 1 Master copy and 2 copies

CD-ROM – 1 Electronic copy of Volumes 1, 2, and 4

DO NOT INCLUDE COST DATA ON THIS CD-ROM

One (1) complete set of all Bid volumes shall be clearly marked “MASTER COPY”.

COST INFORMATION SHALL ONLY BE PROVIDED IN VOLUME 3, COSTS.

8.2.1 Volume 1 – Response to Requirements

Volume 1 must be in the order and format indicated below. The organization of the Bid volume must be as follows:

1. Cover Letter

   The Cover Letter must be prepared and signed in accordance with Section 2.3.5.5, Signature of Bid, and Section 5.1, Compliance with Administrative Requirements, Responding to the IFB. The Cover Letter must be included as the first page of Bid Volume 1. COST INFORMATION MUST NOT BE INCLUDED IN THE COVER LETTER.

2. Table of Contents

   All parts of the Final Bid specified in Section 8, Bid Format, such as volumes, parts, tabs, and exhibits should be identified by volume, part, and page number in the Table of Contents. All tables, figures, charts and graphs should be identified by index number and page number in a Table of Tables and Table of Figures.

3. Part 1 - Executive Summary

   Volume 1, Part 1 should contain an Executive Summary of the salient features of the Bid. The Executive Summary should condense and highlight the contents of the Bid to provide a broad understanding of the entire Bid. The Executive Summary should include conclusions and generalized recommendations. Such conclusions and recommendations will not be evaluated and will not be a factor in selection of the successful Bid. COST

INFORMATION MUST NOT BE INCLUDED IN THE EXECUTIVE SUMMARY.

4. Part 2 - Response to Administrative Requirements

   Volume 1, Part 2 must contain all documentation required to be submitted in response to the requirements specified in Section 5, Administrative Requirements.

   The organization of Part 2 must be:

   Tab 2.1 Exhibit 5-A, Administrative Requirements Certification

   Tab 2.2 Bidder Declaration (GSPD-05-105)

   Tab 2.3 Exhibit 5-B, Corporate Background and Experience forms for Bidder

   Tab 2.4 Exhibit 5-C, Corporate Client Reference forms for Bidder

   Tab 2.5 Exhibit 5-B, Corporate Background and Experience forms for Subcontractors

   Tab 2.6 Exhibit 5-C, Corporate Client Reference forms for Subcontractors

   Tab 2.7 Staffing Plan

   Tab 2.8 Initial Staff Resumes

   Tab 2.9 Exhibit 5-D, Staff Client Reference forms for each senior staff member.

   Tab 2.10 Secretary of State Certification

   Tab 2.11 Payee Data Record (STD 204)

   Tab 2.12 Exhibit 5-E, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Transactions

   Tab 2.13 Certificate of Insurance

   Tab 2.14 Exhibit 5-F, Workplace Policy Enforcement

   Tab 2.15 Disabled Veteran Business Enterprise Declarations (STD 843)

   Tab 2.16 Exhibit 5-G, Commercially Useful Function

   Tab 2.17 EZA Preference (STD 831, OPTIONAL)

   Tab 2.18 TACPA Preference (STD 830, OPTIONAL)

   Tab 2.19 LAMBRA Preference (STD 832, OPTIONAL)

   Tab 2.20 Manufacturer’s Summary of Contract Activities and Labor Hours (DGS/PD 525, OPTIONAL)

Tab 2.21 Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 526, OPTIONAL)

Tab 2.22 Exhibit 5-H, Intent to Claim Small Business Preference (OPTIONAL)

All Tabs must be included in the response. For those Tabs which do not apply to the Bid, a page shall be inserted under that particular tab indicating that the Bidder is not submitting any information for this particular tab as it does not apply to their Bid.

5. Part 3 - Response to Statement of Work Requirements

   The organization of Part 3 must be:

   Tab 3.1 Exhibit 6-A, Statement of Work Requirements Certification

8.2.2 Volume 2 – Contract

This volume must contain the complete and signed Contract (Std 213) with all appropriate blanks completed and with State approved contract language. Do not include standard contract language, SOW, Cost information, or Administrative exhibits with Contract Exhibits A-1, A-2, A-3, A-6, and A-7 in the Bidder Response (placeholder pages for documents included by reference are sufficient for the bid).

The contract is provided as IFB Appendix A, Contract and includes the following components:

1. Standard Agreement (Std. 213)
   a. The Bidder shall complete the electronic copy (pdf) of the Standard Agreement Form (Std. 213) provided by the State in the solicitation documents. This copy will include applicable State information already completed.
   b. The Contractor shall complete all Contractor information on line 1 and in the "CONTRACTOR" portion near the bottom of the form. The Master copy of the Standard Agreement (Std. 213) should be printed and signed (reflect the original signature) by the authorized representative of the bidder.
   c. Do not include any dollar figures and do not fill in any other sections on the Standard Agreement Form. They will be completed by the State at the time of Contract Award.
2. Exhibit A-1 DGS General Provisions – Information Technology GSPD-401IT)
3. Exhibit A-2 Personal Services Special Provisions
4. Exhibit A-3 Statement of Work
   a. Section 6, Statement of Work Requirements

   b. Exhibit 6-B, Staff Qualifications
5. Exhibit A-4 DCSS Special Provisions
6. Exhibit A-5 Payment Provisions
7. Exhibit A-6 Cost Tables
8. Exhibit A-7 Administrative Exhibits
   a. Bidder Declaration (GSPD 05-105)
   b. Staffing Plan

The Exhibits in Appendix A must be completed and submitted as Volume 2. Do not include any costs in Volume 2 of the Bid. At the time of Contract Award, cost tables by State Fiscal Year will be created and incorporated into Exhibit A-6, Cost Tables and will be included as an attachment to the Contract.

NO COSTS SHALL BE INCLUDED IN ANY PART OF VOLUME 2.

8.2.3 Volume 3 – Cost

Volume 3 must be separately sealed and clearly labeled: Volume 3 – Costs. Volume 3 will not be opened for evaluation until Administrative and Statement of Work evaluations have been completed as described in Section 9, Evaluation. Volume 3 must contain the CD-ROM containing cost information and all completed tables required by the IFB.

The organization of Volume 3 must be:

1. Exhibits 7-A through 7-E, Cost Tables
2. CD-ROM containing one electronic copy of original editable files for all of Volume 3 – Cost.

8.2.4 Volume 4 – Literature

Volume 4 should contain all technical and other reference literature the Bidder chooses to supply to support the responses to the requirements in this IFB. The Volume should contain an index which cross-references the literature submitted in Volume 4 and the IFB Requirement the literature is supporting.

If the Bidder does not choose to provide such material, a statement of intentional omission should be provided in Volume 4.

8.2.5 CD-ROM

One electronic copy of all of Volumes 1, 2, and 4 shall be provided on CD-ROM in original editable format, with the non-cost portion of the Bid.

DO NOT INCLUDE COST DATA ON THIS CD-ROM.

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9. EVALUATION

This section presents the process and the criteria that DCSS will follow in evaluating Bids submitted in response to this IFB.

Final Bids will be evaluated in a multi-step process to determine the Bid offering the **lowest cost to the State** while meeting all of the State's mandatory requirements, and will not exceed the State's cost cap ($24 million annually). The contract award, if made, will be to the responsible bidder submitting a responsive bid that is the lowest cost after application of any preference requirements, if applicable.

9.1 Receipt of Bids

This procurement process is limited to submitting a Final Bid. All Bids must be delivered to the Procurement Official specified in Section 1.5, Procurement Contacts, at the location, date, and time specified in Section 1.6, Key Action Dates. FINAL BIDS WILL NOT BE ACCEPTED IF LATE.

Upon receipt, each Bid will be verified as properly sealed and date and time stamped. All Final Bids must be submitted in the quantity and format specified in Section 8, Bid Format.

Final Bid submissions shall include costs under separate, sealed cover.

9.2 Bid Security

All Bidder Submissions are confidential and shall be kept in a secured area until the Intent to Award notice has been posted.

9.3 DCSS Evaluation Team

DCSS has established an Evaluation Team comprised of individuals from the DCSS that will be responsible for the review and evaluation of Final Bids. DCSS shall designate a Team Chairperson who will manage the evaluation process. A representative from the DGS will provide guidance and oversight for the evaluation process and will serve as the single point of contact for questions and requests for clarifications during the evaluation process.

The Evaluation Team will be comprised of sub-teams that will each review one or more aspects of the bid. For example, a sub-team of System Software Specialists may review all System Software Specialist resumes for all bidders, while a sub-team of Application Testers reviews all Application Test Analyst resumes for all bidders. In no case will a sub-team consist of less than two (2) persons, and in every case a specific aspect of the bid will be evaluated by the same sub-team for all bidders. All final evaluation determinations will be made by consensus of the applicable sub-team with oversight of the Team Chairperson and the DGS representative.

DCSS may consult additional qualified individuals or Subject Matter Experts (SME), during the evaluation process to assist the Evaluation Team in gaining a better understanding of technical, financial, legal, contractual, project or program issues. These individuals will not have voting or scoring privileges or responsibility for the evaluation process but will serve in a confidential advisory capacity.

9.4 Evaluation of Final Bids

9.4.1 Evaluation Process Summary

The table below presents a summary of the overall evaluation process and illustrates how the Evaluation Team will score each Bid. The subsections that follow provide additional detail regarding this process.

Table 9-1 Evaluation Process

EVALUATION ITEM	MEET REQUIREMENTS
Bid Opening and Content Validation	
Content of Mandatory Requirements met?	Yes/No
If Yes, continue otherwise stop at this point	
Validation Against Mandatory Requirements	
Section 5, Administrative Mandatory Requirements met?	Yes/No
Section 6, SOW Mandatory Requirements met?	Yes/No
Section 8, Bid Format Requirements met?	Yes/No
If Yes, continue otherwise stop at this point	
Any Material Deviations?	Yes/No
If No, continue, otherwise stop at this point	
Contract Review	
Any Material Deviations?	Yes/No
If No, continue, otherwise stop at this point	
Cost Evaluation	
Any Material Deviations?	Yes/No
If No, apply preferences and determine Selected Bidder	

9.4.2 Deviations

During the evaluation process, any material deviations from the IFB requirements shall cause the Bid to be rejected. If all deviations are ruled immaterial, and the Evaluation Team decided that the Bid should not be rejected, the Bid will be evaluated as though no infraction occurred.

The test for materiality shall be as follows:

1. Is the requirement Mandatory or Desirable? If it is mandatory, proceed with answering the following questions. If desirable, Stop; the deviation is immaterial (reference Section 2, Rules Governing Competition, 2.1.2, Desirable Items).
2. Is the response in substantial accord with the solicitation requirement? If YES, the deviation is NOT material for this reason.
3. Does the response provide the bidder an advantage over other bidders? If NO, the deviation is NOT material for this reason.
4. Does the response have a potential significant effect on the delivery of the items bid? If NO, the deviation is NOT material for this reason.

5. Does the response have a potentially significant effect on the quantity of the items bid? If NO, the deviation is NOT material for this reason.
6. Does the response have a potentially significant effect on the quality of the items bid? If NO, the deviation is NOT material for this reason.
7. Does the response have a potentially significant effect on the amount paid to the vendor? If NO, the deviation is NOT material for this reason.
8. Does the response have a potentially significant effect on the cost to the State? If NO, the deviation is NOT material for this reason.

9.4.3 Bid Opening and Content Validation (Pass / Fail)

Final Bids must be delivered to the State Procurement Official at the location and by the date and time specified in Section 1.6, Key Action Dates. The State will record the time of receipt and verify that the Final Bids were received in a sealed condition. Final Bids not received by the date and time specified will be rejected.

All Final Bids received by the time and date specified will be opened. The Final Bids will then be checked for the presence of the relevant information in conformance with the requirements of this IFB. Absence of required information may deem any Final Bid non-responsive and may cause rejection.

Volume 3, Costs, of the Final Bid shall remain sealed until the evaluation of the Administrative Requirements and Statement of Work Requirements are completed.

9.4.4 Validation of Mandatory Requirements (Pass / Fail)

The Mandatory requirements of Sections 5 and 6 are evaluated as Pass/Fail. The State will review the Bidders' response to Section 5, Administrative Requirements and Section 6, Statement of Work Requirements to evaluate each of the Mandatory Requirements.

If a Final Bid fails to meet any of the Mandatory requirements in Section 5, Administrative Requirements and Section 6, Statement of Work Requirements, the State will determine if the deviation is material using the Materiality test in Section 9.4.2, Deviations. If the deviation is determined to be material, the Final Bid will be considered non-responsive. If the deviation is determined to be immaterial the Bid will be accepted as if no deviation had occurred.

9.4.5 Bid Format Review (Pass / Fail)

The Bid format review is scored as Pass/Fail. The State will evaluate the Bid in detail to determine compliance with the IFB requirements, particularly Section 8, Bid Format. If a Final Bid fails to meet any of the submission requirements in Section 8, Bid Format, the State will determine if the deviation is material using the Materiality test in Section 9.4.2, Deviations. If the deviation is determined to be material, the Final Bid will be considered non-responsive. If the deviation is determined to be immaterial the Bid will be accepted as if no deviation had occurred.

9.4.6 Validation of Cost Bid

Volume 3, Cost, of the Final Bid shall remain sealed until the evaluation of the Administrative Requirements and SOW Requirements are completed. A Cost Bid

Certification will be signed by the Procurement Official and retained with the Master bid/contract files. This document can be found at

http://www.documents.dgs.ca.gov/pd/delegations/itcostcert.pdf

Cost Bids will only be opened for responsive Bids from responsible Bidders. On the date of the cost opening, the State will post a list of responsive and responsible Bidders that have passed all Bid evaluation steps to this point. This list will be provided to all bidders and the public in attendance at the cost opening as well as persons who request the list.

Total Labor Cost includes proposed cost for all SOW tasks. The Bidder must submit a Cost Bid that is responsive to Section 7, Cost of this IFB. Costs will be evaluated relative to all Bidders, with award to the lowest cost Bidder, after applying Bidder preferences.

IF A BID IS SUBMITTED THAT EXCEEDS THE ANNUAL COST CAP, THE BID WILL BE REJECTED.

9.5 Evaluation Methodology

The Evaluation Team will review each Bidder's Final Bid to ensure that it contains valid responses to all of the Mandatory Requirements. If a Final Bid lacks a valid response to any of the requirements or is lacking any deliverable, it will be considered non-responsive and may be rejected.

9.5.1 Mandatory Requirements

The Bidder's Final Bid must meet all of the Mandatory Requirements in Section 5, Administrative Requirements, Section 6, Statement of Work Requirements, and Section 8, Bid Format. The State will review all Mandatory Requirements on a Pass/Fail basis. Final Bids with material deviations that do not meet all mandatory requirements will be rejected.

9.5.2 Bidder Qualifications

The final step in evaluating Mandatory Requirements will be to evaluate the Bidder's responses applicable to Bidder Qualifications, including Corporate Background and Experience; Staffing Plan, and Staff Qualifications as described below.

9.5.2.1 Corporate Background and Experience

Corporate Background and Experience will be evaluated based on the first three (3) projects referenced by the Bidder and Subcontractors (if applicable) using the Corporate Background and Experience forms (Exhibit 5-B). Any projects for a Bidder or Subcontractor appearing in the Bid after the first three (3) will not be evaluated. Refer to Section 5, Administrative Requirements, for additional information. The Corporate Client Reference forms (Exhibit 5-C) for both Bidder and Subcontractor references (if applicable) will be reviewed and references may be contacted for verification.

The Evaluation Team will review the Bidder's project documentation to ensure **all of** the following evaluation criteria are met.

- For each project, the Bidder must have provided application maintenance and/or operations services.
- At least one project must include both application maintenance and operations services for a single system.
- Each project must have been certified by the associated Corporate Client Reference for accuracy and satisfactory performance.
- Each project submitted must satisfy at least one of the following criteria, and all criteria must be met by the set of projects submitted:
  - For at least one project, the Bidder must have provided at least 50 full time resources for at least two years.
  - At least one system similar in size and complexity to the CSE system (the system must have exhibited all of the characteristics listed for System Size and Complexity in Table 9-2).
  - At least one system similar in architecture to the CSE system (the system must have utilized at least six (6) of the technologies listed for System Architecture in Table 9-2).
  - At least one public sector information system.

Table 9-2 Comparable System Size and Architecture

CRITERION	VALUE
System Size and Complexity	• System operational specifications included: • Centralized database • Centralized core business application • Batch processing • On-line distributed user access • 2000 total core application users with 1000 peak concurrent users • 1000 remote/distributed users over a wide area network • Business application sized at more than 10,000 function points[15] (or 1,000,000 lines of application code) • Total M&O level of effort of 100,000 hours annually (Note: this is a measure of system size and complexity, not staff provided by the Bidder).
System Architecture	System technical specifications included: • IBM Unix multiple server-based host platform running IBM AIX • DB2 database • IBM WebSphere application server • Java 2 Platform, Enterprise Edition (J2EE) architecture • Web application for on-line user access • Java source code for application business logic • IBM InfoSphere data warehouse

[15] A **function point** is an industry standard, uniform measure of application size.

CRITERION	VALUE
	• Tivoli security and administration tools • Enterprise forms subsystem, such as Adobe Forms • Enterprise reporting products for report development, such as Hyperion and Business Objects

FAILURE TO MEET THE MINIMUM REQUIREMENTS FOR ANY EVALUATION CRITERION FOR CORPORATE BACKGROUND AND EXPERIENCE MAY RESULT IN REJECTION OF THE BID.

For Subcontractors that are proposed at 25% or more of the total bid price (see Section 5.2.5, Subcontractor Corporate Background and Experience), the first three Subcontractor projects will be evaluated based on the Corporate Background and Experience forms (Exhibit 5-B) and Corporate Client Reference forms (Exhibit 5-C) submitted for Subcontractor projects. Any projects for a Subcontractor appearing in the Bid after the first three (3) will not be evaluated.

The Evaluation Team will review all of the Subcontractor's project documentation to ensure **all of** the following evaluation criteria are met.

- For each project, the Subcontractor must have provided application maintenance and/or operations services.
- Each project must have been certified by the associated Corporate Client Reference for accuracy and satisfactory performance.
- Each project submitted must satisfy at least one of the following criteria (only one, not all of the following criteria need be met by a Subcontractor's complement of three (3) projects):
  - A system similar in size and complexity to the CSE system (the system must have exhibited all of the characteristics listed for System Size and Complexity in Table 9-2).
  - A system similar in architecture to the CSE system (the system must have utilized at least five (5) of the technologies listed for System Architecture in Table 9-2).
  - A public sector information system.

FAILURE TO MEET THE MINIMUM REQUIREMENTS FOR ANY EVALUATION CRITERION FOR SUBCONTRACTOR CORPORATE BACKGROUND AND EXPERIENCE IS GROUNDS FOR DISQUALIFICATION OF THE BID.

9.5.2.2 Staffing Plan

The Evaluation Team will separately evaluate each Bidder's submitted Staffing Plan based on the Staffing Plan Requirements stated in Section 5.2.6 Detailed Staffing Plan. The Evaluation Team will evaluate each requirement using the evaluation criteria defined in Table 9-3 to determine whether or not the Bidder's response meets the State's requirements.

FAILURE TO MEET THE MINIMUM REQUIREMENTS FOR ANY STAFFING PLAN REQUIREMENT MAY RESULT IN REJECTION OF THE BID.

Table 9-3 Staffing Plan Evaluation Criteria

CRITERION	DEFINITION
Thoroughness	The Bidder's response to the specific requirement contains an appropriate level of detail and completeness.
Appropriateness	The Bidder's response correctly addresses the specific requirement, reflecting the Bidder's understanding of the requirement.
Presentation	The Bidder's response to the specific requirement is readable, organized, and easy to understand

9.5.2.3 Staff Qualifications

The Evaluation Team will evaluate the Bidder's offered staff based on the Minimum Qualifications (MQs) and Qualifying Ratios (Q/Rs) for the Classification specified in Exhibit 6-B, Staff Qualifications. This evaluation will consist of reviewing the Bidder's resumes to verify that **at least 20 of the 25** initial staff reflected in the Bid meet the MQs and QRs for the applicable classifications as specified in the matrix in the Bidder's Staffing Plan. Table 9-4 shows the number of initial staff and the number of staff that must meet the MQ for each MQ (1-7) for each Classification. For each classification and MQ, the "Qualifying Ratio" is the fraction of staff that must meet the MQ. For example, for the Application Developer III, only 2 of the 6 initial staff must meet MQ7, giving a Qualifying Ratio of 2/7.

Table 9-4 Initial Staffing Profile

CLASSIFICATION	NUMBER OF STAFF	QUALIFYING RATIOS						
		MQ1	MQ2	MQ3	MQ4	MQ5	MQ6	MQ7
Application Architect	1	1	1	1	1	1	1	1
System Architect	1	1	1	1	1	1	1	1
Database Architect	1	1	1	1	1	1	1	1
Application Developer III	6	6	6	6	6	6	6	2
Application Test Analyst III	5	5	5	5	5	5	3	2
Database Administrator III	3	3	3	3	2	3	2	2
System Software Specialist III	8	8	8	8	6	8	3	3
Totals	**25**	**25**	**25**	**25**	**22**	**25**	**17**	**12**

Staff Qualification Evaluation Steps

1. Review Resumes to Verify Minimum Qualifications

   The Evaluation Team will review each Resume provided in the Bidder's response to verify that the MQs the Bidder claims are met by the staff member are supported in the Resume. Any MQ claimed by the Bidder that cannot be verified in the resume will be indicated as "not met" for evaluation purposes. For bid evaluation purposes only, MQs 2 through 7 in each classification will be verified in the resume. MQ 1 in each classification will be

verified using the Staff Client Reference forms. MQs 8-12 will not be verified for bid evaluation purposes.

2. Verify Client References

   The State may contact any or all of the client references indicated on the Staff Client Reference forms (Exhibit 5-D) to confirm the information submitted in the resume related to the specific client reference. The first attempt may be made by email. If no response is received within four State business days the second and third attempt may be made by phone. Negative responses, missing client references, or inability to contact references may be cause for failure to satisfy MQ1, "Satisfactory Client References". Since the Staff Member Performance portion of the Staff Client Reference form is optional, an unmarked form will not be considered a negative response.

3. Determine if Resumes meet Qualifying Ratios

   Once all resumes for a Bidder have been reviewed, the Evaluation Team will determine if the complement of resumes for a classification meet the QRs for the classification (see Table 9-4). For example, if at least two (2) of the resumes for Application Developer III meet MQ7 with a QR of 2/7, the QR is met.

   For Bid evaluation purposes only, if for any classification one or more MQ QRs are not met, the evaluation team will determine how many resumes would need to be replaced or corrected in order to meet all of the QRs. **At least 20 of the 25 required initial resumes submitted with the Bid must be free of defects in order for the Bid to be considered responsive.**

   For example, suppose the Bidder claimed in its Staffing Plan that three (3) of its Application Developer III staff met MQ7 requiring 2 years of child support systems experience. Suppose then that only two (2) of the three (3) referenced resumes for Application Developer III explicitly reflected system experience for a child support system, and one of those was for only one (1) year instead of two (2). Since the QR for MQ7 is 2/7, only one resume would need to be replaced or corrected to meet the QR even though two (2) resumes contained errors. In this case only one resume is considered defective for Bid evaluation purposes. If this were the only error in the Bidder's resumes, the Bidder would have 24 of 25 qualified resumes and the Bid would be considered responsive.

FAILURE TO MEET MINIMUM QUALIFICATIONS IN THE REQUIRED QUALIFYING RATIOS FOR AT LEAST 20 RESUMES MAY RESULT IN REJECTION OF THE BID.

The resume defect threshold above is for the purpose of evaluation and determination of responsive bidders only. If the selected Contractor bids one or more classifications that failed to meet all of the MQs and QRs during the evaluation, the Contractor will be required to correct the resumes or replace proposed staff after contract award as necessary such that all MQs and QRs are met for all classifications. Staff replacements after contract award must be made per the conditions specified in Appendix A, Exhibit A-4, DCSS Special Provisions, paragraph 3, Replacement Staff.

No resume replacements or corrections will be permitted for evaluation purposes after Final Bids have been submitted.

9.6 Cost Evaluation

9.6.1 Total Cost Bid

The Evaluation Team will conduct a separate opening of Bidders' costs, after responses to Section 5, Administrative Requirements, Section 6, Statement of Work Requirements, and Section 8, Bid Format have been evaluated. Costs will be opened only for responsive Bids from responsible Bidders that pass the Mandatory Administrative and Statement of Work Requirements evaluation.

IF A BID IS SUBMITTED THAT EXCEEDS THE ANNUAL COST CAP IN ANY YEAR, THE BID WILL BE REJECTED.

The required cost figures will be checked for mathematical accuracy. Errors and inconsistencies will be dealt with according to procedures contained in Section 2.3.7.4, Errors in the Final Bid. Only those cost adjustments will be made by the procedures which are described in this IFB. Any adjustments in cost calculations will be made based on the hourly rates reflected in Exhibit 7-A.

Once the Evaluation Team has evaluated the cost data and verified that it meets all submission and formatting requirements, the Evaluation Team will evaluate the cost data and determine the Bidder's Total Cost Bid. The Total Cost Bid will be the sum of the Bidder's Total Labor Cost (Exhibit 7-C) and Maximum Labor Cost for Extensions (Exhibit 7-D).

9.6.2 Bidder Preferences and Incentives

Adjustments for preference claims (TACPA, EZA, LAMBRA and Small Business) and DVBE participation incentives will be performed after calculating the Total Cost Bid and rank ordering Bidders.

Application of Bidder preferences shall be limited as specified in Government Code Section 1896.8e.

> In no event shall the amount of the small business or non-small business subcontractor preferences awarded on a single bid exceed $50,000, and in no event shall the combined cost of the small business or non-small business subcontractor preference and preferences awarded pursuant to any other provision of law exceed $100,000. In bids that the state has reserved the right to award by line item, or make multiple awards, the small business preference shall be applied to maximize the participation of small businesses.

<u>Small Business (SB) Preference</u>

Small businesses will be granted the five percent (5%) small business preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced, responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Government Code Section 1896.8, and when the small business:

1. Has included in its bid a notification to the awarding department that it is a small business or that it has submitted to the Department a complete application pursuant to Section 1896.14 no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department as a small business;

2. Has submitted a timely, responsive bid; and
3. Is determined to be a responsible bidder.

Non-Small Business (NS) Preference

For evaluation purposes only, a five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the Total Cost Bid with one of more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontractors (Bidder Declaration GSPD-05-105) must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the percentage of the Total Cost Bid (as specified in the solicitation) per subcontractor.

Bidders claiming the five percent (5%) NS preference must commit to subcontract at least twenty-five percent (25%) of the Total Cost Bid with one or more California certified small businesses. Completed certification applications and required support documents must submitted to the Office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid due date, and the OSDC must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940.

DVBE Incentive Option With 3% DVBE Program Requirement

In accordance with section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The actual incentive amount shall be based on the amount of DVBE participation obtained, according to the table below. The maximum incentive for this solicitation is two percent (2%) of the lowest Total Cost Bid of responsive and responsible bidders or $100,000, whichever is less. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed $100,000. The DVBE incentive amount shall be subtracted from the Total Cost Bid of responsive bids eligible to receive the incentive for the purpose of determining the successful Bidder.

Table 9-5 DVBE Incentive

CONFIRMED DVBE PARTICIPATION	DVBE INCENTIVE %
5% or more	2%
4% to 4.99%	1%
3% to 3.99%	0%

TACPA, EZA, LAMBRA

The following preferences will be granted for California based bidders that meet the terms of the program.

- Target Area Contract Preference Act (TACPA)
- Enterprise Zone Act (EZA)
- Local Agency Military Base Recovery Area (LAMBRA) Act

A 5% preference, not to exceed $50,000, shall be computed from the lowest responsive and responsible Bidder's Total Cost Bid and shall constitute the TACPA/EZA/LAMBRA Preference. The TACPA/EZA/LAMBRA preference shall be subtracted from the Total Cost Bid of all responsive bids eligible to receive the preference.

9.7 Bidders Final Rank Determination

The State will select the successful Bidder on the basis of the lowest Total Cost Bid among all Final Bids that are responsive to the IFB requirements, after applying applicable preferences and incentives. Adjustments for bidder preferences and incentives will be used to determine ranking for selection only; contract award will be for the actual bid amount.

A Final Bid will be judged responsive if it meets all of the following criteria:

- The Final Bid conforms to IFB Section 2, Rules Governing Competition.
- The Final Bid meets all Mandatory Requirements in Section 5, Administrative Requirements, Section 6, Statement of Work Requirements, and Section 8, Bid Format.

The Evaluation Team will determine which Bidder's Final Bid has the lowest Final Cost Bid by rank ordering Bids by Total Cost Bid and applying Bidder Preferences.

The final rank determination and selection shall be calculated as follows:

1. Rank order the Bids from responsive and responsible bidders in order of the Total Cost Bid. The Bidder with the lowest Total Cost Bid is rank ordered number 1 and is the Lowest Cost Bidder.
2. If the Lowest Cost Bidder is a small business, exclude all non-small businesses from further evaluation. The selected bidder will be determined from among qualified small businesses only. Note that for this step, "qualified small businesses" do not include "non-small businesses contracting at least 25% to a small business". If there is only one qualified small business, stop! The Lowest Cost Bidder is selected. No further incentives or preferences will be applied as a small business cannot be displaced by a non-small business by application of any other incentive or preference.
3. If the Lowest Cost Bidder is not a small business, calculate and apply the SB preference amount to eligible bids. Note that for this step, the SB preference

does not include the “non-small businesses contracting at least 25% to a small business” (NS) preference.

4. Rank order the Bids after applying the SB Preference. The Bidder with the lowest Total Cost Bid is ranked number 1 and is the New Lowest Cost Bidder.
5. If the New Lowest Cost Bidder is a small business, exclude all non-small businesses from further evaluation. If there is only one qualified small business, stop! The New Lowest Cost Bidder is selected.
6. Calculate and apply the DVBE Incentive amount for each qualified Bidder. The DVBE incentive will be limited such that the total of all incentives and preferences for a bidder does not exceed $100,000.
7. Calculate and apply NS and economic preferences. Preference amounts will be limited such that the total of all incentives and preferences for a bidder does not exceed $100,000.
8. Rank order the Bids after applying incentives and other preferences. The selected bidder shall be the lowest cost bidder after applying incentives and preferences.

SELECTION

Award of contract, if made, will be in accordance with the IFB information on Evaluation to a responsible bidder whose bid complies with all the requirements of the IFB documents and any addenda thereto, except for such immaterial defects as may be waived by the State. The State reserves the right at any time to reject any or all Bids.

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Appendix A CONTRACT

A. GENERAL INFORMATION

These instructions are provided to explain how State contracts are structured. Because no negotiations or alterations (unless specified otherwise) of the contract are permitted, it is imperative that Bidders follow these instructions carefully in order to be fully responsive, from a contractual aspect, to the IFB.

Volume 2 of your Final Bid submittal must include a completed and signed copy of the State contract. For instructions on what needs to be done to complete the contract for inclusion as Volume 2 of your Bid, carefully read the following Paragraph B, Preparation of Contract.

B. PREPARATION OF CONTRACT

1. Detach this Appendix A, Contract from the IFB. This document will be returned to the State as the final contract language. Do not retype the contract.
2. Complete the electronic copy (pdf) of the Standard Agreement Form (Std. 213) provided by the State in the solicitation documents. This copy will include applicable State information already completed. The Contractor shall complete all Contractor information on line 1 and in the “CONTRACTOR” portion near the bottom of the form. The Master copy of the Standard Agreement (Std. 213) should be printed and signed (reflect the original signature) by the authorized representative of the bidder. Replace page A-3 with the Std 213 in your submission of Appendix A.
3. Do not include any dollar figures and do not fill in any other sections on the Standard Agreement Form. They will be completed by the State at the time of Contract Award.
4. Do not include standard contract language, SOW, Cost information, or Administrative exhibits with Contract Exhibits A-1, A-2, A-3, A-6, and A-7 in the Bidder Response.
5. Make a copy of the contract and retain for your files. This copy will be used during subsequent communications with the State relative to the contract.
6. Make the number of copies of Volume 2 Contract specified in Section 8, Bid format.

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Standard Agreement (Std 213)

For IT Goods an Services Only

New: June 2007

Replace this page with Standard Agreement (Std 213) provided by the State in the solicitation documents.

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Exhibit A-1 General Provisions – Information Technology GSPD-401IT

Revised and Effective: April 12, 2007

View at http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf

ADA Compliant Version: http://www.pd.dgs.ca.gov/modellang/genprovit.htm

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Exhibit A-2 Personal Services Special Provisions – Information Technology

Effective: February 8, 2007

View at:
http://www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial020807.pdf

ADA Compliant Version:
http://www.pd.dgs.ca.gov/modellang/Personal+Services+Special+Provisions+01-21-03.htm

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Exhibit A-3 Statement of Work

a. The specific Statement of Work to be performed by the Contractor is more particularly described in IFB Section 6, Statement of Work Requirements.

b. The specific Staff Qualifications required of the Contractor are more particularly described in IFB Exhibit 6-B, Staff Qualifications.

c. Notwithstanding Exhibit A-1, General Provisions – Information Technology, Paragraph 37, the Contractor agrees that the State will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation and consistent with the provisions of 45 CFR Subtitle A, Section 95.617.

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Exhibit A-4 DCSS Special Provisions

The terms and conditions of this Exhibit A-4 are in addition to those related provisions of Exhibit A-1, General Provisions – Information Technology and Exhibit A-2, Personal Services Special Provisions – Information Technology.

1 Deleted

This paragraph deleted.

2 State's Review of Staffing Levels

At the State's discretion, the staffing levels in all Classifications and for all M&O Tasks are subject to semi-annual reviews. Changes to the staffing levels and the associated time frames will be provided to the Contractor in writing. If the State and the Contractor cannot reach agreement on the timeframes for reallocating, reducing or increasing the staffing levels, then the Contractor is subject to the Dispute Resolution Provisions in Appendix A, Exhibit A-1, General Provisions, Paragraph 41. A staffing review may also be initiated by either the State or the Contractor on an as-needed basis when changes in the scope, schedule, or priorities of contract services warrant such a review. A staffing review may be initiated during the Transition-In period. All proposed staff must complete the Transition-In activities specified in Statement of Work Requirements Section 6.2.2.2, Transition-In Execution and satisfy the Staff Acceptance requirements specified in Section 6.2.2.3 Operational Readiness Assessment prior to being invoiced for work performed. Staff that fail to satisfy the requirements of the State's Operational Readiness Assessment will be removed by the Contractor and the State shall not be liable for any compensation due for services provided by that staff person(s).

3 Replacement Staff

Any replacement staff, should they be required for any reason (e.g., transfer or job change), shall be provided within 60 calendar days of the required position becoming vacant. Complete resumes and Staff Client References in the format specified in Administrative Requirement Section 5.2.8, Resume Format, shall be provided for all staff additions at the time the replacement staff are proposed, and not less than ten (10) State business days prior to the date the Contractor intends the replacement staff to start work. All staff replacements are subject to State approval. All proposed replacement staff must complete the Transition-In activities specified in Statement of Work Requirements Section 6.2.2.2, Transition-In Execution and satisfy the Staff Acceptance requirements specified in Section 6.2.2.3 Operations Readiness Assessment prior to being invoiced for work performed. Staff that fail to satisfy the requirements of the State's Operational Readiness Assessment will be removed by the Contractor and the State shall not be liable for any compensation due for services provided by that staff person(s).

4 Option to Increase or Decrease Staffing Requirements

During the term of the contract, the State may, at its discretion, and with 60-days written notice to the Contractor, alter the staffing profile (the number of labor hours required monthly for each task and classification) to meet the State's needs, within State budget and contract authority. This may be reflected as an increase or decrease in the number of staff in one or more classifications. It may also be reflected as a reduction in the number of hours per full-time staff member in any or all classifications (up to 20%), for instance to correspond to closure of State offices of up to one day per week.

State-directed increases or decreases in Contractor staff may be temporary or may be for the remaining term of the contract as necessitated by changes in the State budget or staffing needs. Should the State require an increase in Staff after a temporary reduction in Staff, the Contractor shall have not less than 60 calendar days to provide the required additional resources in the classifications specified by the State.

Should a reduction in Contractor staff substantially impact the qualifying ratios applicable to staff qualifications established for this procurement, the State may alter the qualifying ratios as needed to ensure retention of Contractor resources with required qualifications (see "Qualifying Ratios" in Exhibit 6-B, Staff Qualifications).

The Contractor's proposed Hourly Rates shall apply to all increases or decreases in labor hours that may be made by contract amendment. All staff additions for any increase in staffing requirements are subject to State approval. All proposed additional staff must complete the Transition-In activities specified in Statement of Work Requirements Section 6.2.2.2, Transition-In Execution and satisfy the Staff Acceptance requirements specified in Section 6.2.2.3 Operational Readiness Assessment prior to being invoiced for work performed. Staff that fail to satisfy the requirements of the State's Operational Readiness Assessment will be removed by the Contractor and the State shall not be liable for any compensation due for services provided by that staff person(s).

5 State Approval Over all Contractor Staffing Assignments

The State will have sole approval authority over all Contractor staffing assignments and adjustments. In addition, the State reserves the right to disapprove the continuing assignment of Contractor or Subcontractor personnel provided to the State under this Agreement. The State will inform the Contractor's Engagement Manager if personnel are to be replaced, along with an explanation as to why the State wishes them replaced. The Contractor shall provide replacement staff for any staff disapproved by the State in accordance with the provisions of Exhibit A-4 DCSS Special Provisions, paragraph 2, Replacement Staff.

6 Reimbursable Travel

Reimbursable Travel is not applicable for this contract.

7 Unanticipated Tasks

The Contractor's proposed rates shall be effective for Unanticipated Tasks described in Exhibit A-2 of this contract.

8 Completion of Transition-In Activities

Notwithstanding any other provisions of this contract, the State will withhold all compensation for services provided by the Contractor until the State unconditionally accepts the Transition-In Completion Report.

9 Term of the Contract

The term of this Contract shall be three (3) years from the date the Contract is executed with three optional two-year extensions. At the State's option, and with six (6) months written notice to the Contractor, the State may unilaterally extend the Contract for two (2) years. The State may exercise this option three (3) times during the course of the Contract for a total of three optional two-year extensions.

10 Cost of Living Rate Adjustment

The parties to this Contract may entertain a rate adjustment to the hourly rate bid in each classification of this Contract at the end of the first optional two-year extension of this Contract. Such a rate adjustment will only be considered by the parties if the Consumer Price Index or other agreed-upon economic gauge has increased or decreased more than 10% overall from the date of the execution of this Contract.

11 Additional Provisions

a. Conflict of Interest

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

b. Contractor's Name Change

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

c. Certification Regarding Lobbying

In accordance with Section 1352, Title 31 of the U.S. Code, for Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of $100,000 in federal funds from DCSS to perform services, by signing this Agreement Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,'' in accordance with its instructions. (http://www.whitehouse.gov/omb/grants/sflllin.pdf)

3. The Contractor shall require that certification language be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Signing this Agreement, and thereby certifying that these requirements will be met, is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. Federal Contract Requirements

1. Equal Employment Opportunity

   Contractor must comply with Executive Order (E.O.) 11246 “Equal Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” to the extent required by applicable federal law.

2. Copeland “Anti-Kickback” Act

   Contractor must comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) to the extent required by applicable federal law.

3. Davis-Bacon Act

   Contractor must comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) to the extent required by applicable federal law.

4. Contract Work Hours and Safety Standards Act

   Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) to the extent required by applicable federal law.

5. Clean Air Act and Federal Water Pollution Control Act

   Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. et. seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. et. seq. to the extend required by applicable federal law.

6. Energy Policy and Conservation Act

Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L.94-163, 89 Stat.871) to the extent required by applicable federal law.

e. Liability Insurance

The Contractor shall provide and maintain in effect for the entire term of the Contract, a general liability insurance policy that is acceptable to the State. The minimum acceptable limit is $1,000,000.00 per occurrence. The State of California, its officers, agents, and employees and servants shall be named as additional insureds on the policy, but only insofar as the operations under the Contract are concerned. Evidence of insurance in the form described herein shall be presented to the Department of General Services (the “DGS”) when a contract pursuant to this IFB is submitted to the DGS for approval.

Additionally, the Contractor’s insurance coverage shall include a provision that will require that the insurer provide thirty (30) days written notice to the State before canceling the insured’s policy.

f. Contract Amendment

Each contract executed as a result of this IFB must be able to be amended by mutual consent of the State and the Contractor.

g. Contract Audits, Records, and Federal Access

The Bidder shall agree that State representatives shall have access to and the right to examine, audit, inspect and copy the records, documents, billings and other items during the contract term and during the four-year period thereafter. These items include records and substantiating data for project invoices, status reports, quality assurance, and schedules and work plans. The State shall pay copy expenses associated with these activities. The State representatives shall be accompanied by Bidder personnel at all times during such examination, inspection, review or audit.

The Bidder will work with any State appointed or retained auditor to provide the information necessary for its independent assessment of Bidder’s compliance with the Agreement. Bidder agrees to make internal records, personnel, project control systems and other support information available on a reasonable basis as requested by such auditor on behalf of the State.

The Bidder shall retain all project documentation during the term of the contract described in Exhibit A-4 of this contract. Upon termination of the contract, all project documentation, including backups, draft documentation, deliverables and any other written or electronic documentation associated with the project, shall be turned over to the State for retention.

Exhibit A-5 Payment Provisions

Upon completion of the foregoing in a satisfactory manner, DCSS agrees to reimburse Contractor for services provided. The total amount of this Agreement shall not exceed the amounts stated for each state fiscal year as stated in Exhibit 7-C, Total Labor Cost and Exhibit 7-D, Maximum Labor Cost for Extension, if exercised.

1 Invoices

Detailed invoices and supporting documents for actual work performed shall include the Agreement Number and be submitted monthly within the first fifteen (15) calendar days following task completion. Each invoice shall contain the names, classifications, and rates for all applicable staff members, the number of hours expended by task by each for the billing period, and the total amount due for the billing period. The Contractor shall include copies of signed timesheets identifying on an hourly basis what specific task was performed in support of labor hours billed. A certification signed by the Contractor's Engagement Manager attesting to the accuracy of the data in the invoice shall accompany the invoice. Invoices shall be reviewed and approved by the DCSS Contract Administrator. Invoices shall be directed to:

DEPARTMENT OF CHILD SUPPORT SERVICES

Attn: Contracts Fiscal Support Section

P. O. BOX 419064, MS-22

RANCHO CORDOVA, CA 95741-9064

Payment of invoices shall be contingent on State acceptance and approval of all contract deliverables completed during the invoice period, including associated Monthly Activity Report.

2 Travel Reimbursement

Reimbursable Travel is not applicable for this contract.

3 DCSS Point Of Contact

Stefanie Carpenter

CCSAS Procurement Office

Department of Child Support Services

P. O. BOX 419064, MS-50

Rancho Cordova, CA 95741-9064

Telephone: (916) 464-6535

Fax: (916) 464-6669

Email: Stefanie.Barbera@dcss.ca.gov

4 State Budget Contingency Clause

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

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the DCSS shall have the option to either: cancel this Agreement with no liability occurring to the DCSS, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

5 For Contract With Federal Funds

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to the DCSS by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

6 DVBE Certification

If, for this agreement, the contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then the contractor must, within 60

days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement), certify in a report to the awarding department: (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; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d))

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC 999.9; Public Contract Code (PCC) 10115.10, or PCC 4110 (applies to public works only).

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Exhibit A-6 Cost Worksheets

a. The specific labor rates per classification and year and resulting annual and maximum contract costs are more particularly described in IFB Section 7, Cost, including all Exhibits.

b. Labor Costs by State Fiscal Year*

* This attachment will be created after award based on the award labor rates and the actual contract start date.

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Exhibit A-7 Administrative Exhibits

a. Bidder Declaration (GSPD 05-105)
b. Staffing Plan

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Appendix B GLOSSARY OF TERMS

Terms not otherwise defined in this Appendix B or elsewhere in the IFB shall have the meanings as set forth in the IT General Provisions (Appendix A, Exhibit A-3)

TERM	DEFINITION
Administration for Children and Families (ACF)	The federal agency which administers the child support program nationally. ACF is a division in the Department of Health and Human Services (DHHS) that houses the Office of Child Support Enforcement (OCSE).
Administrative Requirements	Requirements that pertain to doing business with the State of California or the federal government; e.g., compliance with the Americans with Disabilities Act. Administrative Requirements in the CSE M&O Services IFB pertain to the submission of responsive bids.
Americans with Disabilities Act (ADA)	Americans with Disabilities Act – To meet and carry out compliance with the non-discrimination requirements of Title II of the American with Disabilities Act (ADA), it is the policy of the Procurement Division (within DGS) to make every effort to ensure that its programs, activities, employment opportunities, and services are available to all persons, including persons with disabilities.
Application	A computer program or a set of programs that accomplish a business function or task. The CSE application is the set of batch and on-line programs that run on the CSE host used to perform child support program functions.
Application Servers	Servers that are required to deliver application functionality. All servers that process application transactions, function as application gateways, or provide for software distribution and restoration fit into this server category.
Architecture	The organizational structure of a system or component. Ref. IEEE-610.12-1990.
Authentication	The process of proving that an individual is who they claim to be. Authentication is a measure used to verify the identity of an individual and the availability of that person to access certain information.
Authorization	The granting of privileges to an individual, a program, or a process. The process of determining whether a user is allowed access to a data resource.
Availability	The degree to which a system or component is operational and accessible when required for use and often expressed as a probability.
Backup	A system, component, or file available to replace or help restore a primary item in the event of a failure or externally caused disaster; copying of data to a medium from which the data can be restored if the original is destroyed or compromised.
Batch Job	A non-interactive, sequential set of stored programs, operating system commands, and data run on a scheduled or as-needed basis, with one program or processing step being completed before the next is started.

TERM	DEFINITION
Batch Processing	The execution of one or more batch files or jobs. Batch processing also refers to the process of storing transactions for a period of time before they are posted to a master file.
Best Value Evaluation	The evaluation process that seeks to identify the best value solution to the State rather than only the lowest cost solution. This is achieved through an objective method that critically reviews and competitively scores proposed solutions based upon the merits of; e.g., quality of solution; risk of implementing the new technology and work processes; and net benefit produced.
Bid	An offer, made in response to a solicitation to perform a contract for work and labor or to supply goods at a specified price, whether or not it is considered a "sealed bid" or results in award of a contract to a single or non-competitively bid contract.
Bidder	The term for a business entity that has submitted a "Letter of Intent to Bid" to the IFB or submits a bid to the State in response to a solicitation.
Budgeted Cost	Planned costs of accomplishing work over a given time period. In this IFB budgeted cost refers to the amount specified in the State budget for activities related to CSE M&O Services.
Business Partner (BP)	The firm awarded CCSAS Child Support Enforcement (CSE) contract. The CCSAS CSE Business Partner is an alliance led by IBM Global Services and including Accenture and Aerical Management Services (AMS)/Synergy.
California (CA)	Standard abbreviation for the State of California
California Central Registry (CCR)	The California Central Registry within the State Department of Justice is an office which operates as a clearinghouse for incoming interstate child support cases.
California Child Support Automation System (CCSAS)	Term defining the automated statewide child support system that must be operated in all counties and includes the Statewide Disbursement Unit (SDU), the Child Support Enforcement (CSE) System, along with other necessary databases and interfaces.
California Department of Child Support Services (DCSS)	The state department within the California Health and Human Services Agency created by legislation to administer the child support program in California. The department, (formerly known as the Office of Child Support) was separated from the California Department of Social Services, January 1, 2000. DCSS is designated as the state agency responsible for all child support enforcement in California.
California Health and Human Services Agency (CHHSA)	The California State agency responsible for administering state and federal programs for health care, social services, public assistance, job training and rehabilitation.
California Law Enforcement Telecommunications System (CLETS)	A Department of Justice computer system that accesses various data sources to obtain criminal history and other information about an individual.
California Parent Locator Service (CPLS)	The organization that provides locate services by obtaining information from sources such as the Federal Parent Locator Service, Department of Justice Criminal History records, the Department of Motor Vehicles, the Employment Development Department, the Franchise Tax Board and the Property Tax Exemption File.

TERM	DEFINITION
Case	1) A noncustodial parent, whether mother, father, or alleged father, a custodial party, and a dependent child or children. The custodial party may be one of child's parents, or other realative or caretaker including a foster parent. If both parents are absent and liable or potentially liable for the support of the child(ren), each parent is considered a separate case. 2) A collection of members associated with a particular child support order, court hearing, and/or request for IV-D services. Every child support case has a unique case identification (ID) number and, in addition to names and identifying information about its members, includes information such as custodial party and non-custodial parent wage data, court order details, and non-custodial parent payment history.
Case Record	An occurrence of a computer record of a child support case.
Case Worker	Person responsible for the management of IV-D case activities. Case workers are the primary users of the CSE system.
Change Control	A process that integrates management control of proposed system changes and their resultant impact on cost, schedule and performance.
Change Management	The process of preparing staff and customers for impending changes to systems and services. Sometimes referred to as Business Process Reengineering.
Change Request (CR)	The formal, written request submitted by any stakeholder to modify, revise, add to, or remove from the system configured baseline. Reasons for change requests include: • System enhancements mandated by Federal or State Legislation • Adaptive changes necessary to respond to a changing external environment, such as external interfaces or the evolution of supporting products (hardware, software, etc.) over time • Perfective changes necessary to improve application performance and usability, such as implementing process and efficiency improvements Change requests are managed by the CCSAS Change Control Board (CCB) in accordance with the Change Request Management Proces, which is governed by the Change Request Management Plan.
Child Support (CS)	The legal obligation of parents to provide financial support for their minor children, enforceable in both civil and criminal contexts. Child support can be entered into voluntarily or ordered by a court or properly empowered administrative agency. Child support includes medical support and interest on delinquent child support obligations.
Child Support Enforcement (CSE)	Used to refer to a wide variety of child support program elements.
Child Support Enforcement Network (CSENet)	State-to-state telecommunications network, which transfers detailed information between a state's automated child support enforcement systems.
Child Support Enforcement Network (CSENet)	State-to-state telecommunications network, which transfers detailed information between a state's automated child support enforcement systems.

TERM	DEFINITION
Child Support Program (CSP)	The program administered by the Department of Child Support Services, in cooperation with Local Child Support Agencies to locate parents, establish, enforce and modify child support orders, and collect and distribute child support.
Classification	The process by which information is identified as to its level of sensitivity and importance to the department.
Code of Federal Regulations (CFR)	45 CFR part 307, Computerized Supporrt Enforcement Systems specifies federal regulations for CSE systems, including CASES.
Collection(s)	Child Support payments received by the State Disbursement Unit (SDU) or Local Child Support Agency (LCSA), or the Franchise Tax Board (FTB). The amount of support payment received from a non-custodial parent, or other person, agency or employer on behalf of an obligor who is ordered by the court to pay support on behalf of the children, spouse or family.
Component	A part of the system, e.g., a computer program, computer network, processor, communications equipment, sub-system, etc.
Confidential Information	Information maintained by State agencies that is exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or other applicable State or Federal Laws.
Configuration	The arrangement of a computer system or component as defined by the number, nature, and interconnections of its constituent parts. Ref. IEEE-610.12-1990
Configuration Management	A discipline applying technical and administrative direction and surveillance to identify and document the functional and physical characteristics of a configuration item, control changes to those characteristics, record and report change processing and implementation status, and verify compliance with specified requirements. Ref. IEEE-610.12-1990
Consortium	Group of LCSAs utilizing a common CSE System for automation of their Child Support Program activities. California has six (6) CSE consortia. Sometimes refers to the organization managing and performing maintenance and operation of the consortium's CSE system.
Contract Deliverable	A deliverable that must be submitted by the Contractor and requires formal State acceptance.
Contractor	The business entity (an individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statue) with whom the State enters into a contract. Contractor shall be synonymous with "supplier," "vendor," or other similar term. In this IFB, Contractor refers to the selected business entity awarded a contract for CSE M&O Services.
Conversion	Modification of existing data to enable it to operate with similar functional capability in a different environment; for example, converting data from one child support enforcement system to another. Ref. IEEE-610.12-1990
Custodial Party	The party having primary physical custody of the child or children. May be a parent, relative, or other caretaker including foster parent or group home.

TERM	DEFINITION
Customer	A recipient of Child Support Enforcement (CSE) services. Refers to a person in the public at large.
Data Dictionary	A repository of information about data and system objects, including definition, relationship to other data, origin, usage, and format. For the CSE System, it is a catalog of data and programs residing in an IDMS region.
Data Element	The individual data component.
Data Integrity	The condition in which information or programs are preserved for their intended purpose; including the accuracy and completeness of information, systems and the data maintained within those systems.
Data Management	The management of data as a business asset. Data management is responsible for cataloging, organizing, locating, storing, maintaining, and retrieving data. Tasks include database planning, application of existing 'enterprise' database standards, specification or development and maintenance of such standards, development and maintenance of policies and procedures necessary to support data management as well as conceptual and logical database design.
Data Model	Any specification or representation of the data structures, data definitions, and business rules required to describe and/or support a business area.
Data Validation	The process by which individual and related fields are edited for accuracy.
Database	A shared collection of logically related data (and a description of this data), designed to meet the information needs of an organization.
Database Management System (DBMS)	A software system used to define, create, and maintain a database and provide controlled access to one or more databases used by one or many users.
Database Security	The protection of the database or databases against intentional or unintentional threats using computer-based or non-computer-based controls.
Deliverable	Any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project. Often used more narrowly in reference to contract deliverable, which is subject to approval by the State.
Department of Child Support Services (DCSS)	The department designated as the single state department responsible for operating the Child Support Enforcement (CSE) Program.
Department of Finance (DOF)	DOF is a control agencie that will have approval authority over the CSE M&O contract.
Department of Justice (DOJ)	DOJ maintains the CPLS, CLETS, and CCR systems to which CSE either directly or indirectly interface.
Department of Motor Vehicles (DMV)	CSE interfaces with the DMV for access to driver’s license and vehicle information.
Design	1) The process of defining the architecture, components, interfaces, and other characteristics of a system or component. Ref. IEEE-610.12-1990 2) The result of the process in 1). Ref. IEEE-610.12-1990
Desktop	A personal computer and its installed software. Term is used interchangeably with workstation.

TERM	DEFINITION
Disaster	A condition in which an information asset is unavailable, as a result of a natural or man-made occurrence, that is of sufficient duration to cause significant disruption in the accomplishment of agency program objectives, determined by agency management.
Disaster Recovery	The term used to describe procedures that provide a plan for duplicating computer operations after a catastrophe occurs, such as a fire or earthquake. It includes routine off-site backup as well as a procedure for activating necessary information systems in a new location.
Disaster Recovery Plan	A documented and tested plan for responding to an emergency. Also known as: the Business Continuity Plan, Business Contingency Plan, or Operational Recovery Plan.
Disbursement	The dispensing or paying out of collected child support. The process of identifying payees and preparing warrants for submission to those payees.
Distribution	The application of monies to specific accounts to determine the appropriate disbursement of monies. Applying monies to specific debt types within a case via the approved Department of Child Support Services algorithm, after initial allocation (multiple case scenarios only) has been performed.
Documentation	A collection of documents on a given subject, or any written or pictorial information describing, defining, specifying, reporting, or certifying activities, requirements, procedures, or results. Ref. IEEE-610.12-1990
Documentation Management	The management of documents, including identification, acquisition, processing, storage, and dissemination.
Duration	The number of work periods (not including holidays or other nonworking periods) required to complete an activity or other project element.
Employment Development Department (EDD)	EDD maintains employment data accessed by CSE through an external interface.
End-to-End Response Time	Length of time a system takes to react to a given input. If the message is keyed into any terminal on the network by an operator, and the reply from the computer, when it comes, is typed at the same terminal, response time may be defined as the time interval between the operator pressing the last key and the terminal typing the first letter of the reply.
End-Users	The individual or groups who will use the system for its intended operational use when it is deployed in its environment. CSE end-users are generally LCSA IV-D Case Workers.
Enforcement	The application of remedies to obtain payment of a child, spousal, or medical support obligation contained in a child and/or spousal support order.
Enhancement	A system change that adds or significantly alters functionality of an information system.
Estimate	An assessment of the likely quantitative result. Usually applied to project costs and durations and should always include some indication of accuracy. Usually used with a modifier (e.g., preliminary, conceptual, feasibility). Some application areas have specific modifiers that imply particular accuracy ranges (e.g., order-of-magnitude estimate, budget estimate, and definitive estimate in engineering and construction projects).

TERM	DEFINITION
Evaluation Team	The staff responsible for evaluating bids submitted by Bidders in response to this IFB.
External Client Reference	For the purposes of determining if a client reference is external to the staff member's organization, "organization" may be interpreted broadly, for example, as a public entity, a company, or as a distinct organizational unit within a company or entity, as in "IT organization". Consequently, a project executed by an IT organization in a company where the customer or client is a separate business unit of the company would be considered "external" to the IT organization and the client reference should be from the business unit.
External Interfaces	Outside sources that share information with the CSE System.
Federal Case Registry (FCR)	A national database of information on individuals in all IV-D cases, and all non IV-D orders entered or modified on or after October 1, 1998. The FCR receives this case information on a daily basis from the State Case Registry (SCR) located in every state, proactively matches it with previous submissions to the FCR and with employment information contained in the National Directory of New Hires (NDNH). Any successful matches are returned to the appropriate state(s) for processing. The FCR and the NDNH are both part of the expanded FPLS, which is maintained by OCSE.
Federal Fiscal Year (FFY)	The federal fiscal year runs from October 1 through September 30.
Federal Parent Locator Service (FPLS)	A computerized national location network operated by the Federal Office of Child Support Enforcement (OCSE) of the Administration for Children and Families (ACF), within the Department of Health and Human Services (DHHS). FPLS obtains address and employer information, as well as data on child support cases in every state, compares them and returns matches to the appropriate states. This helps state and local child support enforcement agencies locate non-custodial parents and putative fathers for the purposes of establishing custody and visitation rights, establishing and enforcing child support obligations, and investigating parental kidnapping, and processing adoption or foster care cases. The expanded FPLS includes the Federal Case Registry (FCR) and the National Directory of New Hires (NDNH).
Financial Institutions Data Match (FIDM)	A process to match non-custodial parents against the state's financial institutions to verify any assets (such as bank account balances) that may be seized to pay support delinquencies.
Franchise Tax Board (FTB)	The State of California income taxing authority. Formerly designated as the Project Agent for the CCSAS Project.
FSA 88	Family Support Act of 1988. Defines requirements for all statewide CSE systems.
Hardware	Physical equipment used to process, store, or transmit computer programs or data. Ref. IEEE-610.12-1990
Help Desk	A source of technical support for hardware or software questions, problems, and services.
HHSDC	Health and Human Services Data Center – Now the Office of Technology Services (OTech). OTech will host the CSE system and provides statewide wide area network connectivity for the Child Support Program.

TERM	DEFINITION
Implementation	Phase in the software lifecycle that includes all activities related to the preparation, installation, and operation of new hardware, system software, databases, and application programs. For this IFB, implementation refers to the transition-in period and the Contractor's responsibility to implement their supporting infrastructure. Implementation also refers activities associated with preparing converting LCSAs to use the CASES or CCSAS CSE systems.
Informational System	The system or systems designed to support business analysis using accumulated amounts of the organization's operational data.
Infrastructure	The fundamental structure of the system. This structure is composed of the physical facilities used to transmit, store, process, and display voice, data, and images and includes an interconnection of computers and telecommunication networks, services and applications.
Institute of Electrical and Electronics Engineers (IEEE)	Standards body for information technology-related processes for software development, maintenance, and operations.
Integrated Data Base (IDB)	Mainframe application used by DCSS to support Child Support Intercept activities. CSE interfaces to this application for locate data.
Interface	A shared boundary across which information is passed.
ISAWS	Interim Statewide Automated Welfare System. One of three public assistance (IV-A) systems used in California to which CSE interfaces.
IV-A	Refers to the entitlement program authorized under Title IV-A of the Social Security Act covering the Federal-State Public Assistance Program.
IV-D	Refers to Part D of Title IV of the Social Security Act, which requires that each state create programs to locate non-custodial parents, establish paternity, establish and enforce child support obligations, and collect and distribute support payments. Title IV-D also established the Federal Office of Child Support Enforcement.
IVR/VRU	Integrated (Interactive) Voice Response/Voice Response Unit – automated information system used to answer customer telephone calls and either direct callers to appropriate customer support specialists and/or provide specific customer child support information to the customer.
Invitation for Bid (IFB)	This solicitation for CSE M&O Services.
Letter of Intent to Bid	Required notice from a potential bidder indicating that it: (1) plans to submit a bid for the CSE M&O Services procurement and has no problems with the IFB requirements; (2) intends to submit a bid, but has one or more problems with the IFB requirements for reasons stated in its response; (3) does not intend to submit a bid for reasons stated in its response, and has no problem with the IFB requirements; or (4) does not intend to submit a bid because of one or more problems with the IFB requirements for reasons stated in its response.
Local Area Network (LAN)	A computer network that spans a relatively small area. Most LANs are confined to a single building or group of buildings. However, one LAN can be connected to other LANs over any distance via telephone lines and radio waves. A system of LANs connected in this way is called a wide area network (WAN).

TERM	DEFINITION
Local Child Support Agency (LCSA)	The county Department of Child Support Services with which the state Department of Child Support Services has entered into a cooperative agreement to secure child/spousal support, medical support, and to determine paternity. The Local Child Support Agency is separate and independent from any other county department. 11 of 58 Counties are consolidated into 5 LCSAs, resulting in a total of 52 LCSAs.
M&O	Maintenance and Operations – phase in an information system whereby the system is in full operation by its users and changes are limited to those necessary to correct defects, adapt to a changing environment, perfect system performance or usability, or add features and functions to meet new business requirements not included in the original design.
Maintainability	1) The ease with which a software, system or component can be modified to correct faults, improve performance or other attributes, or adapt to a changed environment. REF. IEEE-610.12-1990 2) The ease with which a hardware system or component can be retained in, or restored to, a state in which it can perform its required functions. Ref. IEEE-610.12-1990
Maintenance	1) The process of modifying a software system or component after delivery to correct faults, improve performance, or adapt to a changed environment. Ref. IEEE-610.12-1990 2) The process of retaining a hardware system or component in, or restoring it to a state in which it can perform its required functions. Ref. IEEE-610.12-1990
Material Deviation	A deviation from a requirement is material if the deficient response is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over other bidders or has a potentially significant effect on the delivery, quantity or quality of items bid, amount paid to the bidder or on the cost to the State. Material deviations of mandatory requirements cannot be waived by the State and the bid must be rejected.
Metrics	A quantitative measure of the degree to which a system, component, or process possesses a given attribute. Ref. IEEE-610.12-1990.
Network	A communication system that allows a number of systems and devices to communicate with each other.
Network Management	The execution of the set of functions required for controlling, planning, allocating, deploying, coordinating, and monitoring the resources of a computer network including performing functions such as initial network planning, frequency allocation, predetermined traffic routing to support load balancing, cryptographic key distribution authorization, configuration management, fault management, security management, performance management, and accounting management. Network management does not include user terminal equipment.
New Employee Registry (NER)	The California Employee Development Department (EDD) program for collecting new employee information from employers and compiling it for the state's Child Support Enforcement Program. NER is California's State Directory of New Hires (SDNH). CSE interfaces with NER via the California Parent Locator Service (CPLS).

TERM	DEFINITION
New Hire Reporting Program	Program that requires that all employers report newly hired employees to the State Directory of New Hires (SDNH) in their State. Within 10 days of reporting to work this data is then submitted to the National Directory of New Hires (NDNH), where it is compared against child support order information contained in the Federal Case Registry (FCR) for possible enforcement of child support obligations by wage garnishment. Some data is also made available to states to find new hires that have been receiving unemployment or other benefits for which they may no longer be eligible, helping states to reduce waste and fraud. See also: New Employee Registry (NER).
Non Custodial Parent	The legal parent (natural, adoptive or by legal ruling) who does not have primary care, custody, or control of the child and has a legal obligation to provide support.
Non IV-A Case	A child support case in which the custodial parent has requested IV-D services but is not receiving Temporary Assistance to Needy Families (TANF)/California Work Opportunity and Responsibility to Kids (CalWORKS). Also known as a Non-TANF case, non-welfare case, non CalWORKS case.
Non IV-D Case	A child support case not enforced by a child support IV-D office.
Non IV-D Orders	A child support order in which the custodial parent has not received Temporary Assistance to Needy Families (TANF)/California Work Opportunity and Responsibility to Kids (CalWORKS), and neither parent has requested child support enforcement services from a child support enforcement agency.
Office of Child Support Enforcement (OCSE)	The Federal organization responsible for the administration of the child support program. Created by Title IV-D of the Social Security Act in 1975, OCSE is responsible for the development of child support policy; oversight, evaluation, and audits of state child support enforcement programs; and providing technical assistance and training to the state programs. OCSE operates the Federal Parent Locator Service, which includes the National Directory of New Hires (NDNH) and the Federal Case Registry (FCR). OCSE is part of the Administration for Children and Families (ACF), which is within the Department of Health and Human Services (DHHS).
Operational System	The system or systems containing data that an organization requires for performing day-to-day business operations.
Operations	The period of time in the system life cycle during which a software product is employed in its operational environment and monitored for satisfactory performance.
Operations Management	Encompasses the coordination of system and network resources throughout the enterprise for the purpose of providing reliable availability for mission critical systems. It includes job scheduling to coordinate jobs and processes in the distributed environment, fault/event management, configuration management, backup and recovery and automated software distribution.
Performance	The degree to which a system or component accomplishes its designated functions within given constraints, such as speed, accuracy, or memory usage.
Performance Monitoring	In the context of information systems, involves monitoring system performance factors, such as throughput and response time against established thresholds.

TERM	DEFINITION
Performance Tuning	Tuning applies planned system modifications in order to improve performance. Performance affects how fast and/or how much data is processed.
Personal Computers (PC)	For the purposes of this document, personal computers include programmable information processing devices known as PCs, microcomputers, laptops, desktop computers, workstations, word processors, etc. It does not include calculators with memory capability.
Personal Responsibility and Work Opportunity Reconciliation Act of 1996	Welfare reform legislation that provides a number of requirements for employers, public licensing agencies, and financial institutions, as well as state and federal child support agencies, to assist in locating non-custodial parents and establishing enforcement and collection, and child support. It amended the Social Security Act to increase federal automation requirements requiring all states to establish and operate a State Disbursement Unit and a State Case Registry, the New Hire Reporting program and the State and Federal Case Registries.
Physical Security	The protection of information processing equipment from damage, destruction or theft; information processing facilities from damage, destruction or unauthorized entry; and personnel from potentially harmful situations.
Policy	High-level statement of the department's beliefs, goals, objectives, and the general means for their attainment for a specified subject area.
Pre-statewide Interim Systems Management (PRISM) Project	Project managed by Department of Child Support Services (DCSS) responsible for administration and oversight of the interim child support enforcement systems (such as CASES) pending the development and implementation of the single statewide CSE system. Activities include technical oversight of maintenance and operations of county legacy and consortia systems; assisting transition from county legacy systems to interim systems; and establishing and maintaining an interim Federal Case Registry (FCR) interface.
Privacy	The right of individuals and organizations to control the collection, storage, and dissemination of information about themselves.
Procedure	A course of action to be taken to perform a given task.
Process	A sequence of steps performed for a given task.
Programming	The designing, writing, testing, debugging and documenting of computer programs employing a procedural programming language or other computer language which typically requires trained technical personnel to use.
Proprietary Information	Computer programs, files, and data owned by a company or government agency. These programs need protection from disclosure by unauthorized persons.
Public Information	Any information prepared, owned, used, or retained by a state agency and not specifically exempted from the disclosure requirements of the California Public Records Act (Government Code Section 6250-6265) or other applicable state or federal laws.

TERM	DEFINITION
Quality Assurance (QA)	A planned and systematic pattern of all actions necessary to provide adequate confidence that an item or product conforms to established technical requirements. Ref. IEEE-610.12-1990 2) A set of activities designed to evaluate the process by which products are developed or manufactured. Ref. IEEE-610.12-1990
Quality Assurance Testing	Testing conducted to determine whether a system or component meets quality standards. CSE Quality Assurance Testing provides an independent, integrated test of the CSE applicaiton prior to User Acceptance Testing by the CSE Consortium and LCSAs.
Quality Control (QC)	A set of activities designed to evaluate the quality of developed or manufactured products.Ref. IEEE-610.12-1990 2) The process of verifying one's own work. Ref. IEEE-610.12-1990
Quality Metrics	A quantitative measure of the degree to which an item or process possesses a given quality or attribute.
Recovery	The restoration of a system, program, database, or other system resource to a state in which it can perform required functions. Ref. IEEE-610.12-1990
Requirement	A condition or capability that must be met or possessed by a system or system component to satisfy a contract, standard, specification, or other formally imposed documents. Ref. IEEE-610.12-1990
Responsive and Responsible Bidder	A bidder who is responsible and submits a responsive bid is one who clearly indicates compliance without material deviation from the solicitation's terms and conditions and who possesses the experience, facilities, reputation, financial resources, and other factors existing at the time of contract award.
Review	A process or meeting during which a work product, or a set of work products, is presented to project personnel, managers, users, customers, or other interested parties for comment or approval.
Risk Management	The art and science of identifying, analyzing, and responding to risk factors throughout the life cycle of a project and in the best interest of its objectives.
Scalability	Capability of increasing the computing capacity of a computer system and the system's ability to process more operations or transaction in a given period.
Security	Protection of information and information systems from unauthorized access.
Sensitive Information	Information maintained by state agencies that requires special precautions to protect it from unauthorized modification, or deletion (see SAM Section 4841.3). Sensitive information may be either public or confidential (as defined above).
Service Delivery Management Plan	Plan of activities necessary to ensure all CSE M&O Services tasks are executed in such a manner as to fulfill the Statement of Work.
Site (site-specific)	A specific location where CSE workstations are permanently installed and child support services are provided.
Software	Computer programs, procedures, and possibly associated documentation and data pertaining to the operation of a computer system.

TERM	DEFINITION
Software Development Environment	Software development and maintenance tools, transaction processing systems and database management systems whereby computer programs are created, edited and tested.
Solicitation	The process, by whatever name known or in whatever format used, of notifying prospective bidders that the State wishes to receive bids for furnishing goods or services.
Specification	A document that specifies, in a complete, precise, verifiable manner, the requirements, designing, behavior, or other characteristics of a system or component, and, often the procedures for determining whether these provisions have been satisfied.
Stakeholders	Individuals and organizations who are involved in or may be affected by CSE M&O Services activities.
Standard(s)	Mandatory requirements employed and enforced to prescribe a disciplined uniform approach to software development, that is, mandatory conventions and practices are in fact standards.
STAR/KIDS	Support Through Automated Resources Keeping Integrated Data on System – STAR/KIDS is one of six Consortium-operated Child Support Enforcement (CSE) Systems; Riverside County is the lead for STAR/KIDS. All four STAR/KIDS counties will convert to CASES in SFY 2004/05.
State Administrative Manual (SAM)	The SAM, maintained by the Department of Finance, establishes policies and procedures for management and procurement of information technology.
State Case Registry (SCR)	A database maintained by each state that contains information on individuals in all IV-D cases and all non IV-D orders established or modified after October 1, 1998. Among the data included in the SCR is the state's numerical Federal Information Processing Standard (FIPS) code, the state's identification number (which must be unique to the case), the case type (IV-D vs. non IV-D), locate information on persons listed in the case, in addition to other information. Information submitted to the SCR is transmitted to the Federal Case Registry (FCR), where it is compared to cases submitted to the FCR by other states, as well as the employment data in the National Directory of New Hires (NDNH). Any matches found are returned to the appropriate states for processing. See also: Federal Case Registry. The CSE System incorporates all required SCR functionality.
State Disbursement Unit (SDU)	The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) added a title IV-D State plan requirement under which the State plan must provide that, on or after October 1, 1998, the State agency will operate a State disbursement unit (SDU) in accordance with Section 454B of the Act. Under Section 454B, the State disbursement unit must collect and disburse payment under support orders in all IV-D cases, and in non IV-D cases in which the support order is initially issued in the State on or after January 1, 1994, and in which the income of the non-custodial parent is subject to withholding.
State Fiscal Year (SFY)	California's state fiscal year runs from July 1 through June 30. The California budget and many state contracts are aligned with the state fiscal year.

TERM	DEFINITION
State Licensing Match System (SLMS)	An obsolete California State information system for sharing child support information with State Licensing boards. All SLMS functionality has been incorporated into the CSE System.
State Parent Locator Services (SPLS)	A unit within the State Child Support Enforcement Agencies whose purpose is to locate non-custodial parents in order to establish and enforce child support obligations, visitation, and custody orders or to establish paternity.
Statement of Work (SOW)	Defines contractually required services or products, or constraints on those services of products.
Subject Matter Expert (SME)	A person with child support domain expertise relied on for their knowledge of business practices.
Sub-System	A Major functional area of a system.
System	(1) A collection of components organized to accomplish a specific function or set of functions. The CSE System represents a set of unique physical hardware, software, network, and data components. (2) A collection of people, processes, and things that together accomplish a set of goals or objectives. In this regard the CSE system includes the automated system, plus the case workers, support staff, and related technical and business processes and procedures that result in delivery of CSP services to the public.
System Integration Test	Testing in which software and hardware components are combined and tested to evaluate the interaction between them.
System Life Cycle	The period of time that begins when a system is conceived and ends when the system is no longer available for use.
System Management	The management of resources necessary to operate the CSE System, as a whole within constraints such as warranty support and on site service needs.
System Performance	The degree to which a system or component accomplishes its designated functions within given constraints.
System Qualification Testing	Tests conducted on system components to determine whether a system, components, or subcomponents is suitable for operational use. Ref. IEEE-612.12-1990.
Task	The smallest unit of work subject to management accountability. A task is a well-defined work assignment for one or more project members. The specification of work to be accomplished in completing a task is documented in a work package.
Technical Requirement	Any requirement not directly traceable to a business process but which is a required attribute of the system.
Test	An activity in which a system or component is executed under specified conditions, the results are observed or recorded, and an evaluation is made of some aspect of the system and/or component. Ref. IEEE-610.12.1990.
Test Plan	A document that describes the scope, approach, resources, and schedule of intended test activities. Ref. IEEE-610.12.1990.
Total Bid Price	Used primarily in Section 5 to refer to the total bid amount for all services over the maximum period of performance of CSE M&O Services, including both base and option years. Total Bid Price and Total Cost Bid are synonymous.

Total Cost Bid	Used only in Section 9.6, Cost Evaluation to refer to the total bid amount for all services over the maximum period of performance of CSE M&O Services, including both base and option years. Total Cost Bid and Total Bid Price are synonymous. For cost evaluation purposes, the Total Cost Bid will be the sum of the Bidder's Total Labor Cost (Exhibit 7-C) and Maximum Labor Cost for Extensions (Exhibit 7-D).
Transaction	A group of database operations combined into a logical unit of work that is either performed in its entirety or it is not performed at all.
Transition-In	The change from the current CSE Business Partner contract to the contract resulting from this procurement.
Unit Test	Testing of individual hardware or software units or groups of related units.
User	An individual that has been granted access to a system or information. For CSE, user or end-user represents the LCSA staff that utilize the CSE application to perform their day-to-day work.
User Interface	An interface that enables information to be passed or an interaction between an individual and hardware or software components of a computer system. CSE uses terminal emulation software for its user interface.
Vendor	A general term for a business entity, offeror, bidder, supplier or contractor. "Vendor" is not generally used in this IFB. See "Bidder" and "Contractor."
Version	An initial release or re-release of a computer software configuration item, associated with a complete compilation or recompilation of the computer software configuration item.
Volume	One of four units of information submitted as Draft and Final Bids in response to this IFB.
Work Product	Any tangible item that results from a project function, activity, or task.
Workstation	A personal computer and its installed software. Term is used interchangeably with desktop.

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Table 5-1 Initial Staff Levels

Initial Staff Levels by Position	1 Contract Management	2 Knowledge Management Services	3 System Operations Services	4 Application Maintenance Services	5 IT Services	Total
Application Architect				1.0		**1.0**
System Architect			1.0			**1.0**
Database Architect			1.0			**1.0**
Application Developer III				6.0		**6.0**
Application Developer II						
Application Test Analyst III				5.0		**5.0**
Application Test Analyst II						
Database Administrator III			3.0			**3.0**
Database Administrator II						
System Software Specialist III			8.0			**8.0**
System Software Specialist II						
System Administrator II						
System Administrator I						
Operations Specialist II						
			13.0	**12.0**		**25.0**

Table 5-3. Average Staff Levels by Year and Position *Optional Years*

Position	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Application Architect	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
System Architect	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Database Architect	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Application Developer III	13.0	13.0	13.0	13.0	13.0	13.0	13.0	13.0	13.0
Application Developer II	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0
Application Test Analyst III	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Application Test Analyst II	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Database Administrator III	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Database Administrator II	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
System Software Specialist III	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
System Software Specialist II	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
System Administrator II	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
System Administrator I	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
Operations Specialist II	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
	100.0	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**

Table 6-1 Staff Levels by Phase

Initial Staff Levels by Position	Phase 1	Phase 2	Phase 3	Phase 4	Total
Application Architect	1.0				1.0
System Architect	1.0				1.0
Database Architect	1.0				1.0
Application Developer III	6.0	1.0	3.0	3.0	13.0
Application Developer II		7.0	7.0	9.0	23.0
Application Test Analyst III	5.0				5.0
Application Test Analyst II		2.0	2.0	1.0	5.0
Database Administrator III	3.0				3.0
Database Administrator II		1.0	1.0	1.0	3.0
System Software Specialist III	8.0				8.0
System Software Specialist II		4.0	4.0	4.0	12.0
System Administrator II		4.0	3.0	3.0	10.0
System Administrator I		3.0	2.0	2.0	7.0
Operations Specialist II		3.0	3.0	2.0	8.0
	25.0	**25.0**	**25.0**	**25.0**	**100.0**

Table 6-2 Total Staff Levels

Total Staff Levels by Position	1 Contract Management	2 Knowledge Management Services	3 System Operations Services	4 Application Maintenance Services	5 IT Services	Total
Application Architect				1.0		**1.0**
System Architect			1.0			**1.0**
Database Architect			1.0			**1.0**
Application Developer III				13.0		**13.0**
Application Developer II			2.0	21.0		**23.0**
Application Test Analyst III				5.0		**5.0**
Application Test Analyst II				5.0		**5.0**
Database Administrator III			3.0			**3.0**
Database Administrator II			3.0			**3.0**
System Software Specialist III			8.0			**8.0**
System Software Specialist II			12.0			**12.0**
System Administrator II					10.0	**10.0**
System Administrator I					7.0	**7.0**
Operations Specialist II			8.0			**8.0**
			38.0	**45.0**	**17.0**	**100.0**

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7-A Classifications and Rates

Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Application Architect									
System Architect									
Database Architect									
Application Developer III									
Application Developer II									
Application Test Analyst III									
Application Test Analyst II									
Database Administrator III									
Database Administrator II									
System Software Specialist III									
System Software Specialist II									
System Administrator II									
System Administrator I									
Operations Specialist II									

-- Do not paste any data below this line into the Bid.

Annual Cost									
Cost Cap	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000

Instructions:
1. For each classification above, enter the rate per hour for each contract year in dollars and cents (no more than two decimal places).
2. See Exhibit 7-B for the specified number of hours by classificaiton, month, and year.
3. The total cost for each task is shown on Exhibit 7-C.
4. For convenience, the table above is designed to calculate subsequent years using an annual "RateInflation" variable set on the Parameters tab of this workbook.

This table calculates COLA backwards from year 9.

Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Application Architect									
System Architect									
Database Architect									
Application Developer III									
Application Developer II									
Application Test Analyst III									
Application Test Analyst II									
Database Administrator III									
Database Administrator II									
System Software Specialist III									
System Software Specialist II									
System Administrator II									
System Administrator I									
Operations Specialist II									

Annual Cost									

Cost Cap	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000

Hours *Base years* *Optional years*

3 System Operations	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect												
System Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Database Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Application Developer III												
Application Developer II	3,840	3,840	3,840	**11,520**	3,840	3,840	3,840	3,840	3,840	3,840	**23,040**	**34,560**
Application Test Analyst III												
Application Test Analyst II												
Database Administrator III	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
Database Administrator II	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
System Software Specialist III	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
System Software Specialist II	23,040	23,040	23,040	**69,120**	23,040	23,040	23,040	23,040	23,040	23,040	**138,240**	**207,360**
System Administrator II												
System Administrator I												
Operations Specialist II	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
Total Hours	**72,960**	**72,960**	**72,960**	**218,880**	**72,960**	**72,960**	**72,960**	**72,960**	**72,960**	**72,960**	**437,760**	**656,640**
Cost												

4 Application Maintenance	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
System Architect												
Database Architect												
Application Developer III	24,960	24,960	24,960	**74,880**	24,960	24,960	24,960	24,960	24,960	24,960	**149,760**	**224,640**
Application Developer II	40,320	40,320	40,320	**120,960**	40,320	40,320	40,320	40,320	40,320	40,320	**241,920**	**362,880**
Application Test Analyst III	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Application Test Analyst II	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Database Administrator III												
Database Administrator II												
System Software Specialist III												
System Software Specialist II												
System Administrator II												
System Administrator I												
Operations Specialist II												
Total Hours	**86,400**	**86,400**	**86,400**	**259,200**	**86,400**	**86,400**	**86,400**	**86,400**	**86,400**	**86,400**	**518,400**	**777,600**
Cost												

5 IT Services	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect												
System Architect												
Database Architect												
Application Developer III												
Application Developer II												
Application Test Analyst III												
Application Test Analyst II												
Database Administrator III												
Database Administrator II												
System Software Specialist III												
System Software Specialist II												
System Administrator II	19,200	19,200	19,200	**57,600**	19,200	19,200	19,200	19,200	19,200	19,200	**115,200**	**172,800**
System Administrator I	13,440	13,440	13,440	**40,320**	13,440	13,440	13,440	13,440	13,440	13,440	**80,640**	**120,960**
Operations Specialist II												
Total Hours	**32,640**	**32,640**	**32,640**	**97,920**	**32,640**	**32,640**	**32,640**	**32,640**	**32,640**	**32,640**	**195,840**	**293,760**
Cost												

All Tasks	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
System Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Database Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Application Developer III	24,960	24,960	24,960	**74,880**	24,960	24,960	24,960	24,960	24,960	24,960	**149,760**	**224,640**
Application Developer II	44,160	44,160	44,160	**132,480**	44,160	44,160	44,160	44,160	44,160	44,160	**264,960**	**397,440**
Application Test Analyst III	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Application Test Analyst II	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Database Administrator III	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
Database Administrator II	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
System Software Specialist III	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
System Software Specialist II	23,040	23,040	23,040	**69,120**	23,040	23,040	23,040	23,040	23,040	23,040	**138,240**	**207,360**
System Administrator II	19,200	19,200	19,200	**57,600**	19,200	19,200	19,200	19,200	19,200	19,200	**115,200**	**172,800**
System Administrator I	13,440	13,440	13,440	**40,320**	13,440	13,440	13,440	13,440	13,440	13,440	**80,640**	**120,960**
Operations Specialist II	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
Total Hours	**192,000**	**192,000**	**192,000**	**576,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**1,152,000**	**1,728,000**
Cost												

Hours by Task

Task	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
1 Contract Management												
2 Knowledge Management Services												
3 System Operations Services	72,960	72,960	72,960	**218,880**	72,960	72,960	72,960	72,960	72,960	72,960	**437,760**	**656,640**
4 Application Maintenance Ser	86,400	86,400	86,400	**259,200**	86,400	86,400	86,400	86,400	86,400	86,400	**518,400**	**777,600**
5 IT Services	32,640	32,640	32,640	**97,920**	32,640	32,640	32,640	32,640	32,640	32,640	**195,840**	**293,760**
Total Hours	**192,000**	**192,000**	**192,000**	**576,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**1,152,000**	**1,728,000**

Cost by Task

Task	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
1 Contract Management												
2 Knowledge Management Services												
3 System Operations Services												
4 Application Maintenance Ser												
5 IT Services												
Total Cost												
Cost Cap	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$72,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$144,000,000**	**$216,000,000**

7-C Total Labor Cost

SOW Task	Year 1	Year 2	Year 3	Total
1 Contract Management				
2 Knowledge Management Services				
3 System Operations Services				
4 Application Maintenance Services				
5 IT Services				
Total Cost				

Instructions:
1. DO NOT ENTER VALUES IN THE TABLES ABOVE!
Costs will be generated automatically based on inputs to Exhibit 7-A.
2. Submit as Exhibit 7-C

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7-D Maximum Labor Cost for Extension

SOW Task	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total
1 Contract Management							
2 Knowledge Management Services							
3 System Operations Services							
4 Application Maintenance Services							
5 IT Services							
Total Cost							

Instructions:
1. DO NOT ENTER VALUES IN THE TABLES ABOVE!
Costs will be generated automatically based on inputs to Exhibit 7-A.
2. Submit as Exhibit 7-D

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7-E Subcontractor Cost

Subcontractor Name	Corresponding % of Bid Price	Corresponding Amount of Bid Price for Base Contract	Corresponding Amount of Bid Price for Extensions	Corresponding Amount of Total Bid Price
Total Subcontractor Cost				

Instructions:
1. Enter subcontractor name and corresponding % of bid price from GSPD-05-105.
2. Enter corresponding amount for base contract and for extensions.
3. Corresponding amount for base contract must meet or exceed the corresponding % times the bid price from Exhibit 7-C.
4. Submit as Exhibit 7-E

Total Cost from Exhibits 7-C and 7-D.		

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X-Ref	Statement of Work Task	Application Architect	System Architect	Database Architect	Application Developer III	Application Developer II	Application Test Analyst III	Application Test Analyst II	Database Administrator III	Database Administrator II	System So Speci
6.2.1	Task 1 – Contract Management										
6.2.1.1	Task Accomplishment Plan (TAP)										
6.2.1.2	Monthly Status Report (MSR)										
6.2.1.3	Monthly Issue Management Meeting										
6.2.1.4	Resource Management										
6.2.2	Task 2 – Knowledge Management Services										
6.2.2.1	Transition-In Planning										
6.2.2.2	Transition-In Execution										
6.2.2.3	Operations Readiness Assessment										
6.2.2.4	Knowledge Management Planning										
6.2.2.5	Knowledge Management Execution										
6.2.3	Task 3 – System Operations Services										
6.2.3.1	Production Operations					1.0					
6.2.3.2	Production Support					1.0					
6.2.3.3	Configuration Management										1.0
6.2.3.4	Security Administration										
6.2.3.5	Technical Architecture		1.0								3.0
6.2.3.6	Unix Administration										1.0
6.2.3.7	Database Design & Reporting			1.0						1.0	
6.2.3.8	Database Administration								3.0	2.0	
6.2.3.9	Systems Performance										3.0
	Subtotal	**0.0**	**1.0**	**1.0**	**0.0**	**2.0**	**0.0**	**0.0**	**3.0**	**3.0**	**8.0**
6.2.4	Task 4 – Application Maintenance Services	1.0									
6.2.4.1	CSE Application Maintenance				10.0	9.0					
6.2.4.2	Reports and Forms Maintenance				1.0	9.0					
6.2.4.3	Release Management										
6.2.4.4	Application Production Support				2.0	3.0					
6.2.4.5	Application Testing						5.0	5.0			
	Subtotal	**1.0**	**0.0**	**0.0**	**13.0**	**21.0**	**5.0**	**5.0**	**0.0**	**0.0**	**0.0**
6.2.5	Task 5 – IT Services										
6.2.5.1	System Support										
6.2.5.2	Desktop Support										
6.2.5.3	Network Support										
	Subtotal	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**
	Total	**1.0**	**1.0**	**1.0**	**13.0**	**23.0**	**5.0**	**5.0**	**3.0**	**3.0**	**8.0**

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X-Ref	Statement of Work Task	ftware ialist III	System Software Specialist II	System Administrator II	System Administrator I	Operations Specialist II	Total
6.2.1	Task 1 – Contract Management						**0.0**
6.2.1.1	Task Accomplishment Plan (TAP)						**0.0**
6.2.1.2	Monthly Status Report (MSR)						**0.0**
6.2.1.3	Monthly Issue Management Meeting						**0.0**
6.2.1.4	Resource Management						**0.0**
6.2.2	Task 2 – Knowledge Management Services						**0.0**
6.2.2.1	Transition-In Planning						**0.0**
6.2.2.2	Transition-In Execution						**0.0**
6.2.2.3	Operations Readiness Assessment						**0.0**
6.2.2.4	Knowledge Management Planning						**0.0**
6.2.2.5	Knowledge Management Execution						**0.0**
6.2.3	Task 3 – System Operations Services						**0.0**
6.2.3.1	Production Operations						**1.0**
6.2.3.2	Production Support					8.0	**9.0**
6.2.3.3	Configuration Management	3.0					**4.0**
6.2.3.4	Security Administration	1.0					**1.0**
6.2.3.5	Technical Architecture	3.0					**7.0**
6.2.3.6	Unix Administration	1.0					**2.0**
6.2.3.7	Database Design & Reporting						**2.0**
6.2.3.8	Database Administration						**5.0**
6.2.3.9	Systems Performance	4.0					**7.0**
	Subtotal	**12.0**	**0.0**	**0.0**	**8.0**	**38.0**	
6.2.4	Task 4 – Application Maintenance Services						**1.0**
6.2.4.1	CSE Application Maintenance						**19.0**
6.2.4.2	Reports and Forms Maintenance						**10.0**
6.2.4.3	Release Management						**0.0**
6.2.4.4	Application Production Support						**5.0**
6.2.4.5	Application Testing						**10.0**
	Subtotal	**0.0**	**0.0**	**0.0**	**0.0**	**45.0**	
6.2.5	Task 5 – IT Services						**0.0**
6.2.5.1	System Support		4.0	1.0			**5.0**
6.2.5.2	Desktop Support			6.0			**6.0**
6.2.5.3	Network Support		6.0				**6.0**
	Subtotal	**0.0**	**10.0**	**7.0**	**0.0**	**17.0**	
	Total	**12.0**	**10.0**	**7.0**	**8.0**	**100.0**	

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CSE M Services Infitation for Bid

Parameters	
StartDate	9/1/2010
HoursPerMont	160
HoursPerYear	1920
RateInflation	2%
CostCap	24,000,000

Table 5-1 Initial Staff Levels

Initial Staff Levels by Position	1 Contract Management	2 Knowledge Management Services	3 System Operations Services	4 Application Maintenance Services	5 IT Services	Total
Application Architect				1.0		**1.0**
System Architect			1.0			**1.0**
Database Architect			1.0			**1.0**
Application Developer III				6.0		**6.0**
Application Developer II						
Application Test Analyst III				5.0		**5.0**
Application Test Analyst II						
Database Administrator III			3.0			**3.0**
Database Administrator II						
System Software Specialist III			8.0			**8.0**
System Software Specialist II						
System Administrator II						
System Administrator I						
Operations Specialist II						
			13.0	**12.0**		**25.0**

Table 5-3. Average Staff Levels by Year and Position *Optional Years*

Position	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Application Architect	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
System Architect	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Database Architect	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Application Developer III	13.0	13.0	13.0	13.0	13.0	13.0	13.0	13.0	13.0
Application Developer II	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0
Application Test Analyst III	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Application Test Analyst II	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Database Administrator III	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Database Administrator II	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
System Software Specialist III	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
System Software Specialist II	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
System Administrator II	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
System Administrator I	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
Operations Specialist II	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
	100.0	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**

Table 6-1 Staff Levels by Phase

Initial Staff Levels by Position	Phase 1	Phase 2	Phase 3	Phase 4	Total
Application Architect	1.0				1.0
System Architect	1.0				1.0
Database Architect	1.0				1.0
Application Developer III	6.0	1.0	3.0	3.0	13.0
Application Developer II		7.0	7.0	9.0	23.0
Application Test Analyst III	5.0				5.0
Application Test Analyst II		2.0	2.0	1.0	5.0
Database Administrator III	3.0				3.0
Database Administrator II		1.0	1.0	1.0	3.0
System Software Specialist III	8.0				8.0
System Software Specialist II		4.0	4.0	4.0	12.0
System Administrator II		4.0	3.0	3.0	10.0
System Administrator I		3.0	2.0	2.0	7.0
Operations Specialist II		3.0	3.0	2.0	8.0
	25.0	**25.0**	**25.0**	**25.0**	**100.0**

Table 6-2 Total Staff Levels

Total Staff Levels by Position	1 Contract Management	2 Knowledge Management Services	3 System Operations Services	4 Application Maintenance Services	5 IT Services	Total
Application Architect				1.0		**1.0**
System Architect			1.0			**1.0**
Database Architect			1.0			**1.0**
Application Developer III				13.0		**13.0**
Application Developer II			2.0	21.0		**23.0**
Application Test Analyst III				5.0		**5.0**
Application Test Analyst II				5.0		**5.0**
Database Administrator III			3.0			**3.0**
Database Administrator II			3.0			**3.0**
System Software Specialist III			8.0			**8.0**
System Software Specialist II			12.0			**12.0**
System Administrator II					10.0	**10.0**
System Administrator I					7.0	**7.0**
Operations Specialist II			8.0			**8.0**
			38.0	**45.0**	**17.0**	**100.0**

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7-A Classifications and Rates

Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Application Architect	141.00	143.82	146.70	149.63	152.62	155.67	158.78	161.96	165.20
System Architect	136.00	138.72	141.49	144.32	147.21	150.15	153.15	156.21	159.33
Database Architect	141.00	143.82	146.70	149.63	152.62	155.67	158.78	161.96	165.20
Application Developer III	126.00	128.52	131.09	133.71	136.38	139.11	141.89	144.73	147.62
Application Developer II	113.00	115.26	117.57	119.92	122.32	124.77	127.27	129.82	132.42
Application Test Analyst III	119.00	121.38	123.81	126.29	128.82	131.40	134.03	136.71	139.44
Application Test Analyst II	104.00	106.08	108.20	110.36	112.57	114.82	117.12	119.46	121.85
Database Administrator III	126.00	128.52	131.09	133.71	136.38	139.11	141.89	144.73	147.62
Database Administrator II	113.00	115.26	117.57	119.92	122.32	124.77	127.27	129.82	132.42
System Software Specialist III	123.00	125.46	127.97	130.53	133.14	135.80	138.52	141.29	144.12
System Software Specialist II	109.00	111.18	113.40	115.67	117.98	120.34	122.75	125.21	127.71
System Administrator II	99.00	100.98	103.00	105.06	107.16	109.30	111.49	113.72	115.99
System Administrator I	75.00	76.50	78.03	79.59	81.18	82.80	84.46	86.15	87.87
Operations Specialist II	42.00	42.84	43.70	44.57	45.46	46.37	47.30	48.25	49.22

-- Do not paste any data below this line into the Bid.

Annual Cost	20,409,600	20,817,792	21,234,374	21,658,906	22,091,942	22,533,907	22,985,088	23,445,254	23,914,080
Cost Cap	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000

Instructions:
1. For each classification above, enter the rate per hour for each contract year in dollars and cents (no more than two decimal places).
2. See Exhibit 7-B for the specified number of hours by classificaiton, month, and year.
3. The total cost for each task is shown on Exhibit 7-C.
4. For convenience, the table above is designed to calculate subsequent years using an annual "RateInflation" variable set on the Parameters tab of this workbook.

This table calculates COLA backwards from year 9.

Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Application Architect	140.82	143.64	146.51	149.44	152.43	155.48	158.59	161.76	165.00
System Architect	136.54	139.27	142.06	144.90	147.80	150.76	153.78	156.86	160.00
Database Architect	140.82	143.64	146.51	149.44	152.43	155.48	158.59	161.76	165.00
Application Developer III	128.03	130.59	133.20	135.86	138.58	141.35	144.18	147.06	150.00
Application Developer II	110.96	113.18	115.44	117.75	120.10	122.50	124.95	127.45	130.00
Application Test Analyst III	119.47	121.86	124.30	126.79	129.33	131.92	134.56	137.25	140.00
Application Test Analyst II	102.42	104.47	106.56	108.69	110.86	113.08	115.34	117.65	120.00
Database Administrator III	128.03	130.59	133.20	135.86	138.58	141.35	144.18	147.06	150.00
Database Administrator II	110.96	113.18	115.44	117.75	120.10	122.50	124.95	127.45	130.00
System Software Specialist III	123.75	126.23	128.75	131.33	133.96	136.64	139.37	142.16	145.00
System Software Specialist II	106.69	108.82	111.00	113.22	115.48	117.79	120.15	122.55	125.00
System Administrator II	98.17	100.13	102.13	104.17	106.25	108.37	110.54	112.75	115.00
System Administrator I	76.81	78.35	79.92	81.52	83.15	84.81	86.51	88.24	90.00
Operations Specialist II	42.68	43.53	44.40	45.29	46.20	47.12	48.06	49.02	50.00

Annual Cost	20,336,947	20,743,661	21,158,323	21,581,530	22,012,954	22,452,960	22,902,240	23,360,179	23,827,200
Cost Cap	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000	24,000,000

Hours *Base years* *Optional years*

3 System Operations	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect												
System Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Database Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Application Developer III												
Application Developer II	3,840	3,840	3,840	**11,520**	3,840	3,840	3,840	3,840	3,840	3,840	**23,040**	**34,560**
Application Test Analyst III												
Application Test Analyst II												
Database Administrator III	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
Database Administrator II	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
System Software Specialist III	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
System Software Specialist II	23,040	23,040	23,040	**69,120**	23,040	23,040	23,040	23,040	23,040	23,040	**138,240**	**207,360**
System Administrator II												
System Administrator I												
Operations Specialist II	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
Total Hours	**72,960**	**72,960**	**72,960**	**218,880**	**72,960**	**72,960**	**72,960**	**72,960**	**72,960**	**72,960**	**437,760**	**656,640**
Cost	**$7,388,160**	**$7,535,923**	**$7,686,662**	**$22,610,745**	**$7,840,358**	**$7,997,050**	**$8,157,005**	**$8,320,339**	**$8,486,976**	**$8,656,762**	**$49,458,490**	**$72,069,235**

4 Application Maintenance	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
System Architect												
Database Architect												
Application Developer III	24,960	24,960	24,960	**74,880**	24,960	24,960	24,960	24,960	24,960	24,960	**149,760**	**224,640**
Application Developer II	40,320	40,320	40,320	**120,960**	40,320	40,320	40,320	40,320	40,320	40,320	**241,920**	**362,880**
Application Test Analyst III	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Application Test Analyst II	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Database Administrator III												
Database Administrator II												
System Software Specialist III												
System Software Specialist II												
System Administrator II												
System Administrator I												
Operations Specialist II												
Total Hours	**86,400**	**86,400**	**86,400**	**259,200**	**86,400**	**86,400**	**86,400**	**86,400**	**86,400**	**86,400**	**518,400**	**777,600**
Cost	**$10,112,640**	**$10,314,893**	**$10,521,389**	**$30,948,922**	**$10,731,706**	**$10,946,362**	**$11,165,510**	**$11,388,998**	**$11,616,998**	**$11,849,338**	**$67,698,912**	**$98,647,834**

5 IT Services	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect												
System Architect												
Database Architect												
Application Developer III												
Application Developer II												
Application Test Analyst III												
Application Test Analyst II												
Database Administrator III												
Database Administrator II												
System Software Specialist III												
System Software Specialist II												
System Administrator II	19,200	19,200	19,200	**57,600**	19,200	19,200	19,200	19,200	19,200	19,200	**115,200**	**172,800**
System Administrator I	13,440	13,440	13,440	**40,320**	13,440	13,440	13,440	13,440	13,440	13,440	**80,640**	**120,960**
Operations Specialist II												
Total Hours	**32,640**	**32,640**	**32,640**	**97,920**	**32,640**	**32,640**	**32,640**	**32,640**	**32,640**	**32,640**	**195,840**	**293,760**
Cost	**$2,908,800**	**$2,966,976**	**$3,026,323**	**$8,902,099**	**$3,086,842**	**$3,148,531**	**$3,211,392**	**$3,275,750**	**$3,341,280**	**$3,407,981**	**$19,471,776**	**$28,373,875**

All Tasks	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
Application Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
System Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Database Architect	1,920	1,920	1,920	**5,760**	1,920	1,920	1,920	1,920	1,920	1,920	**11,520**	**17,280**
Application Developer III	24,960	24,960	24,960	**74,880**	24,960	24,960	24,960	24,960	24,960	24,960	**149,760**	**224,640**
Application Developer II	44,160	44,160	44,160	**132,480**	44,160	44,160	44,160	44,160	44,160	44,160	**264,960**	**397,440**
Application Test Analyst III	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Application Test Analyst II	9,600	9,600	9,600	**28,800**	9,600	9,600	9,600	9,600	9,600	9,600	**57,600**	**86,400**
Database Administrator III	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
Database Administrator II	5,760	5,760	5,760	**17,280**	5,760	5,760	5,760	5,760	5,760	5,760	**34,560**	**51,840**
System Software Specialist III	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
System Software Specialist II	23,040	23,040	23,040	**69,120**	23,040	23,040	23,040	23,040	23,040	23,040	**138,240**	**207,360**
System Administrator II	19,200	19,200	19,200	**57,600**	19,200	19,200	19,200	19,200	19,200	19,200	**115,200**	**172,800**
System Administrator I	13,440	13,440	13,440	**40,320**	13,440	13,440	13,440	13,440	13,440	13,440	**80,640**	**120,960**
Operations Specialist II	15,360	15,360	15,360	**46,080**	15,360	15,360	15,360	15,360	15,360	15,360	**92,160**	**138,240**
Total Hours	**192,000**	**192,000**	**192,000**	**576,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**1,152,000**	**1,728,000**
Cost	**$20,409,600**	**$20,817,792**	**$21,234,374**	**$62,461,766**	**$21,658,906**	**$22,091,942**	**$22,533,907**	**$22,985,088**	**$23,445,254**	**$23,914,080**	**$136,629,177**	**$199,090,943**

Hours by Task

Task	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
1 Contract Management												
2 Knowledge Management Services												
3 System Operations Services	72,960	72,960	72,960	**218,880**	72,960	72,960	72,960	72,960	72,960	72,960	**437,760**	**656,640**
4 Application Maintenance Ser	86,400	86,400	86,400	**259,200**	86,400	86,400	86,400	86,400	86,400	86,400	**518,400**	**777,600**
5 IT Services	32,640	32,640	32,640	**97,920**	32,640	32,640	32,640	32,640	32,640	32,640	**195,840**	**293,760**
Total Hours	**192,000**	**192,000**	**192,000**	**576,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**192,000**	**1,152,000**	**1,728,000**

Cost by Task

Task	Year 1	Year 2	Year 3	Total	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total	Total
1 Contract Management												
2 Knowledge Management Services												
3 System Operations Services	7,388,160	7,535,923	7,686,662	**$22,610,745**	7,840,358	7,997,050	8,157,005	8,320,339	8,486,976	8,656,762	**$49,458,490**	**$72,069,235**
4 Application Maintenance Ser	10,112,640	10,314,893	10,521,389	**$30,948,922**	10,731,706	10,946,362	11,165,510	11,388,998	11,616,998	11,849,338	**$67,698,912**	**$98,647,834**
5 IT Services	2,908,800	2,966,976	3,026,323	**$8,902,099**	3,086,842	3,148,531	3,211,392	3,275,750	3,341,280	3,407,981	**$19,471,776**	**$28,373,875**
Total Cost	**$20,409,600**	**$20,817,792**	**$21,234,374**	**$62,461,766**	**$21,658,906**	**$22,091,942**	**$22,533,907**	**$22,985,088**	**$23,445,254**	**$23,914,080**	**$136,629,177**	**$199,090,943**
Cost Cap	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$72,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$144,000,000**	**$216,000,000**

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7-C Total Labor Cost

SOW Task	Year 1	Year 2	Year 3	Total
1 Contract Management				
2 Knowledge Management Services				
3 System Operations Services	7,388,160	7,535,923	7,686,662	**$22,610,745**
4 Application Maintenance Services	10,112,640	10,314,893	10,521,389	**$30,948,922**
5 IT Services	2,908,800	2,966,976	3,026,323	**$8,902,099**
Total Cost	**$20,409,600**	**$20,817,792**	**$21,234,374**	**$62,461,766**

Instructions:
1. DO NOT ENTER VALUES IN THE TABLES ABOVE!
Costs will be generated automatically based on inputs to Exhibit 7-A.
2. Submit as Exhibit 7-C

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7-D Maximum Labor Cost for Extension

SOW Task	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total
1 Contract Management							
2 Knowledge Management Services							
3 System Operations Services	7,840,358	7,997,050	8,157,005	8,320,339	8,486,976	8,656,762	**$49,458,490**
4 Application Maintenance Services	10,731,706	10,946,362	11,165,510	11,388,998	11,616,998	11,849,338	**$67,698,912**
5 IT Services	3,086,842	3,148,531	3,211,392	3,275,750	3,341,280	3,407,981	**$19,471,776**
Total Cost	**$21,658,906**	**$22,091,943**	**$22,533,907**	**$22,985,087**	**$23,445,254**	**$23,914,081**	**$136,629,178**

Instructions:
1. DO NOT ENTER VALUES IN THE TABLES ABOVE!
Costs will be generated automatically based on inputs to Exhibit 7-A.
2. Submit as Exhibit 7-D

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7-E Subcontractor Cost

Subcontractor Name	Corresponding % of Bid Price	Corresponding Amount of Bid Price for Base Contract	Corresponding Amount of Bid Price for Extensions	Corresponding Amount of Total Bid Price
Subcontractor A	5.0%	4,000,000	8,000,000	**$12,000,000**
Subcontractor B	3.0%	3,000,000	6,000,000	**$9,000,000**
Subcontractor C	25.0%	15,000,000	30,000,000	**$45,000,000**
Total Subcontractor Cost	**33%**	**$22,000,000**	**$44,000,000**	**$66,000,000**

Instructions:
1. Enter subcontractor name and corresponding % of bid price from GSPD-05-105.
2. Enter corresponding amount for base contract and for extensions.
3. Corresponding amount for base contract must meet or exceed the corresponding % times the bid price from Exhibit 7-C.
4. Submit as Exhibit 7-E

Total Cost from Exhibits 7-C and 7-D.	**$62,461,766**	**$136,629,178**

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X-Ref	Statement of Work Task	Application Architect	System Architect	Database Architect	Application Developer III	Application Developer II	Application Test Analyst III	Application Test Analyst II	Database Administrator III	Database Administrator II	System So Speci
6.2.1	Task 1 – Contract Management										
6.2.1.1	Task Accomplishment Plan (TAP)										
6.2.1.2	Monthly Status Report (MSR)										
6.2.1.3	Monthly Issue Management Meeting										
6.2.1.4	Resource Management										
6.2.2	Task 2 – Knowledge Management Services										
6.2.2.1	Transition-In Planning										
6.2.2.2	Transition-In Execution										
6.2.2.3	Operations Readiness Assessment										
6.2.2.4	Knowledge Management Planning										
6.2.2.5	Knowledge Management Execution										
6.2.3	Task 3 – System Operations Services										
6.2.3.1	Production Operations					1.0					
6.2.3.2	Production Support					1.0					
6.2.3.3	Configuration Management										1.0
6.2.3.4	Security Administration										
6.2.3.5	Technical Architecture		1.0								3.0
6.2.3.6	Unix Administration										1.0
6.2.3.7	Database Design & Reporting			1.0						1.0	
6.2.3.8	Database Administration								3.0	2.0	
6.2.3.9	Systems Performance										3.0
	Subtotal	**0.0**	**1.0**	**1.0**	**0.0**	**2.0**	**0.0**	**0.0**	**3.0**	**3.0**	**8.0**
6.2.4	Task 4 – Application Maintenance Services	1.0									
6.2.4.1	CSE Application Maintenance				10.0	9.0					
6.2.4.2	Reports and Forms Maintenance				1.0	9.0					
6.2.4.3	Release Management										
6.2.4.4	Application Production Support				2.0	3.0					
6.2.4.5	Application Testing						5.0	5.0			
	Subtotal	**1.0**	**0.0**	**0.0**	**13.0**	**21.0**	**5.0**	**5.0**	**0.0**	**0.0**	**0.0**
6.2.5	Task 5 – IT Services										
6.2.5.1	System Support										
6.2.5.2	Desktop Support										
6.2.5.3	Network Support										
	Subtotal	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**
	Total	**1.0**	**1.0**	**1.0**	**13.0**	**23.0**	**5.0**	**5.0**	**3.0**	**3.0**	**8.0**

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CSE M Services Infitation for Bid

X-Ref	Statement of Work Task	ftware ialist III	System Software Specialist II	System Administrator II	System Administrator I	Operations Specialist II	Total
6.2.1	Task 1 – Contract Management						**0.0**
6.2.1.1	Task Accomplishment Plan (TAP)						**0.0**
6.2.1.2	Monthly Status Report (MSR)						**0.0**
6.2.1.3	Monthly Issue Management Meeting						**0.0**
6.2.1.4	Resource Management						**0.0**
6.2.2	Task 2 – Knowledge Management Services						**0.0**
6.2.2.1	Transition-In Planning						**0.0**
6.2.2.2	Transition-In Execution						**0.0**
6.2.2.3	Operations Readiness Assessment						**0.0**
6.2.2.4	Knowledge Management Planning						**0.0**
6.2.2.5	Knowledge Management Execution						**0.0**
6.2.3	Task 3 – System Operations Services						**0.0**
6.2.3.1	Production Operations						**1.0**
6.2.3.2	Production Support					8.0	**9.0**
6.2.3.3	Configuration Management	3.0					**4.0**
6.2.3.4	Security Administration	1.0					**1.0**
6.2.3.5	Technical Architecture	3.0					**7.0**
6.2.3.6	Unix Administration	1.0					**2.0**
6.2.3.7	Database Design & Reporting						**2.0**
6.2.3.8	Database Administration						**5.0**
6.2.3.9	Systems Performance	4.0					**7.0**
	Subtotal	**12.0**	**0.0**	**0.0**	**8.0**	**38.0**	
6.2.4	Task 4 – Application Maintenance Services						**1.0**
6.2.4.1	CSE Application Maintenance						**19.0**
6.2.4.2	Reports and Forms Maintenance						**10.0**
6.2.4.3	Release Management						**0.0**
6.2.4.4	Application Production Support						**5.0**
6.2.4.5	Application Testing						**10.0**
	Subtotal	**0.0**	**0.0**	**0.0**	**0.0**	**45.0**	
6.2.5	Task 5 – IT Services						**0.0**
6.2.5.1	System Support		4.0	1.0			**5.0**
6.2.5.2	Desktop Support			6.0			**6.0**
6.2.5.3	Network Support		6.0				**6.0**
	Subtotal	**0.0**	**10.0**	**7.0**	**0.0**	**17.0**	
	Total	**12.0**	**10.0**	**7.0**	**8.0**	**100.0**	

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CSE M Services Infitation for Bid

Parameters	
StartDate	9/1/2010
HoursPerMont	160
HoursPerYear	1920
RateInflation	2%
CostCap	24,000,000

CSE M&O IFB Frequently Asked Questions

During November 2009, DCSS published a Request for Information (RFI) to the potential bidder community for planning and budgetary purposes on the CSE Maintenance and Operations Services IFB CSS 188. Below are questions regarding the CSE M&O Scope of Services and Bidder Qualifications that were derived from responses received from potential bidders, categorized as they apply to the IFB, with DCSS responses immediately following each question.

1. CONTRACTOR ROLES AND RESPONSIBILITIES

1.1 Years of Experience

Question: *Why does the IFB not include a classic "pyramid" structure with a mix of junior and senior staff?*

Response: The IFB is requesting staff to integrate into and complement the existing team of State CSE M&O staff with generally higher levels of specific technical skills and experience than currently available in the State workforce. The State does not require services of less experienced contract staff than specified in the IFB.

Reference: Section 4.3, Roles and Responsibilities

1.2 Subject Matter Experts

Question: *Why does the IFB not include child support subject matter experts/business analysts?*

Response: The IFB is requesting only technical staff to integrate into and complement the existing team of State CSE M&O staff with generally higher levels of specific technical skills and experience than currently available in the State workforce. The State already has a sufficient number of business analysts in the current CSE M&O staff team and does not require services of business analysts for this IFB.

Reference: Section 4.3, Roles and Responsibilities

1.3 Supervisor-to-Worker Ratio

Question: *The IFB specifies a total of 32 lead positions (level III plus architects) as compared with 68 workers (levels I and II). How will DCSS be able to accomplish the work with so many supervisors as compared to workers?*

Response: While the IFB identifies level III staff as requiring “lead” experience, only the “Architect” classifications will have supervisory responsibilities over contractor staff. All task management will be performed by State resources. All contract staff will perform technical duties.

Reference: Section 4.3, Roles and Responsibilities

2. CORPORATE QUALIFICATIONS

2.1 System Experience Similar to CSE

Question: *Doesn't the requirement for a bidder to have experience with a system "similar in architecture to the CSE system" limit the bid to the incumbent business partner?*

Response: No. The requirement for a "similar architecture" requires that a system meet only 6 of the 10 listed attributes to be sufficiently similar, and several of the attributes are fairly general, such as "enterprise forms," "enterprise reports" and "web applications". For example, a system using an Oracle database, a Sun infrastructure and a J2EE application could qualify, as might a system using an IBM DB2 database, an IBM infrastructure, and a Cold Fusion application.

Reference: Section 5.2.2, Corporate Background and Experience

2.2 System Experience Number of Users

Question: *Are the 1,000 concurrent users exclusive of the 1,000 distributed users?*

Response: No. The 1,000 concurrent users may be distributed to meet both criteria in the "system size" qualification.

Reference: Section 5.2.2, Corporate Background and Experience

2.3 System Experience Type of Users

Question: *Do "core application users" include those that access public websites?*

Response: It depends. For a system to qualify as comparably sized, it must be a large application (10,000 function points or 1,000,000 lines of code), which would exclude most public websites. Even if a public website accesses data associated with a sufficiently large system, the size of the functionality available to the user would need to meet the size requirements for the user to be considered a "core application user." For example, the CSE application has as a component a public-facing customer service web site. However, the functionality available to the public is very limited and does not meet the size requirement; consequently the public website users cannot be counted as "core application users". In another example, Intuit provides a tax application on the web. As this is the application's core functionality and is available to public users, the users that fill in their tax returns on the web would be considered core application users. The question then would be whether the application is of sufficient size to meet the IFB requirement.

Reference: Section 5.2.2, Corporate Background and Experience

2.4 Subcontractor Experience

Question: *Do Subcontractors performing 25% or more of the work need to have three references that each need to cover at least one of the three "at least" criteria? Do all three references between them need to cover all three "at least" criteria?*

Response: Yes to the first question, no to the second. The Subcontractor qualifications specify that each project referenced must satisfy "at least one" of the three criteria listed, and "only one criterion need be met by a Subcontractor". The intent is that while the Subcontractor has to have at least three *comparable* projects (comparable in at least one area), the Subcontractor may specialize in only one or two of the three comparability areas.

Reference: Section 5.2.2, Corporate Background and Experience

2.5 Detailed Staffing Plan

Question: *Normally a solicitation will only require Key Staff or Team Leads to be named and only representative resumes to be provided for the bid. Does DCSS require the Staffing Plan to provide the full 100 named individuals and resumes with the bid?*

Response: No. The IFB requires only 25 senior staff (architects and level III classifications) with the bid.

Reference: Section 5.2.6, Initial Staff Levels

3. STATEMENT OF WORK

3.1 Task Management

Question: *Why does the SOW include a "Task Management" task, but not include the typical project managers and technical team leaders to provide for the following:*

- *Both short-term and long-term planning;*
- *A single point of contact to work with the state on issues;*
- *Monitoring performance and addressing trends before they become issues;*
- *Quality assurance and mission assurance; and*
- *Assurance that personnel issues are addressed consistently and immediately (attendance, time charging accuracy, absences, issues arising from work force diversity)?*

Question: *Will the State allow some level of on-site oversight of Contractor staff?*

Response: For clarity, the task has been renamed in the IFB to "Contract Management." The State already has task managers and leads to perform the activities indicated in the first four bullets above and does not require duplicative

Contractor resources in these positions. The SOW does call for the Contractor to provide an Engagement Manager that will function as a single point of contact to work with the State on issues. The Engagement Manager is not an on-site position. All Contract Management activities listed in the SOW will be limited and considered overhead activities of the Contractor, the cost of which should be included in the bidders' labor rates.

Regarding the fifth bullet, the IFB includes the requirement for the "Architect" positions to supervise contractor staff as part of their normal duties (not to be invoiced as "Contract Management" activities). Contractor staff supervision is intended to be in addition to the technical leadership role of the three Architect positions.

Reference: Section 6.2.1.3, Resource Management

3.2 Task Management and Project Oversight

Question: *Can you please clarify the State's expectation with regard to the Contractor's relationship and interaction with the PM, PMO and QA/IV&V organizations?*

Response: The CSE System is in the M&O phase. As such, the organization follows a traditional Service Delivery Management structure rather than a project structure; e.g., the organization does not require "project management" but "service delivery management." With this in mind, there are no external QA or IV&V requirements or organizations and the PMO organization provides more limited support than in a development and implementation project.

The Contractor's Engagement Manager will address issues directly with the State's M&O management team and will not deal directly with any current or future QA, IV&V, or PMO organizations.

Reference: Section 6.2.1.2, Monthly Issues Management Meeting

3.3 Transition-In

Question: *Will the State consider a longer transition-in period to allow for more knowledge transfer from the current business partner?*

Response: No. The IFB Transition-In period is primarily geared toward "orientation" of contractor staff to DCSS and CSE processes and procedures, and the CSE system architecture. DCSS will not be providing technical training to new staff. In addition, the Transition-In period does not include knowledge transfer from the current CSE Business Partner to the new Contractor, but from the State to the new Contractor.

Reference: Section 6.2.2.2, Transition-In Execution

3.4 Knowledge Management

Question: *What happens if Knowledge Management Services conflict with other necessary services and have a potential of impacting the project timeline?*

Response: Since the CSE System is in the M&O phase, there is no "project timeline" per se. During this phase, critical scheduling is more typically related to issues such as defect severity and the change release cycle. State managers and supervisors will prioritize Knowledge Management activities to minimize conflicts between Knowledge Management and competing SOW tasks.

Reference: Section 6.2.2.4, Knowledge Management Planning

3.5 Application Testing

Question: *Please clarify the difference in this IFB between Unit Testing and other forms of testing, including System, Integration, and User Acceptance?*

Response: The CSE Application Maintenance and Reports and Forms Maintenance subtasks include unit testing activities. These activities are performed by State and Contractor staff in the Application Developer classifications under the State Application Maintenance manager and leads. The Testing subtask includes System Testing, Integration Testing, and User Acceptance Testing, which are performed by State and Contractor staff in the Application Test Analyst classifications under the State Application Testing manager and leads.

Reference: Section 6.2.4 Application Maintenance Services

3.6 Application Production Support

Question: *Please clarify how Application Production Support relates to traditional User Help Desk activities and why the latter do not appear in the IFB?*

Response: The CSE M&O Services structure provides for a multi-tier user help desk approach. Some of the contract staff acquired via the IFB will perform Application Production Support or "level 2" user help desk support related to detailed application issues. The State's Business Operations Section is staffed with child support subject matter experts and also provides "level 2" help desk support requiring their particular expertise. The State will be providing "level 1" user help desk services (i.e., initial responders) separately from this procurement. Level 1 user help desk services and business analyst services are outside of the scope of this IFB.

Reference: Section 6.2.4.4, Application Production Support

3.7 Data Center Move

Question: *How will the timing of the move of the CSE host system to a State Data Center affect this procurement or impact Contractor staff?*

Response: The start work date and Transition-In activities specified in the SOW are not dependent or precedent on completion of CSE host migration activities. There is no impact on either the procurement or Contractor staff.

Reference: Section 6, Statement of Work Requirements

3.8 Service Level Agreements

Question: *Are there any Service Level Agreements applicable to specific SOW tasks, and if so, what happens if the required staffing levels are inadequate to meet them?*

Response: For this IFB, contract staff levels are specified by the State and will integrate within the existing State M&O Services organization. Consequently, the Contractor as an entity will not be directly responsible for meeting service level agreements. Any service level goals or agreements that may exist or may be developed in the future between the DCSS technical and program organizations or external service providers are outside the scope of the IFB. The IFB does however include terms and conditions for adjusting Contractor staff levels to meet changing DCSS requirements.

Reference: Section 6, Statement of Work Requirements; Appendix A, Exhibit A-4, DCSS Special Provisions, paragraph 2, State's Review of Staffing Levels

3.9 Work Products

Question: *Are "work products" subject to the rules for "deliverables"?*

Response: No. Work products are not subject to the rules for deliverables. Approval of work products will generally be via peer reviews or the approval of applicable State managers and supervisors.

Reference: Section 6.3.1 Deliverables List

3.10 Remote Operations

Question: *Will the State allow the Contractor to perform System Operations and Support services remotely?*

Response: The IFB will allow for remote operation under certain circumstances, e.g., evening, weekend, and work from home. The main objective in the IFB is that the Contractor's staff are working as part of a fully integrated State/Contractor team. Team cohesion, overlapping duties, etc. are all facilitated by co-located staff.

Reference: Section 6.4, Normal Work Hours, Location, and Exceptions

3.11 Full-time Resource Constraints

Question: *The full-time, on-site nature of the required team and services would seem to be inefficient, since many of the Operations Services tasks are short duration followed by a long period of stability. Would the State consider allowing some tasks and resources to be part-time and as-needed?*

Response: No. The State's long-term goal for migration from contractor-supplied services to State staff is facilitated by State/Contractor co-location and associated knowledge transfer activities.

Reference: Section 6.4, Normal Work Hours, Location, and Exceptions; Appendix A, Exhibit A-5, DCSS Special Provisions, paragraph 4, Option to Increase or Decrease Staffing Requirements

4. STAFF QUALIFICATIONS

4.1 Mismatched Qualifications

Question: *In some cases the staff qualifications don't appear to match industry norms. For example, DBAs would not normally install DB2 patches, and Test Analysts would not normally need knowledge of web development languages. Won't these mismatches reduce the number of bidders and increase the State's risk?*

Response: Staff qualifications were derived from a number of sources, including the CCSAS Software Transition Plan, State staff classification descriptions, and industry examples. Specific requirements for each classification also result from a detailed workload analysis by State M&O management team. In the case of DBAs, DCSS requires both State and contract DBAs to be able to build servers and install patches in some environments. With respect to Test Analysts for this procurement, DCSS requires "technical" testers to complement the existing business-oriented testers, and these technical testers need to have programming backgrounds.

Reference: Exhibit 6-B Staff Qualifications

4.2 Degree Requirements

Question: *Will DCSS allow for experience in substitution for degree and/or certification requirements?*

Response: No. The IFB is requesting only highly qualified technical staff to integrate into and complement the existing team of State CSE M&O staff with generally higher levels of specific technical skills and experience than currently available in the State workforce. The requirement for a technical degree or applicable certification is typical in the industry, and in comparable solicitations such as the State's IT Master Service Agreement.

Reference: Exhibit 6-B, Staff Qualifications

4.3 Child Support Enforcement Systems Experience

Question: *Doesn't the requirement for so many application developers to have child support systems experience limit competition to the current business partner?*

Response: No. The IFB is requiring only 2 of 6 Application Developer III staff and 10 of 23 Application Developer II staff to have experience with child support enforcement systems. This is not child support "program" experience and is not limited to California's new child support enforcement system. Child support enforcement systems experience may be gained from any child support

enforcement system, such as California's legacy systems or systems implemented in other states.

Reference: Exhibit 6-B Staff Qualifications

4.4 System Administrator: Windows vs. Java and IBM Experience

Question: *Why do System Administrators require Microsoft Windows experience, while the CSE System and most other classifications require Java and IBM?*

Response: The staff assigned to System Administrator classifications will be limited to the IT Services task in the SOW that is focused on supporting end-user and project staff in a Microsoft Windows environment. These staff will not require access to the principle CSE system's Java and IBM components. The CSE Hosting Service Provider will be providing the lower level system administration support for the CSE host system.

Reference: Exhibit 6-B Staff Qualifications

4.5 Ability to Act in a Lead Capacity

Question: *Why do all level II staff need to have the ability to act in a lead capacity if they have no supervisory responsibilities?*

Response: The term "act in a lead capacity" represents the ability to be the responsible party in a team of 2 or more staff assigned to a task or component of the application. This is not intended to imply "supervisory" responsibilities, but rather responsibility for task completion or component knowledge. The level II classifications are intended to be comparable to a State "Staff Programmer Analyst (Specialist)" which is defined as:

> "Under general supervision, *acts as a project leader* on complex applications, and/or on complex information technology system problems; and works independently as a technical specialist."

Reference: Exhibit 6-B Staff Qualifications

5. COST

5.1 Cost Cap

Question: *The $24 million annual cost cap extends for the full 9-years (base + options) of the contract. How can the State expect Bidders to commit to fixed rates so far into the future?*

Response: The State will not agree to contract costs greater than the approved budgeted amount. However, the State recognizes the uncertainty of future economic conditions and has therefore included in the contract a provision for a Cost of Living Rate Adjustment. The provision will allow for a cost of living adjustment to the hourly rates if the Consumer Price Index increases by more than 10% after the first five years of the contract.

Reference: Exhibit A-4, DCSS Special Provisions, paragraph 10, Cost of Living Rate Adjustment

6. EVALUATION

6.1 Minimum Qualifications

Question: *Does DCSS intend to award a higher score to proposers that offer staff who exceed Minimum Qualifications?*

Response: The IFB evaluation will select the lowest-cost, responsive and responsible bidder, and thus will not give preference to bidders that offer staff who exceed the Minimum Qualifications.

Reference: Section 9 Evaluation, paragraph 2

6.2 Staff Qualifications Threshold

Question: *There appears to be a threshold that will allow bidders to submit a cadre of initial staff that do not meet all of the requirements. How is it a fair competition if a bidder offering staff that meet all of the qualifications can lose to a lower cost bidder whose staff do not meet all of the qualifications?*

Response: The IFB evaluation is designed to select the lowest-cost, "responsive and responsible" bidder. The pass/fail nature of the evaluation of Mandatory Corporate and Staff Requirements is intended to allow all bidders that meet the "Responsive and Responsible" definition into the cost evaluation phase. The State has determined that at least 20 of the 25 required initial resumes submitted with the Bid must be free of defects in order for the Bid to be considered responsive. In addition, this threshold does not provide any bidder with an "advantage over other bidders" since all bidders are subject to the same threshold. Finally, since the selected bidder will still be required to meet all minimum qualifications in the applicable qualifying ratios with its actually delivered full complement of 100 staff, no bidder is given an advantage by a minimal number of faults in the resumes submitted with the bid.

Reference: Section 9.4.2 Deviations, paragraphs 2 and 3; Section 9.5.2.3 Staff Qualifications

Addendum 4 Changes

NO.	SECTION	PARAGRAPH / ITEM	PAGES	DESCRIPTION	COMMENT
1	Table of Contents		iii, v	Update Table of Contents to reflect changes in Addendum 4.	Affects page numbering in Section 5 and Appendix A.
2	Section 2	2.2.1, General	2-1	Change “180 days” to “300 days”	
3	Section 5	5.2.7, Resume Format	5-8	Add to paragraph after the bullet, “Client References”, “The Staff Member Performance portion of the Staff Client Reference form shall be considered optional.”	
4	Section 5	5.2.7, Resume Format	5-8	Add the following text to the last paragraph on the page, after the second sentence, “The first attempt may be made by email. If no response is received within four State business days the second and third attempt may be made by phone.”	
5	Section 5	5.2.7, Resume Format	5-9	In describing the requirement for Client References at the bottom of the page, change the exception in the case where no external projects are reflected in the resume from “no” to “less than three (3)” and add “or unless the Job Titles or Positions reflected in the resume indicate duties that are not visible to the client.”	
6	Section 5	5.3.6, DVBE Certification	5-12	In DVBE Incentive, change “responsible bid price” to “responsible total bid price”.	
7	Section 5	5.3.6, DVBE Certification	5-12 – 5-18	Add a new subsection to Section 5.3.6, “DVBE Certification” with the following text: If, for this agreement, the contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then the contractor must, within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement), certify in a report to the awarding department: (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; (3) the amount each DVBE received from the prime contractor; (4) that all	SB 548, Chapter 595 Text insertion on page 5-13 affected content of pages through 5-18.

NO.	SECTION	PARAGRAPH / ITEM	PAGES	DESCRIPTION	COMMENT
				payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d)) Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC 999.9; Public Contract Code (PCC) 10115.10, or PCC 4110 (applies to public works only).	
8	Section 5	5.4.1, Enterprise Zone Act (EZA)	5-15	Change “State Trade and Commerce Agency at (916) 324-8211” to “Department of Housing and Community Development website (www.hcd.ca.gov)”	
9	Section 5	5.4.3, Local Agency Military Base Area (LAMBRA) Act	5-16	Change “Local Agency Military Base Recovery Act (LAMBRA)” to “Local Agency Military Base Recovery Area (LAMBRA) Act”	
10	Section 5	5.4.3, Local Agency Military Base Area (LAMBRA) Act	5-17	Change “State Trade and Commerce Agency at (916) 324-8211” to “Department of Housing and Community Development website (www.hcd.ca.gov)”	
11	Section 5	5.4.5, Small Business Preference	5-18	Change “…Room 400, Sacramento, CA…” to “…Room 400, West Sacramento, CA…”	
12	Section 5	5.4.5, Small Business Preference	5-18	In Non-Small Business Subcontractor Preference, change “net bid price” to “total bid price”.	

NO.	SECTION	PARAGRAPH / ITEM	PAGES	DESCRIPTION	COMMENT
13	Section 6	6.2.1.1, Monthly Activity Report	6-2	Delete the last sentence of the second paragraph, "Variations of more than 10% in the total Contract cost must be explicitly explained in the Monthly Activity Report."	
14	Section 6	6.2.5.3, Network Support	6-14 – 6-15	Change "Design and Implement …" in bullets 1 and 5 to "Design and Implement changes to …"	Clarification
15	Exhibit 6-B	SSS II Qualifications	6-52 – 6-53	MQ 5, first bullet. Change "Three (3)" years to "Two (2)" years.	Makes this MQ consistent with other level II classifications.
16	Section 7	7.2.1, Instructions for Exhibit 7-A	7-3	Add to the end of paragraph 2: "The inflation factor reflected in the worksheet is for illustration purposes only."	
17	Section 8	8.2, Bid Format and Content	8-1	Change "8 copies" to "10 copies"	
18	Section 8	8.2.2, Volume 2 – Contract	8-5	Delete the text, "In addition to providing the required number of copies of the Contract, the Bidder shall provide with its Bid five (5) additional copies of Standard Agreement (Std. 213) with the original signature of the authorized representative of the Bidder."	
19	Section 9	9.5.2.1, Corporate Background and Experience	9-6	Change "Total Project Cost" to "total bid price"	
20	Section 9	9.5.2.3, Staff Qualifications	9-8	Add the following text to paragraph 2. Verify Client References, after the first sentence, "The first attempt may be made by email. If no response is received within four State business days the second and third attempt may be made by phone."	
21	Section 9	9.5.2.3, Staff Qualifications	9-8	Add the following text to paragraph 2. Verify Client References, "Since the Staff Member Performance portion of the Staff Client Reference form is optional, an unmarked form will not be considered a negative response."	
22	Section 9	9.6.2, Bidder Preferences and Incentives	9-11	Change "Local Agency Military Base Recovery Act (LAMBRA)" to "Local Agency Military Base Recovery Area (LAMBRA) Act"	
23	Section 9	9.7, Bidders Final Rank Determination	9-12 – 9-13	Delete the example, including Table 9-6 DVBE, Small Business and TACPA/EZA/LAMBRA Preference Example..	
24	Appendix A	B. Preparation of	A-1	In item 6, delete the text, "In addition, provide with your Bid	

NO.	SECTION	PARAGRAPH / ITEM	PAGES	DESCRIPTION	COMMENT
		Contract		five (5) additional copies of Standard Agreement (Std. 213) with the original signature of the authorized representative of the bidder."	
25	Appendix A	Std 213 placeholder	A-3	Replace reference: "from the Bidders Library" with "provided by the State in the solicitation documents"	
26	Exhibit A-4	6, Reimbursable Travel	A-12 – A-13	Replace all text for paragraph 6 with, "Reimbursable Travel is not applicable for this contract."	
27	Exhibit A-5	1, Invoices	A-17	Replace text: "performance of the work as stated in the Statement of Work" with, "task completion".	
28	Exhibit A-5	1, Invoices	A-17	Delete text: "Invoices shall include appropriate project reimbursable travel expenses with accompanying Travel Authorization and receipts."	
29	Exhibit A-5	1, Invoices	A-17	In the last paragraph, replace, "deliverables associated with…" with "deliverables completed during…"	
30	Exhibit A-5	2, Reimbursable Travel	A-17 – A-18	Replace all text for paragraph 2 with, "Reimbursable Travel is not applicable for this contract."	
31	Exhibit A-5	3, DCSS Point of Contact	A-18	Change Stefanie "Barbera" to "Carpenter"	
32	Exhibit A-5	6, DVBE Certification	A-18 – A-24	Add a new paragraph (6) to Exhibit A-5, "DVBE Certification" with the following text. If, for this agreement, the contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then the contractor must, within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement), certify in a report to the awarding department: (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; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d)) Contractor understands and agrees that should award of this contract be based in part on their commitment to use the	SB 548, Chapter 595 Text insertion on page A-18 affected *page numbers* for all subsequent exhibits.

NO.	SECTION	PARAGRAPH / ITEM	PAGES	DESCRIPTION	COMMENT
				Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC 999.9; Public Contract Code (PCC) 10115.10, or PCC 4110 (applies to public works only).	
33	Appendix B	Internal or External Client Reference	B-7 – B-8	Add the following new definition for "External Client Reference": For the purposes of determining if a client reference is external to the staff member's organization, "organization" may be interpreted broadly, for example, as a public entity, a company, or as a distinct organizational unit within a company or entity, as in "IT organization". Consequently, a project executed by an IT organization in a company where the customer or client is a separate business unit of the company would be considered "external" to the IT organization and the client reference should be from the business unit.	
34	Appendix B	Total Bid Price	B-14	Insert definition for Total Bid Price as: Used primarily in Section 5 to refer to the total bid amount for all services over the maximum period of performance of CSE M&O Services, including both base and option years. Total Bid Price and Total Cost Bid are synonymous.	
35	Appendix B	Total Cost	B-14	Delete definition for Total Cost.	
36	Appendix B	Total Cost Bid	B-15	Insert definition for Total Cost Bid as: Used only in Section 9.6, Cost Evaluation to refer to the total bid amount for all services over the maximum period of performance of CSE M&O Services, including both base and option years. Total Cost Bid and Total Bid Price are synonymous.	

NO.	SECTION	PARAGRAPH / ITEM	PAGES	DESCRIPTION	COMMENT
				For cost evaluation purposes, the Total Cost Bid will be the sum of the Bidder's Total Labor Cost (Exhibit 7-C) and Maximum Labor Cost for Extensions (Exhibit 7-D).	
37	Frequently Asked Questions	2.1	2	Change "… requires that a system meet only 5 of the 10 …" to "… requires that a system meet only 6 of the 10 …"	The FAQ document response to 2.1 was incorrect. IFB Section 5.2.2 is correct.
38	Cost Workbook.xls	Exhibit 7-B		Deleted rows pertaining to Unanticipated Tasks.	
39	Cost Workbook – Sample.xls	Exhibit 7-B		Deleted rows pertaining to Unanticipated Tasks.	

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

707 Third Street
West Sacramento, CA 95798-9052

T 916.376.5000
F 916.376.5018

March 8, 2010

ADDENDUM 5

CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES

IFB CSS-188

CSE SYSTEM MAINTENANCE AND OPERATION SERVICES

The Department of General Services (DGS) is issuing Addendum 5 to the above Invitation for Bid (IFB) to make a change to Section 9.5.2.3.

Sincerely,

/Signature on File/

Christina Cervantes

IT Acquisitions Specialist

Addendum 5
Table of Changes

NO.	SECTION	PARAGRAPH / ITEM	PAGES	DESCRIPTION	COMMENT
40	Section 9	9.5.2.3, Staff Qualifications	9-7 – 9-8	At the end of paragraph 1, change “Qualifying Ratio of 2/7” to “Qualifying Ratio of 2/6”. At the end of the first paragraph under item 3, change “QR of 2/7” to “QR of 2/6”. In the middle of the third paragraph under item 3, change “QR for MQ7 is 2/7” to “QR for MQ7 is 2/6”.	

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9. EVALUATION

This section presents the process and the criteria that DCSS will follow in evaluating Bids submitted in response to this IFB.

Final Bids will be evaluated in a multi-step process to determine the Bid offering the **lowest cost to the State** while meeting all of the State's mandatory requirements, and will not exceed the State's cost cap ($24 million annually). The contract award, if made, will be to the responsible bidder submitting a responsive bid that is the lowest cost after application of any preference requirements, if applicable.

9.1 Receipt of Bids

This procurement process is limited to submitting a Final Bid. All Bids must be delivered to the Procurement Official specified in Section 1.5, Procurement Contacts, at the location, date, and time specified in Section 1.6, Key Action Dates. FINAL BIDS WILL NOT BE ACCEPTED IF LATE.

Upon receipt, each Bid will be verified as properly sealed and date and time stamped. All Final Bids must be submitted in the quantity and format specified in Section 8, Bid Format.

Final Bid submissions shall include costs under separate, sealed cover.

9.2 Bid Security

All Bidder Submissions are confidential and shall be kept in a secured area until the Intent to Award notice has been posted.

9.3 DCSS Evaluation Team

DCSS has established an Evaluation Team comprised of individuals from the DCSS that will be responsible for the review and evaluation of Final Bids. DCSS shall designate a Team Chairperson who will manage the evaluation process. A representative from the DGS will provide guidance and oversight for the evaluation process and will serve as the single point of contact for questions and requests for clarifications during the evaluation process.

The Evaluation Team will be comprised of sub-teams that will each review one or more aspects of the bid. For example, a sub-team of System Software Specialists may review all System Software Specialist resumes for all bidders, while a sub-team of Application Testers reviews all Application Test Analyst resumes for all bidders. In no case will a sub-team consist of less than two (2) persons, and in every case a specific aspect of the bid will be evaluated by the same sub-team for all bidders. All final evaluation determinations will be made by consensus of the applicable sub-team with oversight of the Team Chairperson and the DGS representative.

DCSS may consult additional qualified individuals or Subject Matter Experts (SME), during the evaluation process to assist the Evaluation Team in gaining a better understanding of technical, financial, legal, contractual, project or program issues. These individuals will not have voting or scoring privileges or responsibility for the evaluation process but will serve in a confidential advisory capacity.

9.4 Evaluation of Final Bids

9.4.1 Evaluation Process Summary

The table below presents a summary of the overall evaluation process and illustrates how the Evaluation Team will score each Bid. The subsections that follow provide additional detail regarding this process.

Table 9-1 Evaluation Process

EVALUATION ITEM	MEET REQUIREMENTS
Bid Opening and Content Validation	
Content of Mandatory Requirements met?	Yes/No
If Yes, continue otherwise stop at this point	
Validation Against Mandatory Requirements	
Section 5, Administrative Mandatory Requirements met?	Yes/No
Section 6, SOW Mandatory Requirements met?	Yes/No
Section 8, Bid Format Requirements met?	Yes/No
If Yes, continue otherwise stop at this point	
Any Material Deviations?	Yes/No
If No, continue, otherwise stop at this point	
Contract Review	
Any Material Deviations?	Yes/No
If No, continue, otherwise stop at this point	
Cost Evaluation	
Any Material Deviations?	Yes/No
If No, apply preferences and determine Selected Bidder	

9.4.2 Deviations

During the evaluation process, any material deviations from the IFB requirements shall cause the Bid to be rejected. If all deviations are ruled immaterial, and the Evaluation Team decided that the Bid should not be rejected, the Bid will be evaluated as though no infraction occurred.

The test for materiality shall be as follows:

1. Is the requirement Mandatory or Desirable? If it is mandatory, proceed with answering the following questions. If desirable, Stop; the deviation is immaterial (reference Section 2, Rules Governing Competition, 2.1.2, Desirable Items).
2. Is the response in substantial accord with the solicitation requirement? If YES, the deviation is NOT material for this reason.
3. Does the response provide the bidder an advantage over other bidders? If NO, the deviation is NOT material for this reason.
4. Does the response have a potential significant effect on the delivery of the items bid? If NO, the deviation is NOT material for this reason.

5. Does the response have a potentially significant effect on the quantity of the items bid? If NO, the deviation is NOT material for this reason.
6. Does the response have a potentially significant effect on the quality of the items bid? If NO, the deviation is NOT material for this reason.
7. Does the response have a potentially significant effect on the amount paid to the vendor? If NO, the deviation is NOT material for this reason.
8. Does the response have a potentially significant effect on the cost to the State? If NO, the deviation is NOT material for this reason.

9.4.3 Bid Opening and Content Validation (Pass / Fail)

Final Bids must be delivered to the State Procurement Official at the location and by the date and time specified in Section 1.6, Key Action Dates. The State will record the time of receipt and verify that the Final Bids were received in a sealed condition. Final Bids not received by the date and time specified will be rejected.

All Final Bids received by the time and date specified will be opened. The Final Bids will then be checked for the presence of the relevant information in conformance with the requirements of this IFB. Absence of required information may deem any Final Bid non-responsive and may cause rejection.

Volume 3, Costs, of the Final Bid shall remain sealed until the evaluation of the Administrative Requirements and Statement of Work Requirements are completed.

9.4.4 Validation of Mandatory Requirements (Pass / Fail)

The Mandatory requirements of Sections 5 and 6 are evaluated as Pass/Fail. The State will review the Bidders' response to Section 5, Administrative Requirements and Section 6, Statement of Work Requirements to evaluate each of the Mandatory Requirements.

If a Final Bid fails to meet any of the Mandatory requirements in Section 5, Administrative Requirements and Section 6, Statement of Work Requirements, the State will determine if the deviation is material using the Materiality test in Section 9.4.2, Deviations. If the deviation is determined to be material, the Final Bid will be considered non-responsive. If the deviation is determined to be immaterial the Bid will be accepted as if no deviation had occurred.

9.4.5 Bid Format Review (Pass / Fail)

The Bid format review is scored as Pass/Fail. The State will evaluate the Bid in detail to determine compliance with the IFB requirements, particularly Section 8, Bid Format. If a Final Bid fails to meet any of the submission requirements in Section 8, Bid Format, the State will determine if the deviation is material using the Materiality test in Section 9.4.2, Deviations. If the deviation is determined to be material, the Final Bid will be considered non-responsive. If the deviation is determined to be immaterial the Bid will be accepted as if no deviation had occurred.

9.4.6 Validation of Cost Bid

Volume 3, Cost, of the Final Bid shall remain sealed until the evaluation of the Administrative Requirements and SOW Requirements are completed. A Cost Bid

Certification will be signed by the Procurement Official and retained with the Master bid/contract files. This document can be found at

http://www.documents.dgs.ca.gov/pd/delegations/itcostcert.pdf

Cost Bids will only be opened for responsive Bids from responsible Bidders. On the date of the cost opening, the State will post a list of responsive and responsible Bidders that have passed all Bid evaluation steps to this point. This list will be provided to all bidders and the public in attendance at the cost opening as well as persons who request the list.

Total Labor Cost includes proposed cost for all SOW tasks. The Bidder must submit a Cost Bid that is responsive to Section 7, Cost of this IFB. Costs will be evaluated relative to all Bidders, with award to the lowest cost Bidder, after applying Bidder preferences.

IF A BID IS SUBMITTED THAT EXCEEDS THE ANNUAL COST CAP, THE BID WILL BE REJECTED.

9.5 Evaluation Methodology

The Evaluation Team will review each Bidder's Final Bid to ensure that it contains valid responses to all of the Mandatory Requirements. If a Final Bid lacks a valid response to any of the requirements or is lacking any deliverable, it will be considered non-responsive and may be rejected.

9.5.1 Mandatory Requirements

The Bidder's Final Bid must meet all of the Mandatory Requirements in Section 5, Administrative Requirements, Section 6, Statement of Work Requirements, and Section 8, Bid Format. The State will review all Mandatory Requirements on a Pass/Fail basis. Final Bids with material deviations that do not meet all mandatory requirements will be rejected.

9.5.2 Bidder Qualifications

The final step in evaluating Mandatory Requirements will be to evaluate the Bidder's responses applicable to Bidder Qualifications, including Corporate Background and Experience; Staffing Plan, and Staff Qualifications as described below.

9.5.2.1 Corporate Background and Experience

Corporate Background and Experience will be evaluated based on the first three (3) projects referenced by the Bidder and Subcontractors (if applicable) using the Corporate Background and Experience forms (Exhibit 5-B). Any projects for a Bidder or Subcontractor appearing in the Bid after the first three (3) will not be evaluated. Refer to Section 5, Administrative Requirements, for additional information. The Corporate Client Reference forms (Exhibit 5-C) for both Bidder and Subcontractor references (if applicable) will be reviewed and references may be contacted for verification.

The Evaluation Team will review the Bidder's project documentation to ensure **all of** the following evaluation criteria are met.

- For each project, the Bidder must have provided application maintenance and/or operations services.
- At least one project must include both application maintenance and operations services for a single system.
- Each project must have been certified by the associated Corporate Client Reference for accuracy and satisfactory performance.
- Each project submitted must satisfy at least one of the following criteria, and all criteria must be met by the set of projects submitted:
  - For at least one project, the Bidder must have provided at least 50 full time resources for at least two years.
  - At least one system similar in size and complexity to the CSE system (the system must have exhibited all of the characteristics listed for System Size and Complexity in Table 9-2).
  - At least one system similar in architecture to the CSE system (the system must have utilized at least six (6) of the technologies listed for System Architecture in Table 9-2).
  - At least one public sector information system.

Table 9-2 Comparable System Size and Architecture

CRITERION	VALUE
System Size and Complexity	• System operational specifications included: • Centralized database • Centralized core business application • Batch processing • On-line distributed user access • 2000 total core application users with 1000 peak concurrent users • 1000 remote/distributed users over a wide area network • Business application sized at more than 10,000 function points[15] (or 1,000,000 lines of application code) • Total M&O level of effort of 100,000 hours annually (Note: this is a measure of system size and complexity, not staff provided by the Bidder).
System Architecture	System technical specifications included: • IBM Unix multiple server-based host platform running IBM AIX • DB2 database • IBM WebSphere application server • Java 2 Platform, Enterprise Edition (J2EE) architecture • Web application for on-line user access • Java source code for application business logic • IBM InfoSphere data warehouse

[15] A **function point** is an industry standard, uniform measure of application size.

CRITERION	VALUE
	• Tivoli security and administration tools • Enterprise forms subsystem, such as Adobe Forms • Enterprise reporting products for report development, such as Hyperion and Business Objects

FAILURE TO MEET THE MINIMUM REQUIREMENTS FOR ANY EVALUATION CRITERION FOR CORPORATE BACKGROUND AND EXPERIENCE MAY RESULT IN REJECTION OF THE BID.

For Subcontractors that are proposed at 25% or more of the total bid price (see Section 5.2.5, Subcontractor Corporate Background and Experience), the first three Subcontractor projects will be evaluated based on the Corporate Background and Experience forms (Exhibit 5-B) and Corporate Client Reference forms (Exhibit 5-C) submitted for Subcontractor projects. Any projects for a Subcontractor appearing in the Bid after the first three (3) will not be evaluated.

The Evaluation Team will review all of the Subcontractor's project documentation to ensure **all of** the following evaluation criteria are met.

- For each project, the Subcontractor must have provided application maintenance and/or operations services.
- Each project must have been certified by the associated Corporate Client Reference for accuracy and satisfactory performance.
- Each project submitted must satisfy at least one of the following criteria (only one, not all of the following criteria need be met by a Subcontractor's complement of three (3) projects):
  - A system similar in size and complexity to the CSE system (the system must have exhibited all of the characteristics listed for System Size and Complexity in Table 9-2).
  - A system similar in architecture to the CSE system (the system must have utilized at least five (5) of the technologies listed for System Architecture in Table 9-2).
  - A public sector information system.

FAILURE TO MEET THE MINIMUM REQUIREMENTS FOR ANY EVALUATION CRITERION FOR SUBCONTRACTOR CORPORATE BACKGROUND AND EXPERIENCE IS GROUNDS FOR DISQUALIFICATION OF THE BID.

9.5.2.2 Staffing Plan

The Evaluation Team will separately evaluate each Bidder's submitted Staffing Plan based on the Staffing Plan Requirements stated in Section 5.2.6 Detailed Staffing Plan. The Evaluation Team will evaluate each requirement using the evaluation criteria defined in Table 9-3 to determine whether or not the Bidder's response meets the State's requirements.

FAILURE TO MEET THE MINIMUM REQUIREMENTS FOR ANY STAFFING PLAN REQUIREMENT MAY RESULT IN REJECTION OF THE BID.

Table 9-3 Staffing Plan Evaluation Criteria

CRITERION	DEFINITION
Thoroughness	The Bidder's response to the specific requirement contains an appropriate level of detail and completeness.
Appropriateness	The Bidder's response correctly addresses the specific requirement, reflecting the Bidder's understanding of the requirement.
Presentation	The Bidder's response to the specific requirement is readable, organized, and easy to understand

9.5.2.3 Staff Qualifications

The Evaluation Team will evaluate the Bidder's offered staff based on the Minimum Qualifications (MQs) and Qualifying Ratios (Q/Rs) for the Classification specified in Exhibit 6-B, Staff Qualifications. This evaluation will consist of reviewing the Bidder's resumes to verify that **at least 20 of the 25** initial staff reflected in the Bid meet the MQs and QRs for the applicable classifications as specified in the matrix in the Bidder's Staffing Plan. Table 9-4 shows the number of initial staff and the number of staff that must meet the MQ for each MQ (1-7) for each Classification. For each classification and MQ, the "Qualifying Ratio" is the fraction of staff that must meet the MQ. For example, for the Application Developer III, only 2 of the 6 initial staff must meet MQ7, giving a Qualifying Ratio of 2/6.

Table 9-4 Initial Staffing Profile

CLASSIFICATION	NUMBER OF STAFF	QUALIFYING RATIOS						
		MQ1	MQ2	MQ3	MQ4	MQ5	MQ6	MQ7
Application Architect	1	1	1	1	1	1	1	1
System Architect	1	1	1	1	1	1	1	1
Database Architect	1	1	1	1	1	1	1	1
Application Developer III	6	6	6	6	6	6	6	2
Application Test Analyst III	5	5	5	5	5	5	3	2
Database Administrator III	3	3	3	3	2	3	2	2
System Software Specialist III	8	8	8	8	6	8	3	3
Totals	**25**	**25**	**25**	**25**	**22**	**25**	**17**	**12**

Staff Qualification Evaluation Steps

1. Review Resumes to Verify Minimum Qualifications

   The Evaluation Team will review each Resume provided in the Bidder's response to verify that the MQs the Bidder claims are met by the staff member are supported in the Resume. Any MQ claimed by the Bidder that cannot be verified in the resume will be indicated as "not met" for evaluation purposes. For bid evaluation purposes only, MQs 2 through 7 in each classification will be verified in the resume. MQ 1 in each classification will be

verified using the Staff Client Reference forms. MQs 8-12 will not be verified for bid evaluation purposes.

2. Verify Client References

   The State may contact any or all of the client references indicated on the Staff Client Reference forms (Exhibit 5-D) to confirm the information submitted in the resume related to the specific client reference. The first attempt may be made by email. If no response is received within four State business days the second and third attempt may be made by phone. Negative responses, missing client references, or inability to contact references may be cause for failure to satisfy MQ1, "Satisfactory Client References". Since the Staff Member Performance portion of the Staff Client Reference form is optional, an unmarked form will not be considered a negative response.

3. Determine if Resumes meet Qualifying Ratios

   Once all resumes for a Bidder have been reviewed, the Evaluation Team will determine if the complement of resumes for a classification meet the QRs for the classification (see Table 9-4). For example, if at least two (2) of the resumes for Application Developer III meet MQ7 with a QR of 2/6, the QR is met.

   For Bid evaluation purposes only, if for any classification one or more MQ QRs are not met, the evaluation team will determine how many resumes would need to be replaced or corrected in order to meet all of the QRs. **At least 20 of the 25 required initial resumes submitted with the Bid must be free of defects in order for the Bid to be considered responsive.**

   For example, suppose the Bidder claimed in its Staffing Plan that three (3) of its Application Developer III staff met MQ7 requiring 2 years of child support systems experience. Suppose then that only two (2) of the three (3) referenced resumes for Application Developer III explicitly reflected system experience for a child support system, and one of those was for only one (1) year instead of two (2). Since the QR for MQ7 is 2/6, only one resume would need to be replaced or corrected to meet the QR even though two (2) resumes contained errors. In this case only one resume is considered defective for Bid evaluation purposes. If this were the only error in the Bidder's resumes, the Bidder would have 24 of 25 qualified resumes and the Bid would be considered responsive.

FAILURE TO MEET MINIMUM QUALIFICATIONS IN THE REQUIRED QUALIFYING RATIOS FOR AT LEAST 20 RESUMES MAY RESULT IN REJECTION OF THE BID.

The resume defect threshold above is for the purpose of evaluation and determination of responsive bidders only. If the selected Contractor bids one or more classifications that failed to meet all of the MQs and QRs during the evaluation, the Contractor will be required to correct the resumes or replace proposed staff after contract award as necessary such that all MQs and QRs are met for all classifications. Staff replacements after contract award must be made per the conditions specified in Appendix A, Exhibit A-4, DCSS Special Provisions, paragraph 3, Replacement Staff.

No resume replacements or corrections will be permitted for evaluation purposes after Final Bids have been submitted.

9.6 Cost Evaluation

9.6.1 Total Cost Bid

The Evaluation Team will conduct a separate opening of Bidders' costs, after responses to Section 5, Administrative Requirements, Section 6, Statement of Work Requirements, and Section 8, Bid Format have been evaluated. Costs will be opened only for responsive Bids from responsible Bidders that pass the Mandatory Administrative and Statement of Work Requirements evaluation.

IF A BID IS SUBMITTED THAT EXCEEDS THE ANNUAL COST CAP IN ANY YEAR, THE BID WILL BE REJECTED.

The required cost figures will be checked for mathematical accuracy. Errors and inconsistencies will be dealt with according to procedures contained in Section 2.3.7.4, Errors in the Final Bid. Only those cost adjustments will be made by the procedures which are described in this IFB. Any adjustments in cost calculations will be made based on the hourly rates reflected in Exhibit 7-A.

Once the Evaluation Team has evaluated the cost data and verified that it meets all submission and formatting requirements, the Evaluation Team will evaluate the cost data and determine the Bidder's Total Cost Bid. The Total Cost Bid will be the sum of the Bidder's Total Labor Cost (Exhibit 7-C) and Maximum Labor Cost for Extensions (Exhibit 7-D).

9.6.2 Bidder Preferences and Incentives

Adjustments for preference claims (TACPA, EZA, LAMBRA and Small Business) and DVBE participation incentives will be performed after calculating the Total Cost Bid and rank ordering Bidders.

Application of Bidder preferences shall be limited as specified in Government Code Section 1896.8e.

> In no event shall the amount of the small business or non-small business subcontractor preferences awarded on a single bid exceed $50,000, and in no event shall the combined cost of the small business or non-small business subcontractor preference and preferences awarded pursuant to any other provision of law exceed $100,000. In bids that the state has reserved the right to award by line item, or make multiple awards, the small business preference shall be applied to maximize the participation of small businesses.

<u>Small Business (SB) Preference</u>

Small businesses will be granted the five percent (5%) small business preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced, responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Government Code Section 1896.8, and when the small business:

1. Has included in its bid a notification to the awarding department that it is a small business or that it has submitted to the Department a complete application pursuant to Section 1896.14 no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department as a small business;

2. Has submitted a timely, responsive bid; and
3. Is determined to be a responsible bidder.

Non-Small Business (NS) Preference

For evaluation purposes only, a five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the Total Cost Bid with one of more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontractors (Bidder Declaration GSPD-05-105) must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the percentage of the Total Cost Bid (as specified in the solicitation) per subcontractor.

Bidders claiming the five percent (5%) NS preference must commit to subcontract at least twenty-five percent (25%) of the Total Cost Bid with one or more California certified small businesses. Completed certification applications and required support documents must submitted to the Office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid due date, and the OSDC must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940.

DVBE Incentive Option With 3% DVBE Program Requirement

In accordance with section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The actual incentive amount shall be based on the amount of DVBE participation obtained, according to the table below. The maximum incentive for this solicitation is two percent (2%) of the lowest Total Cost Bid of responsive and responsible bidders or $100,000, whichever is less. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed $100,000. The DVBE incentive amount shall be subtracted from the Total Cost Bid of responsive bids eligible to receive the incentive for the purpose of determining the successful Bidder.

Table 9-5 DVBE Incentive

CONFIRMED DVBE PARTICIPATION	DVBE INCENTIVE %
5% or more	2%
4% to 4.99%	1%
3% to 3.99%	0%

TACPA, EZA, LAMBRA

The following preferences will be granted for California based bidders that meet the terms of the program.

- Target Area Contract Preference Act (TACPA)
- Enterprise Zone Act (EZA)
- Local Agency Military Base Recovery Area (LAMBRA) Act

A 5% preference, not to exceed $50,000, shall be computed from the lowest responsive and responsible Bidder's Total Cost Bid and shall constitute the TACPA/EZA/LAMBRA Preference. The TACPA/EZA/LAMBRA preference shall be subtracted from the Total Cost Bid of all responsive bids eligible to receive the preference.

9.7 Bidders Final Rank Determination

The State will select the successful Bidder on the basis of the lowest Total Cost Bid among all Final Bids that are responsive to the IFB requirements, after applying applicable preferences and incentives. Adjustments for bidder preferences and incentives will be used to determine ranking for selection only; contract award will be for the actual bid amount.

A Final Bid will be judged responsive if it meets all of the following criteria:

- The Final Bid conforms to IFB Section 2, Rules Governing Competition.
- The Final Bid meets all Mandatory Requirements in Section 5, Administrative Requirements, Section 6, Statement of Work Requirements, and Section 8, Bid Format.

The Evaluation Team will determine which Bidder's Final Bid has the lowest Final Cost Bid by rank ordering Bids by Total Cost Bid and applying Bidder Preferences.

The final rank determination and selection shall be calculated as follows:

1. Rank order the Bids from responsive and responsible bidders in order of the Total Cost Bid. The Bidder with the lowest Total Cost Bid is rank ordered number 1 and is the Lowest Cost Bidder.
2. If the Lowest Cost Bidder is a small business, exclude all non-small businesses from further evaluation. The selected bidder will be determined from among qualified small businesses only. Note that for this step, "qualified small businesses" do not include "non-small businesses contracting at least 25% to a small business". If there is only one qualified small business, stop! The Lowest Cost Bidder is selected. No further incentives or preferences will be applied as a small business cannot be displaced by a non-small business by application of any other incentive or preference.
3. If the Lowest Cost Bidder is not a small business, calculate and apply the SB preference amount to eligible bids. Note that for this step, the SB preference

does not include the "non-small businesses contracting at least 25% to a small business" (NS) preference.

4. Rank order the Bids after applying the SB Preference. The Bidder with the lowest Total Cost Bid is ranked number 1 and is the New Lowest Cost Bidder.
5. If the New Lowest Cost Bidder is a small business, exclude all non-small businesses from further evaluation. If there is only one qualified small business, stop! The New Lowest Cost Bidder is selected.
6. Calculate and apply the DVBE Incentive amount for each qualified Bidder. The DVBE incentive will be limited such that the total of all incentives and preferences for a bidder does not exceed $100,000.
7. Calculate and apply NS and economic preferences. Preference amounts will be limited such that the total of all incentives and preferences for a bidder does not exceed $100,000.
8. Rank order the Bids after applying incentives and other preferences. The selected bidder shall be the lowest cost bidder after applying incentives and preferences.

SELECTION

Award of contract, if made, will be in accordance with the IFB information on Evaluation to a responsible bidder whose bid complies with all the requirements of the IFB documents and any addenda thereto, except for such immaterial defects as may be waived by the State. The State reserves the right at any time to reject any or all Bids.

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Addendum 6 Changes

NO.	SECTION	PARAGRAPH / ITEM	PAGES	DESCRIPTION
	Section 1	1.6, Key Action Dates	1-3	Add the Optional Confidential Discussion dates and change the Last Day to Submit Final Bids or Final Bid Supplements and Cost Opening Date.
	Section 2	2.3.2.4, Confidential Discussion with Each Bidder	2-6	Added Language
	Section 2	2.3.2.5 Discussion Memorandum	2-7	Added Language
	Section 2	2.3.3.1 Draft Bid	2-7	Added Language
	Section 2	2.3.7.4 (7) Errors in the Final Bid	2-12	Added Language - “(in whole or in part)” to the first sentence of paragraph 7.
	Section 5	5.3.4, Insurance Documents	5-10, 5-11	Revised existing language and added language.
	Section 8	8.3 , Bid Format and Content Detail for Final Bid Supplement Due June 22, 2010	8-6	Added a new subsection.
	Section 8	8.4 Volume Content	8-7 – 8-8	Added a new subsection.
	Section 9	9.4 Draft Bids	9-2	Added a new subsection
	Section 9	9.5.4 Validation of Mandatory Requirements	9-7	Added Language

Addendum 6 Changes
IFB CSS 188

CSE M&O Services Invitation for Bid

NO.	SECTION	PARAGRAPH / ITEM	PAGES	DESCRIPTION

IMPORTANT NOTICE TO ALL BIDDERS

Solicitation No. IFB CSS 188

This solicitation/acquisition is being conducted under Public Contract Code § 12125, et seq., the Alternative Protest Process.

Submission of a bid constitutes consent of the bidder for participation in the Alternative Protest Process.

Any protests filed in relation to the proposed contract award shall be conducted under the procedures in this document for the Alternative Protest Process.

ANY BIDDER WISHING TO PROTEST THE PROPOSED AWARD OF THIS SOLICITATION MUST SUBMIT A WRITTEN NOTICE OF INTENT TO PROTEST (FACSIMILE ACCEPTABLE) TO THE COORDINATOR BEFORE THE CLOSE OF BUSINESS ON THE LAST DAY OF THE PROTEST PERIOD, WHICH WILL BE ESTABLISHED IN THE NOTICE OF INTENT TO AWARD. FAILURE TO SUBMIT A TIMELY, WRITTEN NOTICE OF INTENT TO PROTEST WAIVES THE BIDDER'S RIGHT TO PROTEST.

Alternative Protest Process Coordinator/Dispute Resolution

Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Voice: (916) 375-4587
Fax: (916) 375-4611

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1. INTRODUCTION AND OVERVIEW

1.1 Purpose of this Invitation for Bid

The purpose of this Invitation for Bid (IFB) is to obtain the services of a Contractor to provide maintenance and operations (M&O) services for the Child Support Enforcement (CSE) system. The contract award, if made, will be to the responsible bidder submitting a responsive bid that is the lowest cost after application of any preference and incentive requirements, if applicable. The term of the contract shall be three (3) years from the contract start date. At the State's option, the Contract may be extended in increments of two (2) years, up to six (6) additional years. The maximum cost for the CSE M&O Services contract will be capped at $24 million annually. The CSE M&O Services Contractor shall perform all of the services specified in Section 6, Statement of Work Requirements, on-site at State facilities in Rancho Cordova, California, except as specifically identified in this IFB.

The CSE system is managed under the authority of the Department of Child Support Services (DCSS). Responsibility for managing and delivering M&O services is currently being transitioned from the integration contractor to the State via a knowledge management/transfer program that is an integral part of the integration contract and project plan. By the end of the current contract, M&O services will be provided by State staff assisted by contract services where appropriate, with the State taking full responsibility for M&O service delivery. To fulfill this responsibility, the Department must have in place all the resources, including personnel, equipment, and facilities, required to continue CSE System operations without impact to system reliability, availability and performance. Over the nine (9) year maximum contract term, the State intends to transition all tasks to State employees as positions are approved and funded. Therefore, the contract staff will be reduced as State positions are filled and staff are trained.

1.2 Background

Pursuant to federal law under the Family Support Act (FSA) of 1988 and Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA), California is mandated to create and maintain a single, statewide child support automation system. There are two distinct components of a single statewide system: the Child Support Enforcement System and the State Disbursement Unit (SDU). The CSE System provides the core automated functionality in support of the overall Child Support Program. The SDU, which interfaces with the CSE system, is responsible for collection and disbursement of child support payments.

Chapter 479, Statutes of 1999 (AB 150), established the Department of Child Support Services, and required the Franchise Tax Board (FTB) to procure, develop, implement, and maintain the CSE System in all California counties. In 2000, DCSS was authorized to conduct an alternative procurement for the CSE System, and a CSE Feasibility Study Report (FSR) was approved in June 2003. The FSR covered a ten-year period that extends through June 2013.

In July 2003, a competitive procurement resulted in a contract award to the IBM Alliance (including IBM, Accenture, and CGI) for development and implementation of the CSE System. The initial operational version of the CSE System and SDU services were implemented by September 2005, and all California counties were transitioned to the SDU by April 2006 and to CSE by November 2008. The CSE System integration contract included a two-year post-full-implementation maintenance and operations period. Consistent with the CSE FSR, DCSS is currently transitioning responsibility for M&O from the IBM Alliance to the State.

1.3 Scope of IFB and Bidder Admonishment

This IFB is being conducted under the procedures developed by the State of California, Department of General Services (DGS) as provided under Public Contract Code Section 12100, et seq. This IFB contains the instructions governing the requirements for a firm quotation to be submitted by interested bidders. The format that bid information is to be submitted and the material to be included therein follows. This IFB also addresses the requirements that bidders must meet to be eligible for consideration, as well as addressing bidders' responsibilities before and after contract award.

IN ORDER TO BE AFFORDED THE BENEFITS OF THE STEPS INCLUDED IN THIS IFB, THE BIDDER MUST TAKE THE RESPONSIBILITY TO:

- Carefully read the entire IFB;
- Ask appropriate questions in a timely manner, if clarification is necessary;
- Submit all complete, required responses by the required dates and times;
- Make sure that all procedures and requirements of the IFB are accurately followed and appropriately addressed; and
- Carefully reread the entire IFB before submitting each bid.

1.4 Availability

The awarded Contractor must be able to meet the requirements of this IFB and begin work on or before the Contractor Start Work Date specified in Section 1.6, Key Action Dates.

1.5 Procurement Contacts

All correspondence should be sent to the Procurement Official listed below. If delivering your correspondence in person, please contact the Procurement Official below to schedule an appointment for delivery. Protests of the Contract Award must follow the procedures outlined in Section 2.5.4, Protests.

Christina Cervantes
Department of General Services

Procurement Division, Technology Acquisitions Branch (TAB)
707 Third Street, 2nd Floor
West Sacramento, CA 95605
(916) 375-4494 Fax: 376-6238
Email: Christina.Cervantes@dgs.ca.gov

1.6 Key Action Dates

Listed below are the key actions and dates by which these actions must be taken or completed. If the State needs to change any of the dates up to the submission of the Final Bids, it will be accomplished via an addendum to this IFB.

Table 1-1 Key Action Dates

ACTIONS	TIME[1]	DATES
1. Release of IFB		1/14/2010
2. Bidders' Conference (attendance optional) LOCATION: Dept of Child Support Services 11120 International Drive, Room 1340-1341 Rancho Cordova, CA 95741-9064	10:00 a.m.	1/26/2010
3. Last day to Submit Exhibit 1-B, Letter of Intent to Bid	5:00 p.m.	2/4/2010
4. Last Day to Request a Change in the Requirements of the IFB[2]	5:00 p.m.	2/4/2010
5. Last day to Submit Questions for Clarification of IFB	5:00 p.m.	2/17/2010
6. Last Day to Submit Protests of the IFB Requirements[3]	5:00 p.m.	2/23/2010
7. Optional Confidential Discussions	8:00 a.m. – 5:00 p.m.	6/2/2010 – 6/8/2010
8. Last Day to Submit Final Bids or Final Bid Supplements[4]	5:00 p.m.	6/22/2010
ALL DATES SUBSEQUENT TO THE FINAL BID SUBMISSION ARE APPROXIMATE AND MAY BE ADJUSTED WITHOUT AN ADDENDUM TO THIS IFB.		
9.		
10. Opening of Costs LOCATION: Department of Child Support Services 11150 International Drive, Lobby Rancho Cordova, CA 95741	10:00 a.m.	6/29/2010
11. Issuance of the Notice of Intent to Award		7/21/2010
12. Last Day to Protest Selection	5:00 p.m.	7/23/2010
13. Award Contract[5]		7/28/2010
14. Contractor Start Work Date	8:00 a.m.	9/1/2010

[1] All times are in "Pacific Time," either "Daylight Time" or "Standard Time" as applicable for California.
[2] Or five (5) days following the last Addendum that changes the requirements of the IFB. Refer to Section 2.2.4, Questions regarding the IFB.
[3] Last day to submit a protest of the IFB requirements may be adjusted to five (5) working days following the last addendum that changes the requirements of the IFB, if any. Refer to Section 2.5.4, Protests.
[4] Final Bids or Final Bid Supplements must be submitted to the Procurement Official listed in Section 1.5 Procurement Contacts. Bidders: Review Exhibit 1-A Final Bid Checklist prior to submitting Final Bid.
[5] Award of contract is contingent upon State and Federal approvals.

1.7 Intention to Bid

Bidders that want to participate in the IFB steps must submit a Letter of Intent to Bid (Exhibit 1-B) by the Key Action Date listed in Section 1.6, Key Action Dates in accordance with Section 2.2.6, Supplier's Intention to Submit a Bid. Only those Bidders acknowledging interest in this IFB will continue to receive additional correspondence throughout this procurement. The letter should identify the contact person for the solicitation process, as well as a phone and fax number (refer to IFB Exhibit 1-B, Letter of Intent to Bid). The State is responsible for notifying one (1) contact person per bidder. Information related to a Bidder will only be given to the designated contact person. It shall be the Bidder's responsibility to immediately notify the Procurement Official, identified in Section 1.5 Procurement Contacts, in writing, regarding any revision to the information. The State shall not be responsible for bid correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, about any change pertaining to the designated contact person.

1.8 Bidders Library

The State will maintain a Bidders Library. Bidders will be able to download copies of the Bidders Library documents from the following website:

http://www.childsup.ca.gov/acquisitions

All bidders should review the Bidders Library documents. Documents within the Bidders Library may be added, deleted, and/or modified throughout the IFB process. Bidders will be notified of changes to the Bidders Library via BidSync.

1.9 Americans with Disabilities Act (ADA)

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

For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the Procurement Official identified in Section 1.5 Procurement Contacts. You may also contact the State at the numbers listed below.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST FOR REASONABLE MODIFICATION AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922 or 1-888-877-5379

TTY: 1-800-735-2929 or
1-888-877-5378

Speech to Speech: 1-800-854-7784

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Exhibit 1-A BIDDER'S FINAL BID CHECKLIST

- DOES YOUR FINAL BID SUBMITTAL DOCUMENTATION FOLLOW THE FORMAT SPECIFIED IN SECTION 8 (BID FORMAT) IN THE IFB?
  - ⇒ COVER LETTER WITH ORIGINAL SIGNATURE INCLUDED?
  - ⇒ LABELED VOLUMES AS IDENTIFIED AND IN THE SPECIFIED NUMBER OF COPIES?
  - ⇒ NO COST DATA PROVIDED IN ANY VOLUMES EXCEPT VOLUME 3
- IS THE CONTRACT IN YOUR FINAL BID AND IN ORDER?
  - ⇒ CONTRACT SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE FIRM?
  - ⇒ HAVE ALL BLANK AREAS IN THE CONTRACT LANGUAGE BEEN COMPLETED?
  - ⇒ HAVE THE COSTS FOR ALL EQUIPMENT AND SERVICES BEING OFFERED IN THE FINAL BID BEEN IDENTIFIED IN THE APPLICABLE EXHIBITS OF THE CONTRACT?
  - ⇒ HAVE THE CALCULATIONS FOR THE ABOVE COSTS BEEN CHECKED FOR ACCURACY?
  - ⇒ DO THE COSTS ENTERED ON THE COST SHEETS IN VOLUME 3 OF THE FINAL BID SUBMITTAL CORRESPOND WITH THOSE COSTS IDENTIFIED IN THE CONTRACT EXHIBIT(S)?

IN THE "CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS" PACKET, IS THE "DVBE PROGRAM REQUIREMENTS SUPPLIER CHECKLIST" FOR ASSISTING BIDDERS IN THE COMPLETION AND SUBMISSION OF REQUIRED DOCUMENTS FOR THE REQUIREMENT.

BIDDERS: THE STATE MAKES NO WARRANTY THAT THE CHECKLIST IS A FULL COMPREHENSIVE LISTING OF EVERY REQUIREMENT SPECIFIED IN THE SOLICITATION. CHECKING OFF THE ITEMS ON THE CHECKLIST DOES NOT ESTABLISH YOUR FIRM'S INTENT NOR DOES IT CONSTITUTE RESPONSIVENESS TO THE REQUIREMENT(S). THE CHECKLIST IS ONLY A TOOL TO ASSIST PARTICIPATING BIDDERS IN COMPILING THEIR FINAL BID RESPONSE. BIDDERS ARE ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION. THE NEED TO VERIFY ALL DOCUMENTATION AND RESPONSES PRIOR TO THE SUBMISSION OF FINAL BIDS CANNOT BE OVER EMPHASIZED.

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Exhibit 1-B Letter of Intent to Bid

Date: _____

Christina Cervantes
Department of General Services
Procurement Division, Technology Acquisitions Branch (TAB)
707 Third Street, 2nd Floor
West Sacramento, CA 95605

Reference: IFB CSS 188

This is to notify you that <insert company's name> intends to (bidders should select one of the options below).

1. ☐ Submit a bid and has no problem with the IFB requirements.
2. ☐ Submit a bid, but has one or more problems with the IFB requirements for reasons stated in this response.
3. ☐ Decline to submit a bid for reasons stated in this response, and has no problem with the IFB requirements.
4. ☐ Decline to submit a bid because of one or more problems with the IFB requirements for reasons stated in this response.

(If the bidder selects options 2, 3, or 4, the reasons should be stated on a separate page with the Letter of Intent to Bid).

The individual to whom all information regarding this IFB should be transmitted is:

- Company Name: _____
- Contact Person: _____
- Address: _____
- City, State, & Zip: _____
- Phone Number: _____ Fax Number: _____
- E-mail Address _____

Sincerely,

_____
Signature of Company Representative

_____
Printed/Typed Name and Title of Company Representative

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2. RULES GOVERNING COMPETITION

2.1 Identification and Classification of IFB Requirements

2.1.1 Requirements

The State has established certain requirements with respect to bids to be submitted by prospective contractors. The use of "shall," "must," or "will" (except to indicate simple futurity) in the IFB indicates a requirement or condition which is mandatory. A deviation, if not material, may be waived by the State. A deviation from a requirement is material if the deficient response is not in substantial accord with the IFB requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity or quality of items bid,* amount paid to the supplier, or on the cost to the State. Material deviations cannot be waived.

2.1.2 Desirable Items

The words "should" or "may" in the IFB indicate desirable attributes or conditions, but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, even if material, will not in itself cause rejection of the bid.*

2.2 Bidding Requirements and Conditions

2.2.1 General

This IFB, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of goods and services by public bodies in the State of California. A bidder's Final Bid is an irrevocable offer for 300 days following the scheduled date for contract award specified in Section 1. A bidder may extend the offer in the event of a delay of contract award.

2.2.2 IFB Documents

This IFB includes, in addition to an explanation of the State's needs which must be met, instructions which prescribe the format and content of bids to be submitted and the model(s) of the contract(s) to be executed between the State and the successful bidder(s).

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB, the bidder shall immediately notify the Procurement Official identified in Section 1 of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to Paragraph 2.2.7, Addenda, below. Such clarifications shall be given by written notice to all parties who have identified themselves as bidders to the Procurement Official identified in Section 1, without divulging the source of the request for same. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible therefore.

*If this solicitation document is an IFB, the word "bid" as used throughout is intended to mean "proposed," "propose" or "proposal" as appropriate.

If the IFB contains an error known to the bidder, or an error that reasonably should have been known, the bidder shall bid at its own risk. If the bidder fails to notify the State of the error prior to the date fixed for submission of bids, and is awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.2.3 Examination of the Work

The bidder should carefully examine the entire IFB and any addenda thereto, and all related materials and data referenced in the IFB or otherwise available to the bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work. Specific conditions to be examined may be listed in the IFB section on ADMINISTRATIVE REQUIREMENTS and/or the section on STATEMENT OF WORK REQUIREMENTS.

2.2.4 Questions Regarding the IFB

Bidders requiring clarification of the intent or content of this IFB or on procedural matters regarding the competitive bid process may request clarification by submitting questions, in an email or envelope clearly marked "Questions Relating to IFB CSS 188" (using the IFB identification on the IFB title page), to the Procurement Official listed in Section 1. To ensure a response, questions must be received in writing by the scheduled date(s) given in Section 1. Question and answer sets will be provided to all bidders without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

A bidder who desires clarification or further information on the content of the IFB, but whose questions relate to the proprietary aspect of that bidder's bid and which, if disclosed to other bidders, would expose that bidder's bid, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date specified in Section 1 to ensure a response. The bidder must explain why any questions are sensitive in nature. If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the bid, the question will be answered and both the question and answer will be kept in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the bidder will be so notified.

If the bidder believes that one or more of the IFB requirements is onerous, unfair, or imposes unnecessary constraints to the bidder in proposing less costly or alternate solutions, the bidder may request a change to the IFB by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change. Such request must be submitted to the Procurement Official by the date specified in Section 1 for submitting a request for change. **Oral answers shall not be binding on the State.**

2.2.5 Bidders' Conference

A Bidders' Conference may be held, during which suppliers will be afforded the opportunity to meet with State personnel and discuss the content of the IFB and the procurement process. Suppliers are encouraged to attend the Bidders’ Conference.

The time, date and place of such conference, if held, is included in the Key Action Dates specified in Section 1.

The State may also accept oral questions during the conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. If questions asked at the conference cannot be adequately answered during the discussion, answers will be provided in writing at a later date. Oral answers shall not be binding on the State.

2.2.6 Supplier's Intention to Submit a Bid

Suppliers who want to participate in the bidding process are asked to state their intention by the date specified in Section 1, KEY ACTION DATES, with respect to submission of bids. The State is also interested as to a supplier's reasons for not submitting a bid; as, for example, requirements that cannot be met or unusual terms and conditions which arbitrarily raise costs. Suppliers are asked to categorize their intent as follows:

a. Intends to submit a bid and has no problem with the IFB requirements.

b. Intends to submit a bid, but has one or more problems with the IFB requirements for reasons stated in this response.

c. Does not intend to submit a bid, for reasons stated in this response, and has no problem with the IFB requirements.

d. Does not intend to submit a bid because of one or more problems with the IFB requirements for reasons stated in this response.

If a supplier intends to submit a bid, the letter should include additional information identified in Section 1, INTENTION TO BID. If suppliers have indicated significant problems with the IFB requirements, the State will examine the stated reasons for the problems and will attempt to resolve any issues in contention, if not contrary to the State's interest, and will amend the IFB if appropriate. All suppliers who have submitted an intention will be advised by the State of any actions taken as a result of the suppliers' responses. If after such actions, a supplier determines that the requirements of the IFB unnecessarily restrict its ability to bid, the supplier is allowed five (5) working days to submit a protest to those IFB requirements or the State's action, according to the instructions contained in Paragraph 2.5.4 of this section.

Hereafter, for the purposes of the instructions of this IFB, all suppliers who have indicated their intent to submit a Final Bid are called bidders until such time that the bidder withdraws or other facts indicate that the bidder has become nonparticipating. Should a bidder not participate in a bid step, the State reserves the right to drop them from the participating bidder list and they will not receive any further correspondence until they contact the Procurement Official to indicate that they would like further correspondence.

2.2.7 Addenda

The State may modify the IFB prior to the date fixed for Contract Award by issuance of an addendum to all bidders who are participating in the bidding process at the time the addendum is issued, unless the amendments are such as to offer the

opportunity for nonparticipating bidders or supplies that submitted an intention to become participating, in which case the addendum will also be sent to those parties. Addenda will be numbered consecutively. If any supplier determines that an addendum unnecessarily restricts its ability to bid, the supplier is allowed five (5) working days to submit a protest to the addendum according to the instructions contained in Paragraph 2.5.4 of this section.

2.2.8 Plastic Trash Bag Certification Violations

Public Resources Code Section 42290 et seq. prohibits the State from contracting with any supplier, manufacturer, or wholesaler, and any of its divisions, subsidiaries, or successors that have been determined to be noncompliant to the recycled content plastic trash bag certification requirements. This includes award of a State contract or subcontract or renewal, extension, or modification of an existing contract or subcontract. Prior to award the State shall ascertain if the intended awardee or proposed subcontractor is a business identified on the current California Integrated Waste Management Board noncompliant list(s). In the event of any doubt of the status or identity of the business in violation, the State will notify the Board of the proposed award and afford the Board the opportunity to advise the State. No award will be made when either the bidder or a subcontractor has been identified either by published list or by advice from the Board, to be in violation of certification requirements.

2.2.9 Bonds (NOT APPLICABLE)

2.2.10 Discounts

In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the State, time will be computed from date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the State, date of delivery shall mean the date the supplies or equipment are accepted by the State during the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the State warrant or check.

Cash discounts offered by bidders for the prompt payment of invoices will not be considered in evaluating offers for award purposes; however, all offered discounts will be taken if the payment is made within the discount period, even though not considered in the evaluation of offers.

2.2.11 Joint Bids (NOT APPLICABLE)

2.2.12 Air or Water Pollution Violations

Unless the contract is less than $25,000 or with a non-competitively bid contractor, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any state or federal air or water pollution control law.

Prior to an award, the State shall ascertain if the intended awardee is a person included in notices from the Boards. In the event of any doubt of the intended

awardee's identity or status as a person who is in violation of any state or federal air or water pollution law, the State will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the Department that the intended awardee is such a person.

No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of state or federal air or water pollution control laws.

2.2.13 Fair Employment and Housing Commission Regulations

The California Government Code Section 12990 requires all State contractors to have implemented a Nondiscrimination Program before entering into any contract with the State. The Department of Fair Employment and Housing (DFEH) randomly selects and reviews State contractors to ensure their compliance with the law. DFEH periodically disseminates a list of suppliers who have not complied. Any supplier so identified is ineligible to enter into any State contract.

2.2.14 Exclusion for Conflict of Interest

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

2.2.15 Seller’s Permit (NOT APPLICABLE)

2.2.16 Disclosure of Financial Interests

Bids in response to State procurements for assistance in preparation of feasibility studies or the development of recommendations for the acquisition of IT products and services must disclose any financial interests (i.e., service contract, Original Equipment Manufacturer (OEM) agreements, remarketing agreements, etc.) that may foreseeably allow the individual or organization submitting the proposal to materially benefit from the State's adoption of a course of action recommended in the feasibility study or the acquisition recommendations. If, in the State's judgment, the financial interest will jeopardize the objectivity of the recommendations, the State may reject the proposal.

2.2.17 Unfair Practices Act and Other Laws

Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable State and Federal laws and regulations.

2.3 Bidding Steps

2.3.1 General

The procurement process to be used in this acquisition is composed of at least one phase of bid development. **REFER TO SECTION 1 TO DETERMINE WHICH PHASES AND STEPS ARE INCLUDED IN THIS IFB. REFERENCES IN THIS SECTION 2 TO STEPS NOT INCLUDED IN SECTION 1 ARE NOT APPLICABLE TO THIS IFB.** There is always a Final Phase, which may include a Draft Bid and revisions, and will always include a Final Bid. Prior to the Final Phase, there may be a Compliance Phase. The possible steps of the Compliance Phase are a Conceptual Proposal, Detailed Technical Proposal and revisions of either or both. A description of these phases and their steps follows.

The Final Bid is a mandatory step for all bidders; all other steps are optional. However, all bidders are strongly encouraged to follow the scheduled steps of this procurement to increase the chance of submitting a compliant Final Bid. **Cost submitted in any submission other than the Final Bid may preclude the bidder from continuing in the process.**

2.3.2 Compliance Phase (NOT APPLICABLE)

2.3.2.1 Conceptual Proposal (NOT APPLICABLE)

2.3.2.2 Detailed Technical Proposal (NOT APPLICABLE)

2.3.2.3 Evaluation of Proposals and Discussion Agenda (NOT APPLICABLE)

2.3.2.4 Confidential Discussion with Each Bidder

In accordance with the discussion agenda, the evaluation team will meet with each bidder for the purpose of discussing the Draft Proposal in detail. The bidder may bring to the discussion those persons who may be required to answer questions or commit to changes. As the first order of business, the bidder may be asked to give a short proposal overview presentation. To the maximum extent practical, the bidder will address the major concerns of the evaluation team, as expressed in the Discussion Agenda, and should be prepared to answer any questions that may arise as a result of the presentation. The participants will then proceed to discuss each of the agenda items.

The State will not make counter proposals to a bidder's proposed solution to the IFB requirements. The State will only identify its concerns, ask for clarification, and express its reservations if a particular requirement of the IFB is not, in the opinion of the State, appropriately satisfied. The primary purpose of this discussion is to ensure that the bidder's Final Bid will be responsive.

Note: In lieu of, or in addition to these Confidential Discussions, Confidential Discussions may be included in the Final Phase. Confidential Discussions will be identified in Section I, Key Action Dates.

2.3.2.5 Discussion Memorandum

Throughout the Confidential Discussion a written record will NOT be kept of all items discussed. **Oral statements made by either party shall not obligate either party.**

2.3.2.6 Rejection of Bidder's Proposal (NOT APPLICABLE)

2.3.2.7 Submission of Amended Proposal (NOT APPLICABLE)

2.3.3 Final Phase

The purpose of the Final Phase is to obtain bids that are responsive in every respect. This phase may include a Draft Bid and will always include a Final Bid, as described below:

2.3.3.1 Draft Bid

The purpose of the Draft Bid is to provide the State with an "almost final" bid in order to identify any faulty administrative aspect of the bid which, if not corrected, could cause the Final Bid to be rejected for ministerial reasons.

The Draft Bid should correspond to submittals and agreements of the Compliance Phase, if required, and must be complete in every respect as required by the RFP section on PROPOSAL AND BID FORMAT, except cost. **The inclusion of cost information in the Draft Bid will be a basis for rejecting the bid and notifying the bidder that further participation in the procurement is prohibited.**

REVIEW OF THE DRAFT BID BY THE STATE MAY INCLUDE CONFIDENTIAL DISCUSSIONS WITH INDIVIDUAL BIDDERS AND WILL PROVIDE FEEDBACK TO THE BIDDER PRIOR TO SUBMITTAL OF THE FINAL PROPOSAL. IF NO SUCH DISCUSSION STEP IS INCLUDED IN THE KEY ACTION DATES THEN THE REVIEW OF THE DRAFT BID DOES NOT INCLUDE ANY ASSESSMENT OF THE BID'S RESPONSIVENESS TO THE TECHNICAL REQUIREMENTS OF THE RFP. Regardless of the inclusion of a confidential discussion, the State will notify the bidder of any defects it has detected in the Draft Bid, or of the fact that it did not detect any such defects. Such notification is intended to minimize the risk that the Final Bid will be deemed defective; however, THE STATE WILL NOT PROVIDE ANY WARRANTY THAT ALL DEFECTS HAVE BEEN DETECTED AND THAT SUCH NOTIFICATION WILL NOT PRECLUDE REJECTION OF THE FINAL BID IF SUCH DEFECTS ARE LATER FOUND.

If the State finds it necessary, the State may call for revised Draft Bid submittals, or portions thereof. The bidder will be notified of defects discovered in these submittals as well. Again THE STATE WILL NOT PROVIDE ANY WARRANTY THAT ALL DEFECTS HAVE BEEN DETECTED AND THAT SUCH NOTIFICATION WILL NOT PRECLUDE REJECTION OF THE FINAL BID IF SUCH DEFECTS ARE LATER FOUND.

2.3.3.2 Final Bid

The Final Bid must be complete, including all cost information, required signatures, and contract language changes agreed to in writing. If required in the IFB section

BID FORMAT, cost data (as identified in the above referenced section) must be submitted under separate, sealed cover. CHANGES THAT APPEAR IN THE FINAL BID, OTHER THAN CORRECTION OF DEFECTS, INCREASE THE RISK THAT THE FINAL BID MAY BE FOUND DEFECTIVE.

2.3.4 Confidentiality

FINAL BIDS ARE PUBLIC UPON OPENING; HOWEVER, THE CONTENTS OF ALL PROPOSALS, DRAFT BIDS, CORRESPONDENCE, AGENDA, MEMORANDA, WORKING PAPERS, OR ANY OTHER MEDIUM WHICH DISCLOSES ANY ASPECT OF A BIDDER'S BID SHALL BE HELD IN THE STRICTEST CONFIDENCE UNTIL NOTICE OF INTENT TO AWARD. BIDDERS SHOULD BE AWARE THAT MARKING A DOCUMENT "CONFIDENTIAL" OR "PROPRIETARY" IN A FINAL BID MAY EXCLUDE IT FROM CONSIDERATION FOR AWARD AND WILL NOT KEEP THAT DOCUMENT FROM BEING RELEASED AFTER NOTICE OF INTENT TO AWARD AS PART OF THE PUBLIC RECORD, UNLESS A COURT HAS ORDERED THE STATE NOT TO RELEASE THE DOCUMENT. THE CONTENT OF ALL WORKING PAPERS AND DISCUSSIONS RELATING TO THE BIDDER'S PROPOSAL SHALL BE HELD IN CONFIDENCE INDEFINITELY UNLESS THE PUBLIC INTEREST IS BEST SERVED BY AN ITEM'S DISCLOSURE BECAUSE OF ITS DIRECT PERTINENCE TO A DECISION, AGREEMENT OR THE EVALUATION OF THE BID. ANY DISCLOSURE OF CONFIDENTIAL INFORMATION BY THE BIDDER IS A BASIS FOR REJECTING THE BIDDER'S PROPOSAL AND RULING THE BIDDER INELIGIBLE TO FURTHER PARTICIPATE. ANY DISCLOSURE OF CONFIDENTIAL INFORMATION BY A STATE EMPLOYEE IS A BASIS FOR DISCIPLINARY ACTION, INCLUDING DISMISSAL FROM STATE EMPLOYMENT, AS PROVIDED BY GOVERNMENT CODE SECTION 19570 ET SEQ. TOTAL CONFIDENTIALITY IS PARAMOUNT; IT CANNOT BE OVER EMPHASIZED.

2.3.5 Submission of Proposals and Bids

The instructions contained herein apply to the Final Bid. They also apply to the Conceptual Proposal, Detailed Technical Proposal, and Draft Bid, except as noted.

2.3.5.1 Preparation

Proposals and bids are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this IFB. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. EMPHASIS SHOULD BE CONCENTRATED ON CONFORMANCE TO THE IFB INSTRUCTIONS, RESPONSIVENESS TO THE IFB REQUIREMENTS, AND ON COMPLETENESS AND CLARITY OF CONTENT.

As stated above, the State's evaluation of Conceptual and Detailed Technical Proposals is preliminary, and the review of Draft Bids is cursory. Therefore, bidders are cautioned to not rely on the State, during these evaluations and reviews, to discover and report to the bidders all defects and errors in the submitted documents. Before submitting each document, the bidder should carefully proof it for errors and adherence to the IFB requirements.

2.3.5.2 Bidder's Cost

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

2.3.5.3 Completion of Proposals and Bids

Proposals and bids must be complete in all respects as required by the IFB section on BID FORMAT. A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Bid must be rejected if any such defect or irregularity constitutes a material deviation from the IFB requirements. The Final Bid must contain all costs required by the IFB sections on COST and BID FORMAT, setting forth a unit price and total price for each unit price item, and a total price for each lump sum price item in the schedule, all in clearly legible figures. If required in the IFB section BID FORMAT, cost data (as identified in the above referenced section) must be submitted under separate, sealed cover. Draft Bids must contain all information required in the Final Bid **except cost.** Exhibit 2-A at the end of this Section 2 entitled COMPETITIVE BIDDING AND BID RESPONSIVENESS emphasizes the requirements of competitive bidding and contains examples of common causes for rejection of bids. Bidders are encouraged to review this exhibit.

2.3.5.4 False or Misleading Statements

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.

2.3.5.5 Signature of Bid

A cover letter (which shall be considered an integral part of the Final Bid) and Standard Agreement Form 213 (if directed in Appendix A, CONTRACT), or a Bid Form shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned Final Bid shall be rejected.

The Draft Bid must also contain the cover letter and Form 213, or Bid Form, similarly prepared, including the title of the person who will sign, but need not contain the signature. The Conceptual Proposal and Detailed Technical Proposal need not contain the cover letter and Form 213, or Bid Form.

2.3.5.6 Delivery of Proposals and Bids

Mail or deliver proposals and bids to the Procurement Official listed in Section 1. If mailed, it is suggested that you use certified or registered mail with return receipt requested as delivery of documents is at the bidder’s own risk of untimely delivery, lost mail, etc.

Proposals and bids must be received in the number of copies stated in the IFB section on BID FORMAT and not later than the dates and times specified in Section 1 and in the individual schedules provided the bidders. One copy must be clearly

marked "Master Copy." All copies of proposals and bids must be under sealed cover which is to be plainly marked "CONCEPTUAL PROPOSAL," "DETAILED TECHNICAL PROPOSAL," "DRAFT BID," or "FINAL BID" for "IFB CSS 188" (use IFB identification number from the IFB title page). Also, the sealed cover (envelope) of all submittals, except the Final Bid, should be clearly marked "CONFIDENTIAL," and shall state the scheduled date and time for submission. Bidders should be aware that marking the Final Bid “confidential” or “proprietary” may exclude it from consideration for award. Proposals and Draft Bids not submitted under sealed cover will be returned for sealing. Final Bids not received by the date and time specified in Section 1, or not sealed, will be rejected. **If required in the IFB section BID FORMAT, all cost data (as identified in the above referenced section) must be submitted under separate, sealed cover and clearly marked "COST DATA." If cost data is required to be submitted separately sealed, and is not submitted in this manner, the bid will be rejected.** Proposals and bids submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the proposal or bid, the proposal or bid may be rejected. However, if not so rejected, the Master Copy will provide the basis for resolving such discrepancies. If one copy of the Final Bid is not clearly marked "Master Copy," the State may reject the bid; however, the State may at its sole option select, immediately after bid opening, one copy to be used as the Master Copy.

2.3.5.7 Withdrawal and Resubmission/Modification of Proposals and Bids

A bidder may withdraw its Conceptual Proposal, Detailed Technical Proposal or Draft Bid at any time by written notification. A bidder may withdraw its Final Bid at any time prior to the bid submission date and time specified in Section 1 by submitting a written notification of withdrawal signed by the bidder authorized in accordance with Paragraph 2.3.5.5, Signature of Bid. The bidder may thereafter submit a new or modified bid prior to such bid submission date and time. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, Final Bids cannot be changed or withdrawn after the date and time designated for receipt, except as provided in Paragraph 2.3.7.4. of this section.

2.3.6 Rejection of Bids

The State may reject any or all bids and may waive any immaterial deviation or defect in a bid. The State's waiver of any immaterial deviation or defect shall in no way modify the IFB documents or excuse the bidder from full compliance with the IFB specifications if awarded the contract.

2.3.7 Evaluation and Selection Process

2.3.7.1 General

Proposals and bids will be evaluated according to the procedures contained in the IFB section on EVALUATION. Special instructions and procedures apply to Conceptual Proposals, Detailed Technical Proposals, and Draft Bids.

2.3.7.2 Evaluation Questions

During the evaluation and selection process, the State may desire the presence of a bidder's representative for answering specific questions, orally and/or in writing. During the evaluation of Final Bids, the State may ask the bidder to clarify their submitted information but will not allow the bidder to change their bid.

2.3.7.3 Demonstration (NOT APPLICABLE)

2.3.7.4 Errors in the Final Bid

An error in the Final Bid may cause the rejection of that bid; however, the State may at its sole option retain the bid and make certain corrections.

In determining if a correction will be made, the State will consider the conformance of the bid to the format and content required by the IFB, and any unusual complexity of the format and content required by the IFB.

1. If the bidder's intent is clearly established based on review of the complete Final Bid submittal, the State may at its sole option correct an error based on that established intent.
2. The State may at its sole option correct obvious clerical errors.
3. The State may at its sole option correct discrepancy and arithmetic errors on the basis that if intent is not clearly established by the complete bid submittal the Master Copy shall have priority over additional copies, the bid narrative shall have priority over the contract, the contract shall have priority over the cost sheets, and within each of these, the lowest level of detail will prevail. If necessary, the extensions and summary will be recomputed accordingly, even if the lowest level of detail is obviously misstated. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the total price by the quantity of the item.
4. The State may at its sole option correct errors of omission, and in the following four situations, the State will take the indicated actions if the bidder's intent is not clearly established by the complete bid submittal.
    a. If an item is described in the narrative and omitted from the contract and cost data provided in the bid for evaluation purposes, it will be interpreted to mean that the item will be provided by the bidder at no cost.
    b. If a minor item is not mentioned at all in the Final Bid and is essential to satisfactory performance, the bid will be interpreted to mean that the item will be provided at no cost.
    c. If a major item is not mentioned at all in the Final Bid, the bid will be interpreted to mean that the bidder does not intend to supply that item.
    d. If a major item is omitted, and the omission is not discovered until after contract award, the bidder shall be required to supply that item at no cost.

The determination of whether an item is minor or major is the responsibility of the State.

5. If a bidder does not follow the instructions for computing costs not related to the contract (e.g., State personnel costs), the State may reject the bid, or at its sole option, recompute such costs based on instructions contained in the IFB.

   If the recomputations or interpretations, as applied in accordance with this section, Paragraph 2.3.7.4, result in significant changes in the amount of money to be paid to the bidder (if awarded the contract) or in a requirement of the bidder to supply a major item at no cost, the bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its bid.

   IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW THE COST ELEMENTS IN THEIR FINAL BID, SINCE THEY WILL NOT HAVE THE OPTION TO CORRECT ERRORS AFTER THE TIME FOR SUBMITTAL.

6. In the event an ambiguity or discrepancy between the general requirements described in Section 4 (Proposed Services) and the specific Statement of Work requirements set forth in Section 6 (Statement of Work Requirements) is detected after the opening of bids, Section 6, and the bidder's response thereto, shall have priority over Section 4. Refer to Paragraph 2.2.2 regarding immediate notification to the State contact when ambiguities, discrepancies, omissions, etcetera are discovered.

7. At the State's sole discretion it may declare the Final Bid to be a Draft Bid (in whole or in part) in the event that the State determines that Final Bids from all bidders contain material deviations. Bidders may not protest the State's determination that all bids have material deviations. If all bids are declared noncompliant, the State may issue an addendum to the IFB. Should this occur, confidential discussions will be held with bidders who are interested in continuing to be considered. Each bidder will be notified of the due date for the submission of a new Final Bid to the State. This submission must conform to the requirements of the original IFB as amended by any subsequent addenda. The new Final Bids will be evaluated as required by Section 9, Evaluation.

2.3.8 Award of Contract

Award of contract, if made, will be in accordance with the IFB section on EVALUATION to a responsible bidder whose Final Bid complies with all the requirements of the IFB documents and any addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within 300 days after the scheduled Last Day to Submit Final Bids specified in Section 1; however, a bidder may extend the offer beyond 300 days in the event of a delay of contract award.

The State reserves the right to determine the successful bidder(s) either on the basis of individual items or on the basis of all items included in its IFB, unless otherwise expressly provided in the State's IFB. Unless the bidder specifies otherwise in its bid, the State may accept any item or group of items of any bid. The State reserves the right to modify or cancel in whole or in part its IFB.

Written notification of the State's intent to award will be made to all bidders submitting a Final Bid. If a bidder, having submitted a Final Bid, can show that its bid, instead of the bid selected by the State, should be selected for contract award according to the rules of Paragraph 2.3.7, the bidder will be allowed two (2) working days to submit a protest to the Intent to Award, according to the instructions contained in Paragraph 2.5.4 of this section.

2.3.9 Debriefing

A debriefing may be held after contract award at the request of any bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the bidder's Final Bid. A debriefing is not the forum to challenge the IFB specifications or requirements.

2.4 Contractual Information

2.4.1 Contract Form

The State has model contract forms to be used by State agencies when contracting for information technology (IT) goods and services. The model contract(s) appropriate for the specific requirements of this IFB are included in the IFB.

2.4.2 Term of Contract

The State intends to retain the required goods and services for at least the period specified elsewhere in this IFB. Ideally, the term of the contract will be for the specified period. If the State requires the contract to be terminated during the contract period, such a requirement will be specified in Section 5, ADMINISTRATIVE REQUIREMENTS.

2.5 Other Information

2.5.1 Disposition of Proposals and Bids

All materials submitted in response to this IFB will become the property of the State of California and will be returned only at the State's option and at the bidder's expense. At a minimum, the Master Copy of the Final Bid shall be retained for official files and will become a public record after the Notification of Intent to Award as specified in Section 1, KEY ACTION DATES. However, materials the State considers confidential information (such as confidential financial information submitted to show bidder responsibility) will be returned upon request of the bidder.

2.5.2 Loss Leader

It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

2.5.3 Contacts for Information (NOT APPLICABLE)

2.5.4 Protests

Before a protest is submitted regarding any issue other than selection of the "successful bidder," the bidder must make full and timely use of the procedures described in this Section 2 to resolve any outstanding issue(s) between the bidder and the State. The procurement procedure is designed to give the bidder and the State adequate opportunity to submit questions and discuss the requirements, proposals and counter proposals before the Final Bid is due. The protest procedure is made available in the event that a bidder cannot reach a fair agreement with the State after exhausting these procedures. There are two types of protests: requirements (initial) protests and award protests. A protest shall be submitted according to the procedure below. Protests regarding any issue other than selection of the "successful bidder" are requirements protests and will be heard and resolved by the Deputy Director of the Department of General Services, Procurement Division, whose decision will be final.

This solicitation/acquisition is being conducted under the provisions of the Alternative Protest Process (Public Contract Code Section 12125, et seq.) By submitting a bid or proposal to this solicitation, the bidder consents to participation in the Alternative Protest Process, and agrees that all protests of the proposed award shall be resolved by binding arbitration pursuant to the California Code of Regulations, Title 1, Division 2, Chapter 5. The link to the regulations is:

http://www.oah.dgs.ca.gov/laws/bidprotestRegs.htm#1400

A Notice of Intent to Award for this solicitation will be publicly posted in the Procurement Division reception area and sent via facsimile to any bidder who submits a written request for notice and provided a facsimile number.

During the protest period, any participating bidder may protest the proposed award on the following grounds:

1. For major information technology acquisitions – that there was a violation of the solicitation procedure(s) and that the protesting bidder's bid should have been selected; or
2. For any other acquisition – that the protesting bidder's bid or proposal should have been selected in accordance with the selection criteria in the solicitation document.

A written Notice of Intent to Protest the proposed award of this solicitation must be received (facsimile acceptable) by the Coordinator before the close of business 5 p.m. PST/PDT on the **second** working day after issuing the notice of intent, as specified in the solicitation. Failure to submit a timely, written Notice of Intent to Protest waives bidder's right to protest.

Bidder is to send the notice of protest to:

Alternative Protest Process Coordinator/Dispute Resolution
Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Fax: (916) 375-4611

Within seven (7) working days after the last day to submit a Notice of Intent to Protest, the Coordinator must receive from the protesting bidder the complete protest filing including the signed, written detailed statement of protest including exhibits, filing fee and deposit or small business certification as applicable. Untimely submission of the complete protest filing waives the bidder's right to protest.

Protest bond requirement: bond amount for this Alternative Protest Process shall be **ten** (**10)** percent of the contract amount as specified in the solicitation. See California Code of Regulations, Title 1, Section 1418.

California Code of Regulations, Title 1, Division 2.

Chapter 5. Procedures for Conducting Protests Under the Alternative Protest Process

Article 1. General Provisions

§1400. Purpose; Scope of Chapter.

Protests under the Alternative Protest Pilot Project (AB 1159, Chapter 762 of 1997 Statutes, Public Contract Code Division 2, Part 2, Chapter 3.6 (sections 12125-12130)) shall be resolved by arbitration as defined and established by this chapter.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New chapter 5 (articles 1-3), article 1 (sections 1400-1404) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1402. Definitions.

(a) Arbitration, as used in this chapter, means a dispute resolution procedure in which the Department of General Services, Office of Administrative Hearings provides a neutral third party who decides the merits of a protest and issues a binding decision to the Parties.

(b) Awardee includes Proposed Awardee and means the person or entity that was a successful bidder to a Solicitation and has been, or is intended to be, awarded the contract.

(c) Close of Business, as used in this chapter, means 5p.m. Pacific Standard Time (PST) or Pacific Daylight Time (PDT), as applicable.

(d) Contracting Department means either Procurement or the department which has applied and been approved by the Department of General Services to conduct the Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130.).

(e) Coordinator means the person designated as the Alternative Protest Pilot Project Coordinator by the Department of General Services, Procurement Division, to coordinate all aspects of the Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130).

(f) Estimated Contract Value means the value of Protestant's bid.

(g) Frivolous means a protest with any or all of the following characteristics:

(1) It is wholly without merit.

(2) It is insufficient on its face.

(3) The Protestant has not submitted a rational argument based upon the evidence or law which supports the protest.

(4) The protest is based on grounds other than those specified in section 1410.

(h) Major Information Technology Acquisition means the purchase of goods or services, or both, by a state agency, through contract, from non-governmental sources, that has significant mission criticality, risk, impact, complexity, or value attributes or characteristics. Pursuant to subdivision (e) of Section 11702 of the Government Code, these purchases shall include, but not be limited to, all electronic technology systems and services, automated information handling, system design and analysis,

conversion of data, computer programming, information storage and retrieval, telecommunications that include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interactions between people and machines.

(i) OAH means the Department of General Services, Office of Administrative Hearings.

(j) Party means the Procurement Division of the Department of General Services, the Contracting Department, the Awardee, and Protestant(s).

(k) Procurement means the Procurement Division of the Department of General Services.

(l) Protestant means a person or entity that was an unsuccessful bidder to a Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130) and that protests the award.

(m) Small Business means a Certified California Small Business, pursuant to Government Code Division 3, Part 5.5, Chapter 6.5 (commencing with section 14835) and Title 2, California Code of Regulations, section 1896.

(n) Solicitation means the document that describes the goods or services to be purchased, details the contract terms and conditions under which the goods or services are to be purchased, and establishes the method of evaluation and selection.

(o) Solicitation File means the Solicitation and the documents used by the Contracting Department in the Solicitation process, including documents used to evaluate bidders and select a Proposed Awardee. The Solicitation File shall remain available to the public except information that is confidential or proprietary.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Section 11702, Government Code; and Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1404. Notice of Intent to Award Contract.

The Contracting Department shall post a Notice of Intent to Award Contract in a public place specified in the Solicitation, send rejection facsimiles to rejected bidders, and send Notice of Intent to Award Contract facsimiles to any bidder who made a written request for notice and provided a facsimile number. The Contracting Department shall indicate that the Solicitation File is available for inspection. The Contracting Department has the discretion to award a contract immediately, upon approval by the Director of the Department of General Services and, if the Solicitation was for a Major Information Technology Acquisition, the Director of the Department of Information Technology.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

Article 2. Protest Procedure

§1406. Notice of Intent to Protest; Service List.

(a) An unsuccessful bidder who intends to protest the awarded contract pursuant to this chapter must inform the Coordinator. The Notice of Intent to Protest must be in writing and must reach the Coordinator within the number of days specified in the Solicitation, which shall be not less than 1 working day and not more than 5 working days after the posting of the Notice of Intent to Award Contract, as specified in the Solicitation. Failure to give written notice by Close of Business on that day shall waive the right to protest.

(b) On the day after the final day to submit a Notice of Intent to Protest, the Coordinator shall make a service list consisting of those bidders who did submit a Notice of Intent to Protest, the Awardee, and the Contracting Department. The Coordinator shall include addresses and facsimile numbers on this list and shall forward this service list to those bidders who submitted a Notice of Intent to Protest.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New article 2 (sections 1406-1418) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1408. Filing a Protest.

(a) A protest is filed by the submission of: the Detailed Written Statement of Protest and any exhibits specified in section 1412; a check or money order made payable to the Office of Administrative Hearings for the OAH filing fee of $50; and the arbitration deposit as specified in subsection (c) or (d) to the Coordinator by the Close of Business on the 7th working day after the time specified in the Solicitation for written Notice of Intent to Protest under section 1406. A copy of the Detailed Written Statement of Protest and exhibits must also be served on all Parties named in the service list as specified in section 1406. A Protestant who fails to comply with this subsection waives Protestant's right to protest.

(b) Protestant(s) must provide a FAX (facsimile) number. Notification by facsimile is sufficient for service. If the Detailed Written Statement of Protest is sent to the Coordinator by facsimile, Protestant must:

(1) Verify that the pages sent were all received by the Coordinator; and

(2) Remit the required deposit and filing fee to Coordinator by any reasonable means. If sending via carrier, the postmark date or equivalent shall be used to determine timeliness.

(c) Each Protestant not certified as a Small Business shall make a deposit of the estimated arbitration costs, by check or money order made payable to the Office of Administrative Hearings, as determined by the Estimated Contract Value.

(1) For contracts up to $100,000.00, the deposit shall be $1500.00.

(2) For contracts of $100,000.00 up to $250,000.00, the deposit shall be $3,000.00.

(3) For contracts of $250,000.00 up to $500,000.00, the deposit shall be $5,000.00.

(4) For contracts of $500,000.00 and above, the deposit shall be $7,000.00.

(5) Failure to remit a timely required deposit waives the right of protest.

(6) Any refund to Protestant(s) shall be made per section 1436.

(d) Each Protestant certified as a Small Business shall submit a copy of the Small Business Certification in lieu of the deposit specified in subsection (c). If Protestant is a Small Business and the protest is denied by the arbitrator, the Contracting Department shall collect the costs of the arbitration from Protestant. If Protestant does not remit the costs due, the Contracting Department may offset any unpaid arbitration costs from other contracts with Protestant and/or may declare Protestant to be a non-responsible bidder on subsequent solicitations.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1410. Grounds for Protest.

(a) The Public Contract Code, at section 12126(d) provides: Authority to protest under this chapter shall be limited to participating bidders.
  (1) Grounds for Major Information Technology Acquisition protests shall be limited to violations of the Solicitation procedures and that the Protestant should have been selected.
  (2) Any other acquisition protest filed pursuant to this chapter shall be based on the ground that the bid or proposal should have been selected in accordance with selection criteria in the Solicitation document.

(b) The burden of proof for protests filed under this chapter is preponderance of the evidence, and Protestant(s) must bear this burden.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1412. Detailed Written Statement of Protest.

(a) The Detailed Written Statement of Protest must include the grounds upon which the protest is made, as specified in 1410(a).

(b) The Detailed Written Statement of Protest shall contain reasons why Protestant should have been awarded the contract.
  (1) For Major Information Technology Acquisition protests, the Detailed Written Statement of Protest must specify each and every Solicitation procedure which was violated and the manner of such violation by specific references to the parts of the Solicitation attached as exhibits and why, but for that violation, Protestant would have been selected.
  (2) For other acquisition protests, the Detailed Written Statement of Protest must specify each and every selection criterion on which Protestant bases the protest by specific references to the parts of the Solicitation attached as exhibits.
  (3) For all protests, Protestant must specify each and every reason that all other bidders who may be in line for the contract award should not be awarded the contract.

(c) The Detailed Written Statement of Protest must be limited to 50 typewritten or computer generated pages, excluding exhibits, at a font of no less than 12 point or

pica (10 characters per inch), on 8 1/2 inch by 11-inch paper of customary weight and quality. The color of the type shall be blue-black or black. In addition to a paper copy, the arbitrator may request that a Protestant submit such information on computer compatible diskette or by other electronic means if the Protestant has the ability to do so.

(d) Any exhibits submitted shall be paginated and the pertinent text highlighted or referred to in the Detailed Written Statement of Protest referenced by page number, section and/or paragraph and line number, as appropriate.

(e) The Detailed Written Statement of Protest shall not be amended.

(f) Protestant(s) may not raise issues in hearing which were not addressed in the Detailed Written Statement of Protest.

(g) A Protestant who fails to comply with this subsection waives Protestant's right to protest.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1414. Review by Coordinator.

(a) Within 2 working days after receipt of the Detailed Written Statement of Protest, the Coordinator shall notify the Contracting Department and the Awardee of a potential protest hearing.

(b) The Coordinator shall review the Detailed Written Statement of Protest within 5 working days after receipt to preliminarily determine if the protest is Frivolous and notify Protestant of the option to withdraw or proceed in arbitration.

(1) If Protestant withdraws the protest within 2 working days after the notification by the Coordinator of a preliminary determination of Frivolousness, the Coordinator shall withdraw the preliminary finding of Frivolousness and refund Protestant's deposit and filing fee.

(2) If the Protestant previously filed two protests under the Alternative Protest Pilot Project preliminarily determined Frivolous by the Coordinator but then withdrew or waived them before the arbitration decision, the Coordinator shall make final the preliminary determination of Frivolousness for the Department of General Services.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1416. Review and Response by Contracting Department and Awardee.

(a) The Awardee shall have 7 working days after notification by the Coordinator to submit to the Coordinator and Protestant a response to the Detailed Written Statement of Protest.

(b) The Contracting Department, in conjunction with the Coordinator, shall have 7 days after the filing of the Detailed Written Statement of Protest to send a response to Protestant and Awardee.

(c) Responses shall follow the standards set forth in section 1412(c) and (d).

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1418. Bond Requirement.

(a) If the Coordinator has determined that a protest is Frivolous and the Protestant does not withdraw the protest, the Protestant shall be required to post a bond in an amount not less than 10% of the Estimated Contract Value.

(b) The percentage of the bond shall be determined by the Contracting Department and specified in the Solicitation.

(c) Protestant shall post the bond, pursuant to Chapter 2 (commencing with section 995.010) of Title 14 of Part 2 of the Code of Civil Procedure, within 15 working days of the filing of the Detailed Written Statement of Protest or shall be deemed to have waived the right to protest.

(1) If the arbitrator determines that the protest is Frivolous, the bond shall be forfeited to Procurement and the Coordinator will impose Sanctions.

(2) If the arbitrator determines that the protest is not Frivolous, the bond will be returned to the Protestant and no Sanctions imposed.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 995.010 et. seq., Code of Civil Procedure; and Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

Article 3. Arbitration Procedure

§1420. Arbitration Process.

Within 19 calendar days after the Notice of Intent to Award has been posted, the Coordinator shall consolidate all remaining protests under the Solicitation, and send to OAH:

(a) a copy of all Detailed Written Statements of Protest;

(b) OAH filing fees;

(c) arbitration deposits, and/or notice that any Protestant is a Small Business;

(d) Awardee responses;

(e) Coordinator/Contracting Department responses;

(f) the Solicitation File; and

(g) notice to OAH whether interpreter services will be needed for any Protestant or Awardee. OAH shall arrange interpreter services which shall be paid by the Contracting Department.

NOTE:

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New article 3 (sections 1420-1440) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1422. Selection of Arbitrator.

(a) Within 2 working days after receipt of the protest from the Coordinator, OAH shall furnish the names of ten arbitrators to Protestant(s), the Awardee, and the Coordinator. The arbitrator list shall include administrative law judges who are employees of OAH and contract private arbitrators who are not employees of the State of California. Protestant(s), the Awardee, and the Coordinator may each strike two of the ten names and notify OAH within 2 working days. Protestant(s) may also indicate if they prefer a contract arbitrator or an OAH administrative law judge. OAH may then select as arbitrator any name not stricken and shall notify Protestant(s), the Awardee, and the Coordinator within 2 working days. If all names are stricken, the Director of OAH shall appoint an arbitrator.

(b) A proposed arbitrator shall be disqualified on any of the grounds specified in Section 170.1 of the Code of Civil Procedure for the disqualification of a judge.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1424. Authority of Arbitrator.

(a) Arbitrators are authorized to
(1) Administer oaths and affirmations;
(2) Make rulings and orders as are necessary to the fair, impartial, and efficient conduct of the hearing; and
(3) Order additional deposits from Protestant(s) to cover additional estimated costs. If OAH does not receive the required deposit(s) in the time specified, the right to protest will be deemed waived.

(b) The arbitrator shall have exclusive discretion to determine whether oral testimony will be permitted, the number of witnesses, if any, and the amount of time allocated to witnesses.

(c) It shall be in the arbitrator's exclusive discretion to determine whether to
(1) Conduct a prehearing conference; and/or
(2) Permit cross-examination and, if so, to what extent; and/or
(3) Review documents alone for all or part of the protest.

(d) It shall be in the arbitrator's exclusive discretion to determine whether additional responses and rebuttals are to be submitted, and the timelines and page limits to be applied.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1426. Decision Based in Whole or in Part on Documents Alone.

Any Party may request that the arbitrator base the arbitrator's decision on documents

alone. It shall be the arbitrator's exclusive discretion to do so.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1428. Prehearing Conference.

(a) If the arbitrator determines that a prehearing conference is necessary, OAH shall set the time and place and notify Protestant(s), the Awardee, and Procurement at least 5 working days prior to the prehearing conference.

(b) The prehearing conference shall be held to identify and define issues in dispute and expedite the arbitration. The parties should be prepared to discuss, and the arbitrator may consider and rule on, any of the following matters applicable to the protest:

(1) Clarification of factual and legal issues in dispute as set forth in the Detailed Written Statement of Protest.

(2) The extent to which testimony shall be permitted and the extent to which cross-examination will be allowed.

(3) Identity of and limitations on number of witnesses, need for interpreters, scheduling and order of witnesses, etc.

(4) Any other matters as shall promote the orderly and efficient conduct of the hearing.

(c) At the prehearing conference, Protestant(s), the Awardee, and Procurement shall deliver a written statement which contains the name of each witness a party wishes to call at hearing along with a brief written statement of the subject matter of the witness's expected testimony. If the arbitrator, in his or her exclusive discretion, allows an expert witness to be called, the party calling the witness shall provide the name and address of the expert along with a brief statement of the opinion the expert is expected to give. The party shall also attach a statement of qualifications for the expert witness.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1430. Scheduling the Hearing.

The arbitrator shall schedule the date, time, and place of hearing and notify all Parties.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1432. Discovery.

The arbitrator has exclusive discretion to issue subpoenas and/or subpoena duces tecum. There shall be no right to take depositions, issue interrogatories, or subpoena persons or documents.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1434. Attendance at Hearings.

The Arbitration hearings shall be open to the public unless the arbitrator, in his or her exclusive discretion, determines that the attendance of individuals or groups of individuals would disrupt or delay the orderly conduct or timely completion of the proceedings.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1436. Arbitrator's Decision.

(a) The final decision shall be in writing and signed by the arbitrator. It shall include a Statement of the Factual and Legal Basis for the decision, addressing the issues raised in the Detailed Written Statement(s) of Protest, and shall include an order upholding or denying the protest(s). The arbitrator's order shall not award a contract.

(b) A copy of the decision shall be sent by regular mail to Procurement, the Contracting Department, the Awardee, and Protestant(s) within 45 calendar days after the filing of the first Detailed Written Statement of Protest. In the arbitrator's exclusive discretion, this timeline may be extended for an additional 15 calendar days. The arbitrator's failure to issue a decision within the time specified by this section shall not be a ground for vacating the decision.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1437. Costs.

(a) For protests not determined Frivolous by Procurement:

(1) If the arbitrator denies the protest, Protestant(s) will be liable for all costs of the arbitration.

(2) If the arbitrator upholds the protest, the Contracting Department shall pay for all costs of the arbitration and Protestant(s) will be refunded the deposit by OAH.

(b) If Procurement determined that the protest was Frivolous and the arbitrator affirms that the protest is Frivolous, the bond shall be forfeited to Procurement, the protest will be denied, and Protestant(s) will be liable for all costs of the arbitration.

(c) If Procurement determined that the protest was Frivolous and the arbitrator determines that the protest is not Frivolous, any bond(s) posted by Protestant(s) shall be returned.

(1) If the arbitrator denies the protest, Protestant(s) shall be liable for half of the costs of the arbitration. The Contracting Department shall pay the remaining

half of the arbitration costs.

(2) If the arbitrator upholds the protest, the Contracting Department shall pay for all costs of the arbitration and Protestant(s) will be refunded the deposit by OAH.

(d) A Protestant who withdraws his or her protest before the arbitrator's decision has been issued will remain liable for all arbitration costs up to the time of withdrawal. These costs include, but are not limited to, the arbitrator's time in preparation, prehearing conferences, and hearing the protest. If Procurement deemed the protest Frivolous, any bond posted shall be forfeited to Procurement.

(e) Except as provided in (f), if any costs are determined to be payable by Protestant(s), that amount shall be subtracted from deposit(s) of Protestant(s) as ordered by the arbitrator. Any additional costs shall be billed to Protestant(s) and any refunds shall be sent to Protestant(s) by OAH.

(f) If a Protestant is a Small Business, then the Contracting Department shall pay OAH all arbitration costs and collect the amount due from Protestant.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1438. Judicial Review.

The grounds for judicial review shall be as set forth in Chapter 4 of Title 9 of Part III of the Code of Civil Procedure (commencing with section 1285).

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1440. Transcripts.

(a) A party desiring a transcript of the proceedings shall contact the OAH Transcript Clerk to make arrangements to pay for preparation of the transcript. Prior to preparation of the transcript, a deposit equal to the estimated cost of the transcript shall be paid. Preparation of the transcript will be arranged by the OAH Transcript Clerk. The deposit shall be applied to the actual cost and any excess shall be returned to the party that submitted the request. Any balance due shall be paid by the party or a representative on behalf of the party requesting the transcript before the transcript is released to the requesting party.

(b) Unless a record of a proceeding or any portion thereof was sealed, any person may request a transcript or a recording of the proceeding. If a record of a proceeding or any portion thereof was sealed, only parties to the proceeding may request a transcript of the sealed portions, and the sealed portions shall not be disclosed to anyone except in accordance with the order sealing the proceeding or subsequent order.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

Exhibit 2-A Competitive Bidding and Bid Responsiveness

The purpose of competitive bidding is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc. Competitive bidding is designed to benefit the public body (the State, in the present context), and is not for the benefit of the bidders. It is administered to accomplish its purposes with sole reference to the public interest. It is based upon full and free bidding to satisfy State specifications, and acceptance by the State of the most effective solution to the State's requirements, as determined by the evaluation criteria contained in the IFB.

Competitive bidding is not defined in any single statute but is more in the nature of a compendium of numerous court decisions. From such court decisions, the following rules have evolved, among others:

1. Invitation for Bids must provide a basis for full and fair competitive bidding among bidders on a common standard, free of restrictions tending to stifle competition.
2. The State may modify the IFB, prior to the date fixed for Contract Award, by issuance of an addendum to all parties who are bidders.
3. To have a valid bid, the bid must respond and conform to the invitation, including all the documents which are incorporated therein. A bid which does not literally comply may be rejected.
4. For a variance between the request for bids and the bid to be such as to preclude acceptance (the bid must be rejected), the variance or deviation must be a material one.
5. State agencies usually have the express or implied right to reject any and all bids in the best interests of the State. Bids cannot, however, be selectively rejected without cause.
6. Bids cannot be changed after the time designated for receipt and opening thereof. Other than allowed by law, no negotiation as to the scope of the work, amount to be paid, or contractual terms is permitted. However, this does not preclude the State from clarifying the bidder’s intent by asking questions and considering answers.
7. A competitive bid, once opened and declared, is in the nature of an irrevocable option and a contract right of which the public agency cannot be deprived without its consent, unless the requirements for rescission are present. All bids become public documents.
8. Bids cannot be accepted "in part," unless the invitation specifically permits such an award.
9. Contracts entered into through the competitive bidding process cannot later be amended, unless the Invitation for Bids includes a provision, to be incorporated in the contract awarded, providing for such amendment.

Since competitive procurement became the required method for securing certain IT goods or services, the State has received a number of bids which were deemed to be nonresponsive to the Invitation for Bids or which could not be considered as valid bids within the competitive bidding procedures. Nonresponsive bids or bids which contain qualifications must be rejected. Many of the causes for rejection arise from either an incomplete understanding of the competitive bidding process or administrative oversight on the part of the bidders. The following examples are illustrative of more common causes for rejection of bids. These examples are listed to assist potential bidders in submission of responsive bids.

1. A bid stated, "The prices stated within are for your information only and are subject to change."
2. A bid stated, "This proposal shall expire thirty (30) days from this date unless extended in writing by the ____ Company." (In this instance award was scheduled to be approximately 45 days after bid submittal date.)
3. A bid for lease of IT equipment contained lease plans of a duration shorter than that which had been requested in the IFB.
4. A personal services contract stated, "___, in its judgment, believes that the schedules set by the State are extremely optimistic and probably unobtainable. Nevertheless, ___ will exercise its best efforts..."
5. A bid stated, "This bid is not intended to be of a contractual nature."
6. A bid contained the notation "prices are subject to change without notice."
7. A bid was received for the purchase of IT equipment with unacceptable modifications to the Purchase Contract.
8. A bid for lease of IT equipment contained lease plans of a duration longer than that which had been requested in the IFB with no provision for earlier termination of the contract.
9. A bid for lease of IT equipment stated, "...this proposal is preliminary only and the order, when issued, shall constitute the only legally binding commitment of the parties."
10. A bid was delivered to the wrong office.
11. A bid was delivered after the date and time specified in the IFB.
12. An IFB required the delivery of a performance bond covering 25 percent of the proposed contract amount. The bid offered a performance bond to cover "x" dollars which was less than the required 25 percent of the proposed contract amount.
13. A bid did not meet contract goal for DVBE participation.
14. A bid appeared to meet contract goal for DVBE participation with the dollars submitted, but the supplier had miscalculated the bid costs. When these corrections were made by the State, the supplier's price had increased and the dollars committed for DVBE participation no longer met goal.

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5. ADMINISTRATIVE REQUIREMENTS

This Section contains all of the non-technical requirements and requirements covering the responsibility aspects of the Bidder, to all of which the Bidder must comply. Any material deviation in the Bid will cause it to be rejected, and any nonmaterial deviation may cause it to be rejected.

5.1 Compliance with Administrative Requirements

Before responding to the requirements in Section 5, Administrative Requirements, the Bidder shall carefully review the entire IFB.

All Administrative Requirements specified in this Section shall be considered MANDATORY unless otherwise marked as OPTIONAL. For each MANDATORY Administrative Requirement, the Bidder shall read the requirement and sign Exhibit 5-A, Administrative Requirements Certification, which certifies that the Bidder agrees to the performance of each requirement under the direction of State.

Several of the Administrative Requirements in this section require the Bidder to submit additional documentation as part of the response. For those Requirements that ask for additional documentation, a reference line is provided indicating where the Bidder shall provide the requested information in the Final Bid (see Section 8, Bid Format). The following is an example of this reference line.

Example Reference Line:

Submit (Name of Requested Information) in Volume I, Part 2, (Specific Tab)

In addition to meeting the mandatory requirements listed in Section 5, Administrative Requirements, the Bidder shall do the following:

- Perform the actions and adhere to the deadlines as specified in Section 1, Introduction and Overview
- Comply with the rules specified in Section 2, Rules Governing Competition
- Agree to all requirements specified in Section 6, Statement of Work Requirements
- Complete appropriate cost information as outlined in Section 7, Cost
- Follow the format instructions specified in Section 8, Bid Format

Responding to the IFB

A cover letter (which shall be considered an integral part of the Final Bid) and a completed STD 213 located in Appendix A, Contract shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned Final

Bid shall be rejected. The cover letter shall also include a statement affirming that the contents of the Final Bid are accurate and correct.

The Bidder shall present a signed Exhibit 5-A, Administrative Requirements Certification along with any additional documentation requested in its response for the Final Bid.

The Bidder may provide any additional literature to support its responses to the requirements. Instructions for including literature in the Final Bid are contained in Section 8.2.4 Volume 4 – Literature.

Submit Cover Letter as the first item in Volume 1.

Submit the signed copy of IFB Exhibit 5-A, Administrative Requirements Certification in Volume 1, Part 2, Tab 2.1.

5.2 Corporate and Staff Requirements

5.2.1 Teaming Relationships

1. Bidder as Prime Contractor

   The State requires that the Contract for CSE M&O Services be issued to one Bidder that shall be responsible for successful performance of the work specified in this IFB. The selected Bidder, as Prime Contractor, must accept full responsibility for coordinating and controlling all aspects of the contract, including support or activities to be performed by any subcontractor, if applicable. The selected Prime Contractor shall be responsible for successful performance of all subcontractors. The Prime Contractor shall be the sole point of contact with regard to contractual matters related to subcontractors and payment of any and all charges resulting from work completed.

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

   The Bidder shall complete the Bidder Declaration (GSPD-05-105) and include it with the Bid, irrespective of whether or not it expects to utilize subcontractors. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. For a copy of the Bidder Declaration and completion instructions refer to the following:

http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf

If the Bidder chooses to use any agents, suppliers, and subcontractors in fulfilling the requirements of this IFB, the Bidder shall provide the following information at a minimum on the Bidder Declaration (GSPD-05-105) in compliance with the Bidder Declaration Instructions:

- Provide the name of any agents, suppliers, and subcontractors who expect to perform work on this contract;
- Provide the address, email address, primary contact person, and the telephone and fax numbers for the agents, suppliers, and subcontractors;
- Indicate the current California Certification for Micro Business, Small Business and/or Disabled Veteran Business Enterprise that the subcontractor possesses. Otherwise, enter “None”;
- Describe the involvement and responsibilities of the agents, suppliers, and subcontractors in the Bid;
- Provide the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do NOT enter a dollar amount;
- Provide a response for each subcontractor to indicate that the Prime Bidder has verified that each subcontractor is in good standing as defined in the Bidder Declaration Instructions.

2. Subcontractor(s)

   Any subcontractor that the Bidder chooses to use in fulfilling the requirements of this IFB must meet all applicable Administrative Requirements of the IFB. Subcontractors must also be in good standing as defined in the Bidder Declaration Instructions (GSPD-05-105).

   Subcontractor(s) shall comply with the same Federal and State requirements and provisions as the Bidder. Many of the requirements and provisions may be covered in the contracts between the Bidder and the Subcontractors by referencing the Bidder’s contract with the State, and making the Bidder’s contract and exhibits available to the Subcontractors.

3. Notification of Award to Subcontractors

   Upon award to a Bidder, notice shall be given by the DGS to the Subcontractors listed in the Bidder Declaration. Notification to the Subcontractor by the Bidder is encouraged immediately after award of the Contract. There will be no assignment of responsibility to a third party without prior written DGS approval.

Submit Bidder Declaration (GSPD-05-105) in Volume 1, Part 2, Tab 2.2.

5.2.2 Corporate Background and Experience

The Bidder shall describe three (3) projects within the ten (10) years prior to the IFB release date in which the Bidder has provided application maintenance services and/or system operations services. The Bidder shall summarize each corporate project using IFB Exhibit 5-B, Corporate Background and Experience.

The Bidder's submission must describe three (3) projects in combination that satisfy the following evaluation criteria:

- At least one project must include both application maintenance and operations services for a single system.
- Each project must have been certified by the associated Corporate Client Reference for accuracy and satisfactory performance.
- Each project submitted must satisfy at least one of the following criteria, and all criteria must be met by the set of projects submitted:
  - For at least one project the Bidder must have provided at least 50 full time staff resources for at least two years.
  - At least one system similar in size and complexity to the CSE system (defined below).
  - At least one system similar in architecture to the CSE system (defined below).
  - At least one public sector information system.

For the purposes of Section 5, Administrative Requirements, CSE equivalent size and complexity[10] are defined as a system, which includes the following, at a minimum:

- Centralized database and application environment, supporting both on-line and batch processing for a core business application;
- 2,000 total core application users with 1,000 peak concurrent users and 1,000 distributed users utilizing a wide-area network for access;
- Business application sized at more than 10,000 function points (or 1,000,000 lines of application code); and
- Post system acceptance level of effort for M&O services of 100,000 hours annually (Note: system acceptance is defined as any one of the following: transfer of system software/hardware title, release of application software into production or payment of full development services. This is a measure of system size and complexity, not staff provided by the Bidder)

For the purposes of Section 5, Administrative Requirements, similar architectures to CSE would be systems that utilize at least six (6) of the following:

- IBM Unix multiple server-based host platform running IBM AIX

[10] The "equivalent size" criteria represent about 20-25% of the actual size of the CSE System.

- DB2 database
- IBM WebSphere application server
- Java 2 Platform, Enterprise Edition (J2EE) architecture
- Web application for on-line user access
- Java source code for application business logic
- IBM InfoSphere data warehouse
- Tivoli security and administration tools
- Enterprise forms subsystem, such as Adobe Forms
- Enterprise reporting products for report development, such as Hyperion and Business Objects

Submit three (3) Corporate Background and Experience forms (IFB Exhibit 5-B) in Volume 1, Part 2, Tab 2.3.

5.2.3 Corporate Client References

The Bidder shall send each project contact referenced in IFB Exhibit 5-B, Corporate Background and Experience, a copy of IFB Exhibit 5-C, Corporate Client Reference for completion. The Bidder shall make sure the client reference forms are completed and legible by the client and returned to the Bidder in time to be included with the submittal of the Final Bid. The State may contact any or all client references during the dates and times identified in Section 1.6, Key Action Dates. The Bidder shall ensure that contact information for client references provided is current and that client references will be generally available to validate the information provided in this time frame. If the State is unable to contact a client reference after 3 attempts, the Bid may be rejected. The corporate client referenced for each project must be external to the Bidder's organization and be able to substantiate the Bidder's relevant expertise.

Submit three (3) completed Corporate Client Reference forms (IFB Exhibit 5-C) for the Bidder in Volume 1, Part 2, Tab 2.4.

5.2.4 Subcontractor Corporate Background and Experience

For each Subcontractor that will be performing twenty-five percent (25%) or more of the total bid price, the Bidder shall describe three (3) projects within the ten (10) years prior to the IFB release date in which the Subcontractor's organization has had responsibility for providing either application maintenance services, system operations services, or both. The Bidder shall summarize each of the Subcontractor's corporate projects using IFB Exhibit 5-B, Corporate Background and Experience. The Bidder shall enter the Subcontractor name as the "Bidder Company Name" on IFB Exhibit 5-B.

The Bidder's submission must describe three (3) projects for each Subcontractor subject to this requirement that satisfy the following criteria:

- For each project, the Subcontractor must have provided application maintenance and/or operations services.
- Each project must have been certified by the associated Corporate Client Reference for accuracy and satisfactory performance.
- Each project submitted must satisfy at least one of the following system relevance criteria (only one, not all of the following system relevance criteria need be met by a Subcontractor's complete set of three (3) projects):
  - A system similar in size and complexity to the CSE system.
  - A system similar in architecture to the CSE system.
  - A public sector information system.

For the purposes of Section 5, Administrative Requirements, CSE equivalent size and complexity and CSE equivalent architecture are defined in Section 5.2.2.

The Bidder shall submit a corresponding completed copy of IFB Exhibit 5-C, Corporate Client Reference with the Final Bid for each IFB Exhibit 5-B submitted for Subcontractors. The Bidder shall ensure that the Client Reference for each Subcontractor project is provided with a copy of IFB Exhibit 5-C for completion. The Bidder shall make sure the reference forms are completed and returned to the Bidder in time to be included with the submittal of the Final Bid. The Bidder shall enter the Subcontractor name as the "Bidder Company Name" on IFB Exhibit 5-C.

The State may contact references during the dates and times identified in Section 1.6, Key Action Dates. The Bidder shall ensure that contact information for Subcontractor references provided is current and that references will be generally available to validate the information provided in this time frame. If the State is unable to contact a client reference after 3 attempts, the Bid may be rejected. The corporate clients referenced for each project must be external to the Bidder's and Subcontractor's organizations, and be able to substantiate the Subcontractor's relevant expertise.

Submit three (3) completed Corporate Background and Experience forms (IFB Exhibit 5-B) for each Subcontractor in Volume 1, Part 2, Tab 2.5.

Submit three (3) completed Corporate Client Reference forms (IFB Exhibit 5-C) for each Subcontractor in Volume 1, Part 2, Tab 2.6.

5.2.5 Detailed Staffing Plan

The Bidder shall provide a Detailed Staffing Plan for the contractor's proposed staff that contains the following, at a minimum:

- An approach to acquiring and delivering Bidder staff (including the use of subcontractors, if applicable) that meet required qualifications in the quantities required to provide the CSE System M&O Services specified in Section 6, Statement of Work Requirements;
- An approach to ensuring offered staff meets the qualifications specified in Exhibit 6-B, Staff Qualifications, including technical assessment and training;

- Description of the problem resolution approach to be used to address personnel issues, including both performance and non-performance factors that may impact required services;
- A matrix showing the proposed initial staff assigned by name, classification and task. Any Subcontractor staff must be identified as such;
- A matrix showing how the proposed staff meets all of the Minimum Qualifications for each classification; and
- An approach to replace staff within the required timeframes when necessary for any reason.

Submit the Staffing Plan in Volume 1, Part 2, Tab 2.7.

5.2.6 Initial Staff Levels

Based on the required initial staffing profile shown in Table 5-1, the Bidder shall include in its bid an initial complement of staff for evaluation purposes at the staff levels and positions specified in Table 5-1. Bidders may not propose an alternate level of staffing or change the classification specifications.

The Bidder's initial complement of staff shall be ready and available to perform the services required in Section 6, Statement of Work Requirements as of the date specified in Section 1.6, Key Action Dates as the Contractor Start Work Date. The initial staff levels shown in Table 5-1 and similar tables in this section are represented as full time resources.

Table 5-1 Initial Staff Levels

Initial Staff Levels by Position	1 Contract Management	2 Knowledge Management Services	3 System Operations Services	4 Application Maintenance Services	5 IT Services	Total
Application Architect				1.0		**1.0**
System Architect			1.0			**1.0**
Database Architect			1.0			**1.0**
Application Developer III				6.0		**6.0**
Application Developer II						
Application Test Analyst III				5.0		**5.0**
Application Test Analyst II						
Database Administrator III			3.0			**3.0**
Database Administrator II						
System Softw are Specialist III			8.0			**8.0**
System Softw are Specialist II						
System Administrator II						
System Administrator I						
Operations Specialist II						
			13.0	**12.0**		**25.0**

Note that in Table 5-1 above, Task 1, Contract Management is considered an overhead task for which Bidder staff levels do not apply. Task 2, Knowledge Management Services is a task applicable to all staff and against which Contractor

staff will account for time for reporting purposes, but for which no specific staff levels are specified for bidding purposes.

For each of the Initial Staff Members bid, the Bidder shall provide a complete resume in the format specified in Administrative Requirement Section 5.2.7, Resume Format.

Submit Resumes for Initial Staff in Volume 1, Part 2, Tab 2.8.

5.2.7 Resume Format

To facilitate verification of staff qualifications, all resumes must be prepared in accordance with the Resume Format template, which is available in the Bidders Library. Resumes shall contain the following information at a minimum:

- Name
- Education, including names of institutions, degrees and dates conferred. Include non-degree-related formal training relevant to the position for which the staff member is being proposed. Training references must include the institution providing the training.
- Relevant experience, beginning with most recent, for no more than the ten (10) years prior to the IFB release date. Experience must be organized by project, assignment, or employer. For each such engagement, include the following:
  - Project or Engagement Title
  - Beginning and Ending Dates of referenced engagement (month and year)
  - Job Title or Position
  - Scope of Responsibilities
  - Skills utilized or experience attained during this period that match the minimum qualifications listed in Exhibit 6-B, Staff Qualifications (as applicable). The skills/experience list must identify all minimum qualifications met by the staff member for the applicable classification.
- Client References:

  The Bidder shall provide three (3) client references for each staff member using Exhibit 5-D, Staff Client Reference form. The Bidder shall submit the forms to the client reference for completion. Each Client Reference shall be from a different Project or Engagement unless there are less than three Projects or Engagements listed in the resume. The Bidder shall include the completed Client Reference Forms from the client with the submittal of the Final Bid. The Staff Member Performance portion of the Staff Client Reference form shall be considered optional.

The State may contact any or all of the client references submitted during the dates and times indicated in Section 1.6, Key Action Dates. The Bidder shall ensure that contact information for references provided is current and that references will be generally available to validate the information provided in this time frame. The first attempt may be made by email. If no response is received within four State business

days the second and third attempt may be made by phone. If the State is unable to contact provided references after 3 attempts, the Bid may be rejected. Client references must be external to the Bidder's organization or the staff member's current or former organizations, unless less than three (3) external client projects are reflected in the resume or unless the Job Titles or Positions reflected in the resume indicate duties that are not visible to the client. Client references must have direct experience and knowledge of work performed by proposed staff. Client references may be for any engagement within the ten (10) years prior to the IFB release date, and need not be related to work performed for the Bidder's organization.

Submit three (3) completed Staff Client Reference Forms for each Senior Staff Member (IFB Exhibit 5-D) in Volume 1, Part 2, Tab 2.9.

5.3 Miscellaneous Administrative Requirements

5.3.1 Secretary of State Certification

All corporations, Limited Liability Companies (LLC's) and Limited Partnerships (LPs) must be registered and in 'Active' status with the California Secretary of State to be awarded a contract. The State will verify that the Bidder and any Subcontractors performing more than ten (10) percent of the total bid price are currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.

"Doing business" is defined in the Revenue and Taxation Code 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporation performing within the state not be subject to the franchise tax.

The Bidder shall register all domestic and foreign business entities (those established outside of California) with the Office of Secretary of State. The Bidder shall be in good standing and shall be qualified to do business as required under California law. The Secretary of State may be contacted as follows:

California Secretary of State
Division of Corporate Filing and Services
1500 Eleventh Street, Third Floor
Sacramento, CA 95814-5701
Certification Unit: (916) 657-5251

http://kepler.ss.ca.gov/list.html

The Bidder shall provide the Secretary of State Certification to do business in California with the Final Bid for itself and for any Subcontractors performing more than ten (10) percent of the total bid price. If the Secretary of State certification to do business in California has not been received by the Bidder, a copy of the Bidder's application and statement of the status must be included in its Final Bid.

Submit Secretary of State Certification for Bidder and any applicable Subcontractors in Volume 1, Part 2, Tab 2.10.

5.3.2 Required Compliance Forms

- Bidders shall complete STD 204, Payee Data Record, available at www.documents.dgs.ca.gov/osp/pdf/std204.pdf, and submit it with the Final Bid.
- Bidders shall complete the Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Transactions, Exhibit 5-E, and submit it with the Final Bid.

Submit completed STD 204, Payee Data Record in Volume 1, Part 2, Tab 2.11.

Submit Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Transactions (IFB Exhibit 5-E) in Volume 1, Part 2, Tab 2.12.

5.3.3 Child Support Compliance Act

For any contract in excess of $100,000, the Bidder agrees, in accordance with Public Contract Code Section 7110 et seq., that:

1. The Bidder recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.
2. The Bidder, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

5.3.4 Insurance Documents

The Bidder must maintain in force (as required by State law) a valid Worker's Compensation Insurance Policy with employer's liability and a valid General Liability insurance policy in the amount of not less than $1,000,000 for all employees engaged in the performance of the contract and agree to furnish the State satisfactory evidence thereof within five (5) business days after contract award and at any time the State may so request.

Any Bidder utilizing subcontractors to perform more than ten percent (10%) of the total bid price must also submit certificates of insurance from those subcontracting firms or include all subcontractors as insured's under the Contractor's insurance within five (5) business days after contract award and at any time the State may so request.

The Bidder shall agree to the following provisions to be included in the certificate of insurance:

1. The insurer will not cancel the insured's coverage without 30 calendar days prior written notice to the State; and
2. The State of California, its officers, agents, employees, and servants are hereby named as additional insured only with respect to work performed for the State of California. (Not applicable to Worker's Compensation Insurance)
3. Must include a Waiver of Subrogation.

Submit a signed copy of Exhibit 5-A, Administrative Requirements Certification. in Volume 1, Part 2, Tab 2.13.

5.3.5 Workplace Policy Enforcement

Bidders must read, understand, and agree to all DCSS workplace policies. Bidders must sign the certification on Exhibit 5-F, Workplace Policy Enforcement acknowledging agreement with the stated workplace policies. Such agreement extends to all Consultants assigned to fulfill any contract resulting from this IFB. The policies are included in the Bidders Library.

Submit completed and signed IFB Exhibit 5-F, Workplace Policy Enforcement in Volume 1, Part 2, Tab 2.14.

5.3.6 Disabled Veteran Business Enterprise (DVBE) Participation Program Requirement

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in state contracts. The minimum DVBE participation percentage (goal) is **3%** for this solicitation. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a "good faith effort" (GFE). The Bidder must meet or exceed the DVBE goal of 3%.**

DVBE Declaration Forms

Bidders are responsible for thorough review and compliance with the DVBE Program Requirements and Resources instructions available at the following location:

http://www.documents.dgs.ca.gov/pd/poliproc/Master-DVBEReqPack-GoodsITFinalVersion090909.pdf

To be considered responsive, bidders must complete and return the Bidder Declaration, GSPD-05-105 (08/09) and the DVBE Declaration, STD.843 (5/2006), as applicable. Failure to complete and submit all required forms with the bid, that fully document and meet the DVBE program requirement, may cause the bid to be rejected.

- GSPD-05-105

  http://www.documents.dgs.ca.gov/pd/poliproc/Master-BidDeclar08-09.pdf

- STD. 843

  http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf

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

Bidders who have been certified by California as a DVBE (or who are bidding 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 solicitation, contact the Procurement Official identified in Section 1.5, Procurement Contacts or obtain a copy at the following website:

www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf.

The completed form must be included with the Final Bid response.

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

DVBE Incentive

In accordance with section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The maximum incentive for this solicitation is two percent (2%) of the lowest responsive and responsible total bid price, or $100,000, whichever is less,

and is based on the amount of DVBE participation obtained, according to the table below.

Confirmed DVBE Participation of:	DVBE Incentive %
5% or Over	2%
4% to 4.99%	1%
3% to 3.99%	0%

Bidders shall provide documentation of one of the following choices[11] in the Final Bid:

- Commit to full DVBE participation (Option A). Locate and commit to using certified DVBE firms who will perform at least 3%, or
- Reference a DGS-approved DVBE Utilization Plan (Option C). Submit a copy of the "Notice of an Approved DVBE Business Utilization Plan" in the name of Bidder's company.

If applicable, submit the Bidder's Disabled Veteran Business Enterprise Declarations (STD 843) in Volume 1, Part 2, Tab 2.15.

If applicable, for each DVBE Subcontractor, submit the Bidder's Disabled Veteran Business Enterprise Declarations (STD 843) in Volume 1, Part 2, Tab 2.15.

DVBE Certification

If, for this agreement, the contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then the contractor must, within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement), certify in a report to the awarding department: (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; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d))

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

[11] Option B Good Faith Effort has been eliminated as part of the 2009/10 budget reform.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC 999.9; Public Contract Code (PCC) 10115.10, or PCC 4110 (applies to public works only).

5.3.7 Commercially Useful Function (CUF)

On January 1, 2004, Chapter 623, Statutes of 2003, became effective and required all small businesses, microbusinesses and disabled veteran business enterprises to perform a "commercially useful function" in any contract they perform for the State. A business that is performing a commercially useful function is one that does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract;
- Carries out its obligation by actually performing, managing, or supervising the work involved;
- Performs work that is normal for its business, services, and function; and
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

The Bidder must provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the CUF requirement on Exhibit 5-G, Commercially Useful Function.

A contractor, subcontractor, or supplier will not be considered to perform a CUF if the role of the contractor or supplier is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB, MB, SB/NVSA or DVBE participation.

If applicable, submit IFB Exhibit 5-G, Commercially Useful Function for each certified small business and/or DVBE in Volume 1, Part 2, Tab 2.16.

5.4 Preference Claims (Optional)

The requirements in this section are optional. The State's denial of any of the preference requests is not a basis for rejection of the Bid. Contracts awarded with applied preferences will be monitored throughout the life of the contract for compliance to statutory, regulatory, and contractual requirements. The State will take appropriate corrective action to apply sanctions as necessary to enforce performance programs.

5.4.1 Enterprise Zone Act (EZA)

Government Code Section 7070, et. seq., provides that California based bidders, shall be granted a 5% preference, not to exceed a maximum of $50,000, whenever a state agency prepares a solicitation:

1. For a goods contract in excess of $100,000 and the worksite(s) is not fixed by the terms of the contract, if they demonstrate and certify, under penalty of perjury, that 50 percent of the labor hours required to manufacture the goods

and perform the contract shall be accomplished at an approved worksite(s) located in an enterprise zone (Gov. Code 7084(a)).

2. For a services contract in excess of $100,000, and the worksite(s) is not fixed by the terms of the contact, if they demonstrate and certify, under penalty of perjury, that 90 percent of the labor hours required to perform the contract shall be accomplished at an approved worksite(s) located in an enterprise zone (Gov. Code 7084(b))
3. Where a bidder complies with Gov. Code Sections 7084(a), or 7084(b), and certifies, under penalty of perjury, to hire a specified percentage of persons living within a targeted employment area, or are enterprise zone eligible employees, those bidders shall be granted additional preferences according to the hiring percentages specified as follows:
    a. An additional one percent (1%) preference by certifying to hire employees equal to 5 to 9 percent of the workforce
    b. An additional two percent (2%) preference by certifying to hire employees equal to 10 to 14 percent of the workforce
    c. An additional three (3%) preference by certifying to hire employees equal to 15 to 19 percent of the workforce
    d. An additional four (4%) preference by certifying to hire employees equal to 20 or more percent of the workforce
4. The maximum that can be awarded for this and any other provision of law is limited to 15 percent, nor shall the combination of all preferences allowable by law exceed one hundred thousand ($100,000) dollars.

Bidders seeking to obtain an EZA 5% preference must submit a completed STD Form 831 with or prior to their bid that includes the following:

1. All appropriate certifications.
2. The bidding firm's name and the name of all suppliers and subcontractors that will work with the bidder to fulfill the terms of the contract along with the address(es) of each of the worksite(s) and estimated labor hours.
3. Enterprise zone name(s)
4. Bidder's original signature.
5. The bidder must indicate if seeking the additional 1 to 4 percent preference available for hiring persons with a high risk of unemployment, by checking the appropriate box.

A bidder who has claimed an EZA preference(s) and is awarded the contract will be obligated to perform in accordance with preference(s) requested, provided that the EZA preference(s) was granted in obtaining the contract.

Bidders should contact the city or county economic development office or the Department of Housing and Community Development website (www.hcd.ca.gov) to identify enterprise zone locations. Firms receiving EZA preferences must report their

labor hours. Reference the state contract on which the award is based for specific reporting requirements.

For a copy of Standard Form 831 refer to:

www.documents.dgs.ca.gov/osp/pdf/std831.pdf.

The Bidder shall submit a fully executed copy of the Standard Form 831 to claim the EZA preference. The Bidder's Final Bid may omit this item if there is no intention to claim this preference.

If applicable, submit Standard Form 831 to claim EZA preference in Volume 1, Part 2, Tab 2.17.

5.4.2 Target Area Contract Preference Act (TACPA)

Government Code Section 4530, et. seq., provides that California based companies shall be granted a 5% preference, not to exceed a maximum of $50,000, whenever a state agency prepares a solicitation:

1. For a goods contract in excess of $100,000 and the worksite(s) is not fixed by the terms of the contract if they demonstrate and certify under penalty of perjury that at least 50 percent of the total hours required to manufacture the goods and perform the contract shall be performed at an identified worksite(s) located in a distressed area.
2. For a services contract in excess of $100,000 and the worksite(s) is not fixed by the terms of the contract demonstrate and certify under penalty of perjury that at least 90 percent of the total labor hours required to perform the contract shall be performed at an identified worksite(s) located in a distressed area.

Bidders seeking to obtain a TACPA 5 percent preference must submit a completed STD Form 830 with or prior to their bid that includes the following:

1. All appropriate certifications.
2. The bidding firm's name and the name of all suppliers and subcontractors that will work with the bidder to fulfill the terms of the contract along with the address(es) of each of the worksite(s) and estimated labor hours.
3. County census tract number and block group number.
4. Bidder's original signature.
5. The bidder must indicate if seeking the additional 1 to 4 percent preference available for hiring persons with a high risk of unemployment, by checking the appropriate box.

A bidder who has claimed a TACPA preference(s) and is awarded the contract will be obligated to perform in accordance with the preference(s) requested, provided that the TACPA preference(s) was granted in obtaining the contract.

Bidders should contact the TACPA/EZA/LAMBRA Preference Program Group (916) 375-4609, to determine if the worksite(s) is eligible. Firms receiving TACPA

preferences must report their labor hours. Reference the state contract on which the award is based for specific reporting requirements.

Bidders desiring to claim this preference for services must submit a fully executed copy of the TACPA form (STD 830), available at:

www.documents.dgs.ca.gov/osp/pdf/std830.pdf

The Bidder shall submit a fully executed copy of the TACPA form to claim this preference. The Bidder's Final Bid may omit this item if there is no intention to claim this preference.

If applicable, submit Standard Form 830 to claim TACPA preference in Volume 1, Part 2, Tab 2.18.

5.4.3 Local Agency Military Base Recovery Area (LAMBRA) Act

Government Code Section 7118, et. seq., provides that whenever a state agency prepares a solicitation for a goods or services contract in excess of $100,000 and the worksite(s) is not fixed by the terms of the contract, a 5 percent bid preference will be granted to California-based bidders if they certify under penalty of perjury that no less than 50 percent of the labor required to perform a contract for goods, or 100 percent of the labor hours required to perform a contract for services are performed at an approved worksite(s) located in a local agency military base recovery area.

Bidders seeking to obtain a LAMBRA 5 percent preference must submit a completed STD Form 832 with or prior to their bid that includes the following:

1. All appropriate certifications
2. The bidding firm's name and the name of all suppliers and subcontractors that will work with the bidder to fulfill the terms of the contract along with the address(es) of each of the worksite(s) and estimated labor hours
3. Military Base Recovery Area name(s)
4. Bidder's original signature
5. The bidder must indicate if seeking the additional 1 to 4 percent preference available for hiring persons with a high risk of unemployment, by checking the appropriate box.

A bidder who has claimed a LAMBRA preference(s) and is awarded the contract will be obligated to perform in accordance with preference(s) requested, provided that the LAMBRA preference(s) was granted in obtaining the contract.

Bidders should contact the Department of Housing and Community Development website (www.hcd.ca.gov) to identify LAMBRA zone locations. Firms receiving LAMBRA preferences must report their labor hours. Reference the state contract on which the award is based for specific reporting requirements.

Bidders desiring to claim this preference for services shall submit a fully executed copy of the LAMBRA form (Standard Form 832) with the Final Bid to claim this preference. For a copy of the STD Form 832 refer to:

www.documents.dgs.ca.gov/osp/pdf/std832.pdf

The Bidder's Final Bid may omit this item if there is no intention to claim this preference.

If applicable, submit Standard Form 832 to claim LAMBRA preference in Volume 1, Part 2, Tab 2.19.

5.4.4 Summary of Contract Activities

If a Bidder qualifies for one or more of the bidding preferences above (EZA, TACPA, LAMBRA), the Bidder shall submit a fully executed copy of the Manufacturer's Summary of Contract Activities and Labor Hours (DGS/PD 525) and the Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 526) with the Final Bid. The Bid may not contain these items if the Bidder does not intend to claim any of these preferences. These forms are available on the DGS website at:

www.documents.dgs.ca.gov/pd/dispute/mfgsum1001.pdf

www.documents.dgs.ca.gov/pd/edip/bidsum1001.pdf

If applicable, submit DGS/PD 525 in Volume 1, Part 2, Tab 2.20 and DGS/PD 526 in Volume 1, Part 2, Tab 2.21 to any claim bidder preference(s).

5.4.5 Small Business Preference

Small businesses and microbusinesses are desired and encouraged to participate in this IFB. Section 14835, et seq. of the Government Code requires a five percent (5%) preference be given to Bidders who qualify as a small business. The Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) must certify small businesses seeking eligibility for the five percent (5%) preference. The Bidders must specifically request the five percent small business preference be applied to their Bids. The preference is used only for evaluation purposes and does not alter the dollar amount of the actual Bids. Questions regarding the preference approval process should be directed to the Office of Small Business and Disabled Veteran Business Enterprise Certification at 707 Third Street, First Floor, Room 400, West Sacramento, CA 95605 or call (916) 375-4940. Twenty-four-hour information and document request system: (916) 322-5050. Information regarding small business certification is available at:

http://www.pd.dgs.ca.gov/smbus/sbcert.htm

SMALL BUSINESS CERTIFICATION

To claim the small business preference, the firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the OSDS by 5:00 p.m. on the date the Final Bid is due, and the OSDS must be able to approve the application as submitted. Small Business Non-Profit Veteran Service Agencies (SB/NVSA) claiming the Small Business Preference must possess certification by California prior to the day and time the bids are due. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE

A five percent (5%) bid preference is available to a non-small business claiming at least twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the Bidder Declaration Form GSPD 05-105 must list all of the California certified small businesses with which the Bidder commits to subcontract in an amount of at least twenty five percent (25%) of the total bid price.

SMALL BUSINESS NON-PROFIT VETERAN SERVICES AGENCIES (SB/NVSA)

A five percent (5%) preference is available for SB/NVSA Bidders bidding as a Prime. The definition of nonprofit veteran service agencies qualifying as a small business is contained in Section 999.50 et seq. of the Military and Veterans Code. A copy of the regulations is available upon request from the Office of Small Business and Disabled Veteran Business Enterprise Certification.

CLAIMING THE PREFERENCE

In the Final Bid, the Bidder shall submit the Intent to Claim Small Business Preference, IFB Exhibit 5-H and the Bidder Declaration Form, GSPD-05-105 to claim the Small Business preference (see Section 5.2.1, Teaming Relationship on instructions to complete this form). NOTE: All Bidders must complete the Bidder Declaration Form and include it with the bid response irrespective of the percentage of participation by subcontractors.

If applicable, submit Intent to Claim Small Business Preference (IFB Exhibit 5-H) in Volume 1, Part 2, Tab 2.22 AND provide CUF Statement (IFB Exhibit 5-G) in Volume 1, Part 2, Tab 2.16.

Exhibit 5-A Administrative Requirements Certification

By signing this document the bidder agrees to comply with all MANDATORY requirements in Section 5, Administrative Requirements.

Dated: _____

Bidder Company Name

Signature of Company Representative

Printed/Typed Name and Title of Company Representative

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Exhibit 5-B Corporate Background and Experience

Bidder Company Name: _____

BIDDER shall summarize its corporate experience relevant to CSE M&O Services using this form. Use one form per project. Please number projects: 1, 2, 3, etc. for ease of reference.

Project No: _____ Project Name: _____

Client Company Name: Address: Contact Person Name: Telephone Number: Email Address:	
Nature and Scope of Project and System	
Bidder Roles and Responsibilities	
Technologies Used in the System	[ ] IBM AIX [ ] DB2 Database [ ] IBM WebSphere [ ] J2EE Architecture [ ] Web Applications [ ] Java Business Logic [ ] IBM InfoSphere [ ] Tivoli [ ] Enterprise Forms [ ] Enterprise Reports
Bidder Activities	[ ] Host Operation or operational support services [ ] Application Maintenance services [ ] Other:
Contract Start/Finish Dates	Start: Finish:
Contract Amount for M&O Activities (by year)	
Type of System	[ ] Public Sector System [ ] Child Support Enforcement System [ ] Other Welfare System [ ] Private Sector System
Application Complexity	[ ] Centralized Database [ ] Centralized Core Business Application [ ] Batch Processing [ ] On-Line Distributed User Access
Application Users	_____Total Users _____Peak Concurrent Users _____Distributed Users _____Core Application Users
Application Size	_____Function Points, or _____Lines of code
M&O Full-time Resources	Bidder provided _____ full-time resources for at least two years
M&O Hours Performed Annually	_____Total Project M&O annual hours

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Exhibit 5-C Corporate Client Reference

Bidder Company Name:_____

Project No: _____ Project Name: _____

Note to Bidder: Bidder shall provide this form along with a copy of the associated Exhibit 5-B, Corporate Background and Experience to its Corporate Client Reference for the project stated above.

BIDDER SHALL NOT complete any sections of this form below this point.

Note to Client Reference: This information will be used to evaluate the Bidder identified above. Please review the attached Exhibit 5-B, Corporate Background and Experience and complete the following certification regarding the characteristics of the Project and the Bidder's roles and responsibilities with respect to the Project. Please note that a State of California staff person may contact you to verify the responses on this form. Thank you for your assistance.

Client Company Name: _____ Client Company Address: _____ _____ Phone Number: (____) _____ Email Address _____	Contact Person: _____ Printed Title of Contact Person Signing: _____ ***Certification: I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made on the attached Exhibit 5-B, Corporate Background and Experience and, to the best of my knowledge and belief all information is accurate.*** Contact Person Signature: _____ Date: _____
Summary of Bidder Services: Date of Service: _____through_____ Total Labor Hours: _____ Total Contract Amount: $_____ Bidder Performance: o Satisfactory o Unsatisfactory	

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Exhibit 5-D Staff Client Reference

Bidder Company Name: _____

Staff Member Name: _____

Project or Engagement Title: _____

Job Title or Position: _____

Note to Bidder: Bidder shall provide this form to the Staff Member's Client Reference for the project stated above, along with a copy of the associated Resume as submitted with its Bid in response to this IFB.

BIDDER SHALL NOT complete any sections of this form below this point.

Note to Client Reference: This information will be used to evaluate the Bidder staff member identified above. Please review the attached resume and complete the following certification regarding the characteristics of the Project or Engagement identified above and the Bidder staff member's roles and responsibilities with respect to the Project as detailed on the resume. Please note that a State of California staff person may contact you to verify the responses on this form. Thank you for your assistance.

Client Company Name: _____ Client Company Address: _____ _____ Phone Number: (____) _____ Email Address _____	Contact Person: _____ Printed Title of Contact Person Signing: _____ ***Certification: I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made on the attached Resume and, to the best of my knowledge and belief all information is accurate.*** Contact Person Signature: _____ Date: _____
Summary of Staff Services: Date of Service: _____through_____ Staff Member Performance: o Satisfactory o Unsatisfactory	

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Exhibit 5-E Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion, Lower Tier Covered Transactions

This certification is required for federally funded agreements in the amount of $25,000 or more by the regulations implementing Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76 and 44 CFR Part 17. See also:

http://www.acf.dhhs.gov/programs/ofs/grants/debar.htm

(BEFORE COMPLETING CERTIFICATION, READ THE FOLLOWING INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective recipient of Federal assistance funds certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

Dated: _____

Bidder Company Name

Signature of Company Representative

Printed/Typed Name and Title of Company Representative

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Exhibit 5-F Workplace Policy Enforcement

☒ Applicable to this IFB, policies included in the Bidders Library

☐ Not Applicable to this IFB

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Bidder to adhere to the Workplace Policies in the **Bidders Library** as listed below:

1. Incompatible Activities Statement
2. Sexual Harassment Policy
3. Smoking Policy
4. Information Security Manual
5. Workplace Violence Prevention Program
6. Internet and Email Policy

This certification is made under the laws of the State of California.

Dated: _____

Bidder Company Name Federal ID Number

Signature of Company Representative

Printed/Typed Name and Title of Company Representative

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Exhibit 5-G Commercially Useful Function

All certified Small Business, Microbusiness, and/or DVBE contractors or subcontractors must meet the commercially useful function requirements under Government Code, Section 14837 (for SB) and Military and Veterans Code, Section 999(e)(2) (for DVBE). These requirements are summarized as follows:

A business that is performing a commercially useful function is one that does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract
- Carries out its obligation by actually performing, managing, or supervising the work involved
- Performs work that is normal for its business, services, and function
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices

The Bidder must complete this Exhibit for each certified Small Business, Microbusiness, and/or DVBE.

Name of Certified Small Business or DVBE

The Bidder must provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the CUF requirement.

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

Bidder Company Name

Signature of Company Representative Date

Printed/Typed Name and Title of Company Representative

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Exhibit 5-H Intent to Claim Small Business Preference

ALL BIDDERS, MUST CHECK THE APPROPRIATE LINE:

____ I am a California certified small business and the Small Business Preference is applicable to this Bid. A copy of my certified form from the Office of Small Business and Disabled Veteran Business Certification is attached.

____ I have recently filed for California small business preference but have not yet received certification.

____ I am not a certified small business but I am using a small business as a Subcontractor claiming at least 25% small business subcontractor preference.

Name of Small Business Subcontractor (if applicable)

Bidder Company Name

Name and Title of Authorized Representative

Signature Date

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8. BID FORMAT

8.1 Introduction

These instructions prescribe the mandatory Bid format and the approach for the development and presentation of Bids. Format instructions must be followed, all requirements and questions in the IFB must be answered, and all requested data must be supplied. Submissions include a Final Bid.

Bids must address requirements in Section 5, Administrative Requirements, and Section 6, Statement of Work Requirements, of the IFB in the order in which they are presented. Each IFB requirement response in the Bid should reference the exact location where the requirement is found in the IFB. The Bidder must respond to all requirements.

Final Bids must be submitted in both electronic and hard copy format. All pages in the Bid should be standard 8½ x 11 paper, except charts and diagrams, which may be foldouts. If foldouts are used, the folded size should fit within the 8½ x 11 format. The hard copy Bid must be provided in 3-ring binders. Electronic copies must be in the original published and editable format (e.g., Excel, Word, Visio, Photoshop, etc.).

Page numbers should be located in the same page position throughout the Bid. Figures, tables and charts should be assigned index numbers and should be referenced by these numbers in the Bid text and in the Bid Table of Contents. Figures should be placed as close to text references as possible.

The following should be shown on each page of the Bid:

IFB CSS 188
Name of the Bidder
Bid volume number
Bid part
Page number

The Bid shall be completely sealed. One (1) complete set of all required volumes shall be clearly marked “MASTER COPY.” Costs must be sealed separately and clearly labeled: Volume 3 - Costs. Each sealed Bid container should be labeled as follows:

Name of Bidder
IFB CSS 188
Final Bid

See Section 2.3, Bid Steps, for more details on Bid submission.

8.2 Bid Format and Content

The Final Bid must be submitted on the dates specified in Section 1.6, Key Action Dates and in the manner specified in Section 2, Rules Governing Competition. The Final Bid must be submitted in the number of copies indicated, and must be structured in the following manner:

Volume 1 – Response to Requirements 1 Master copy and 10 copies

- Cover Letter
- Table of Contents
- Part 1 – Executive Summary
- Part 2 – Response to Administrative Requirements
- Part 3 – Response to Statement of Work Requirements

Volume 2 – Complete Contract 1 Master copy and 2 copies

Volume 3 – Costs 1 Master copy and 2 copies

- Exhibits 7-A through 7-D, Cost Tables
- CD-ROM – 1 Electronic copy of Vol 3

Volume 4 – Literature 1 Master copy and 2 copies

CD-ROM – 1 Electronic copy of Volumes 1, 2, and 4

DO NOT INCLUDE COST DATA ON THIS CD-ROM

One (1) complete set of all Bid volumes shall be clearly marked “MASTER COPY”.

COST INFORMATION SHALL ONLY BE PROVIDED IN VOLUME 3, COSTS.

8.2.1 Volume 1 – Response to Requirements

Volume 1 must be in the order and format indicated below. The organization of the Bid volume must be as follows:

1. Cover Letter

   The Cover Letter must be prepared and signed in accordance with Section 2.3.5.5, Signature of Bid, and Section 5.1, Compliance with Administrative Requirements, Responding to the IFB. The Cover Letter must be included as the first page of Bid Volume 1. COST INFORMATION MUST NOT BE INCLUDED IN THE COVER LETTER.

2. Table of Contents

   All parts of the Final Bid specified in Section 8, Bid Format, such as volumes, parts, tabs, and exhibits should be identified by volume, part, and page number in the Table of Contents. All tables, figures, charts and graphs should be identified by index number and page number in a Table of Tables and Table of Figures.

3. Part 1 - Executive Summary

   Volume 1, Part 1 should contain an Executive Summary of the salient features of the Bid. The Executive Summary should condense and highlight the contents of the Bid to provide a broad understanding of the entire Bid. The Executive Summary should include conclusions and generalized recommendations. Such conclusions and recommendations will not be evaluated and will not be a factor in selection of the successful Bid. COST

INFORMATION MUST NOT BE INCLUDED IN THE EXECUTIVE SUMMARY.

4. Part 2 - Response to Administrative Requirements

   Volume 1, Part 2 must contain all documentation required to be submitted in response to the requirements specified in Section 5, Administrative Requirements.

   The organization of Part 2 must be:

   Tab 2.1 Exhibit 5-A, Administrative Requirements Certification

   Tab 2.2 Bidder Declaration (GSPD-05-105)

   Tab 2.3 Exhibit 5-B, Corporate Background and Experience forms for Bidder

   Tab 2.4 Exhibit 5-C, Corporate Client Reference forms for Bidder

   Tab 2.5 Exhibit 5-B, Corporate Background and Experience forms for Subcontractors

   Tab 2.6 Exhibit 5-C, Corporate Client Reference forms for Subcontractors

   Tab 2.7 Staffing Plan

   Tab 2.8 Initial Staff Resumes

   Tab 2.9 Exhibit 5-D, Staff Client Reference forms for each senior staff member.

   Tab 2.10 Secretary of State Certification

   Tab 2.11 Payee Data Record (STD 204)

   Tab 2.12 Exhibit 5-E, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Transactions

   Tab 2.13 Certificate of Insurance

   Tab 2.14 Exhibit 5-F, Workplace Policy Enforcement

   Tab 2.15 Disabled Veteran Business Enterprise Declarations (STD 843)

   Tab 2.16 Exhibit 5-G, Commercially Useful Function

   Tab 2.17 EZA Preference (STD 831, OPTIONAL)

   Tab 2.18 TACPA Preference (STD 830, OPTIONAL)

   Tab 2.19 LAMBRA Preference (STD 832, OPTIONAL)

   Tab 2.20 Manufacturer’s Summary of Contract Activities and Labor Hours (DGS/PD 525, OPTIONAL)

Tab 2.21 Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 526, OPTIONAL)

Tab 2.22 Exhibit 5-H, Intent to Claim Small Business Preference (OPTIONAL)

All Tabs must be included in the response. For those Tabs which do not apply to the Bid, a page shall be inserted under that particular tab indicating that the Bidder is not submitting any information for this particular tab as it does not apply to their Bid.

5. Part 3 - Response to Statement of Work Requirements

   The organization of Part 3 must be:

   Tab 3.1 Exhibit 6-A, Statement of Work Requirements Certification

8.2.2 Volume 2 – Contract

This volume must contain the complete and signed Contract (Std 213) with all appropriate blanks completed and with State approved contract language. Do not include standard contract language, SOW, Cost information, or Administrative exhibits with Contract Exhibits A-1, A-2, A-3, A-6, and A-7 in the Bidder Response (placeholder pages for documents included by reference are sufficient for the bid).

The contract is provided as IFB Appendix A, Contract and includes the following components:

1. Standard Agreement (Std. 213)
   a. The Bidder shall complete the electronic copy (pdf) of the Standard Agreement Form (Std. 213) provided by the State in the solicitation documents. This copy will include applicable State information already completed.
   b. The Contractor shall complete all Contractor information on line 1 and in the "CONTRACTOR" portion near the bottom of the form. The Master copy of the Standard Agreement (Std. 213) should be printed and signed (reflect the original signature) by the authorized representative of the bidder.
   c. Do not include any dollar figures and do not fill in any other sections on the Standard Agreement Form. They will be completed by the State at the time of Contract Award.
2. Exhibit A-1 DGS General Provisions – Information Technology GSPD-401IT)
3. Exhibit A-2 Personal Services Special Provisions
4. Exhibit A-3 Statement of Work
   a. Section 6, Statement of Work Requirements

   b. Exhibit 6-B, Staff Qualifications
5. Exhibit A-4 DCSS Special Provisions
6. Exhibit A-5 Payment Provisions
7. Exhibit A-6 Cost Tables
8. Exhibit A-7 Administrative Exhibits
   a. Bidder Declaration (GSPD 05-105)
   b. Staffing Plan

The Exhibits in Appendix A must be completed and submitted as Volume 2. Do not include any costs in Volume 2 of the Bid. At the time of Contract Award, cost tables by State Fiscal Year will be created and incorporated into Exhibit A-6, Cost Tables and will be included as an attachment to the Contract.

NO COSTS SHALL BE INCLUDED IN ANY PART OF VOLUME 2.

8.2.3 Volume 3 – Cost

Volume 3 must be separately sealed and clearly labeled: Volume 3 – Costs. Volume 3 will not be opened for evaluation until Administrative and Statement of Work evaluations have been completed as described in Section 9, Evaluation. Volume 3 must contain the CD-ROM containing cost information and all completed tables required by the IFB.

The organization of Volume 3 must be:

1. Exhibits 7-A through 7-E, Cost Tables
2. CD-ROM containing one electronic copy of original editable files for all of Volume 3 – Cost.

8.2.4 Volume 4 – Literature

Volume 4 should contain all technical and other reference literature the Bidder chooses to supply to support the responses to the requirements in this IFB. The Volume should contain an index which cross-references the literature submitted in Volume 4 and the IFB Requirement the literature is supporting.

If the Bidder does not choose to provide such material, a statement of intentional omission should be provided in Volume 4.

8.2.5 CD-ROM

One electronic copy of all of Volumes 1, 2, and 4 shall be provided on CD-ROM in original editable format, with the non-cost portion of the Bid.

DO NOT INCLUDE COST DATA ON THIS CD-ROM.

8.3 Bid Format and Content Detail for Final Bid Supplement Due June 22, 2010

This section pertains to Bidders that submitted a Final Bid by the original bid due date of March 15, 2010. Bidders that are submitting a Final Bid for the first time must follow the instructions of 8.1 and 8.2 above.

Please note: The Bidder only needs to submit the pages that correct the material deviations identified in the Draft Bid. Binders are not necessary, however; the volumes should be three-hole punched and separated by a marked tab. The responses must stand alone and meet the IFB requirement without reference to any previous Bidder submission. The Evaluation Team will not consider any information other than the supplemental submission when evaluating supplemental Bidder responses. The documents will be considered a supplement to the original bid and will replace the responses submitted in Volume I.

The Final Bid Supplements must be submitted in both electronic and hard copy format. All pages in the Bid should be standard 8.5" x 11" paper, except for charts, diagrams, and similar materials, which may be foldouts. If foldouts are used, the folded size should fit within the 8.5" x 11" format. Softcopies must be submitted on compact disk (CD) in Microsoft Word, Microsoft Project, Excel 2003 or Adobe PDF formats.

The following should be shown on each page of the Bid:

- IFB CSS 188
- A label of **"Final Bid Supplement 1"**
- Name of Bidder
- Bid volume and section number
- Page number

The Bid must be completely sealed. The Final Bid Supplement must be submitted in the number of copies indicated in Section 8.2 above. One complete set of all required volumes must be clearly marked "MASTER COPY." The MASTER COPY should contain all applicable documents with original signatures. All items must be submitted by the time and dates specified in Section 1.6 of the IFB. Mail or deliver the Bids to the State Procurement Official listed in Section 1.5 of the IFB. Faxed or e-mailed copies will not be accepted.

8.4 Volume Content

8.4.1 Volume 1 – Response to Requirements

This volume must contain only the pages that correct the material deviations identified in the draft proposal and provided to the bidder via letter. All relevant documents and information, except for cost data, must be completed and included in this volume.

1. Cover Letter
2. Table of Contents
3. Part 1 - Executive Summary
4. Part 2 - Response to Administrative Requirements

   Volume 1, Part 2 must contain all documentation required to be submitted in response to the requirements specified in Section 5, Administrative Requirements.

   The organization of Part 2 must be:

   Tab 2.1 Exhibit 5-A, Administrative Requirements Certification

   Tab 2.2 Bidder Declaration (GSPD-05-105)

   Tab 2.3 Exhibit 5-B, Corporate Background and Experience forms for Bidder

   Tab 2.4 Exhibit 5-C, Corporate Client Reference forms for Bidder

   Tab 2.5 Exhibit 5-B, Corporate Background and Experience forms for Subcontractors

   Tab 2.6 Exhibit 5-C, Corporate Client Reference forms for Subcontractors

   Tab 2.7 Staffing Plan

   Tab 2.8 Initial Staff Resumes

   Tab 2.9 Exhibit 5-D, Staff Client Reference forms for each senior staff member.

   Tab 2.10 Secretary of State Certification

   Tab 2.11 Payee Data Record (STD 204)

   Tab 2.12 Exhibit 5-E, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Transactions

   Tab 2.13 Certificate of Insurance

   Tab 2.14 Exhibit 5-F, Workplace Policy Enforcement

Tab 2.15 Disabled Veteran Business Enterprise Declarations (STD 843)

Tab 2.16 Exhibit 5-G, Commercially Useful Function

Tab 2.17 EZA Preference (STD 831, OPTIONAL)

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Tab 2.19 LAMBRA Preference (STD 832, OPTIONAL)

Tab 2.20 Manufacturer's Summary of Contract Activities and Labor Hours (DGS/PD 525, OPTIONAL)

Tab 2.21 Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 526, OPTIONAL)

Tab 2.22 Exhibit 5-H, Intent to Claim Small Business Preference (OPTIONAL)

5. Part 3 - Response to Statement of Work Requirements

   The organization of Part 3 must be:

   Tab 3.1 Exhibit 6-A, Statement of Work Requirements Certification

8.4.2 Volume 2 – Contract

This volume must contain only the pages that correct the material deviations identified in the draft proposal and provided to the bidder via letter. The Standard Form 213 must be signed.

NO COSTS SHALL BE INCLUDED IN ANY PART OF VOLUME 2.

8.4.3 Volume 3 – Cost

The Bidder may request that their original cost submission be returned and may resubmit cost by the new Final Bid due date per Section II, 2.3.5.7. **This volume must be submitted in a separately sealed container/envelope, marked Supplement 1, and contain all completed cost worksheets.**

8.4.4 Volume 4 – Literature

Volume 4 should contain all additional reference literature the Bidder chooses to supply to support the Supplemental responses to the requirements in this IFB.

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9. EVALUATION

This section presents the process and the criteria that DCSS will follow in evaluating Bids submitted in response to this IFB.

Final Bids will be evaluated in a multi-step process to determine the Bid offering the **lowest cost to the State** while meeting all of the State's mandatory requirements, and will not exceed the State's cost cap ($24 million annually). The contract award, if made, will be to the responsible bidder submitting a responsive bid that is the lowest cost after application of any preference requirements, if applicable.

9.1 Receipt of Bids

This procurement process is limited to submitting a Final Bid. All Bids must be delivered to the Procurement Official specified in Section 1.5, Procurement Contacts, at the location, date, and time specified in Section 1.6, Key Action Dates. FINAL BIDS WILL NOT BE ACCEPTED IF LATE.

Upon receipt, each Bid will be verified as properly sealed and date and time stamped. All Final Bids must be submitted in the quantity and format specified in Section 8, Bid Format.

Final Bid submissions shall include costs under separate, sealed cover.

9.2 Bid Security

All Bidder Submissions are confidential and shall be kept in a secured area until the Intent to Award notice has been posted.

9.3 DCSS Evaluation Team

DCSS has established an Evaluation Team comprised of individuals from the DCSS that will be responsible for the review and evaluation of Final Bids. DCSS shall designate a Team Chairperson who will manage the evaluation process. A representative from the DGS will provide guidance and oversight for the evaluation process and will serve as the single point of contact for questions and requests for clarifications during the evaluation process.

The Evaluation Team will be comprised of sub-teams that will each review one or more aspects of the bid. For example, a sub-team of System Software Specialists may review all System Software Specialist resumes for all bidders, while a sub-team of Application Testers reviews all Application Test Analyst resumes for all bidders. In no case will a sub-team consist of less than two (2) persons, and in every case a specific aspect of the bid will be evaluated by the same sub-team for all bidders. All final evaluation determinations will be made by consensus of the applicable sub-team with oversight of the Team Chairperson and the DGS representative.

DCSS may consult additional qualified individuals or Subject Matter Experts (SME), during the evaluation process to assist the Evaluation Team in gaining a better understanding of technical, financial, legal, contractual, project or program issues. These individuals will not have voting or scoring privileges or responsibility for the evaluation process but will serve in a confidential advisory capacity.

9.4 Draft Bids

In the event that all Final Bid contain material deviations, the State may declare all bids to be Drafts (in whole or in part) as indicated in Section 2.3.7.4(7). An addendum will be issued that includes modification to the Key Action Dates, including a confidential discussion and a new Final bid filing date.

Confidential Discussions will be held with each Bidder to discuss the Mandatory requirements that were deemed by the Evaluation Team as containing deviations that were determined to be material. Non-mandatory requirements (e.g. desirable) will not be discussed as they are non-material deviations.

Final Bid Supplement Submission: Bidders that submitted a Final bid on March 15, 2010 that has been declared a partial Draft, as it applies to Mandatory requirements only, will have the opportunity to submit a Supplement to their Final bid for the Mandatory Requirements that contain deviations that were determined to be material by the Evaluation Team. **ONLY MANDATORY ADMINISTRATIVE AND TECHNICAL REQUIREMENTS CAN BE RESUBMITTED.** In order to evaluate responsive Final Bids, the Bidder will submit a Supplement to their Final Bid that includes only responses to Mandatory requirements that were deemed to contain material deviations. The State Evaluation Team will not consider supplemental responses to the non-mandatory requirements. Once the supplemental responses to the Mandatory requirements are evaluated and scored, where applicable, the Evaluation team will finalize the Bid score. The Bidder's Bid score will be calculated per instructions in Section 9.5.

In the event that a new bidder (a bidder that did not submit a response on March 15, 2010) submits a response by the new Final due date, the bid must contain all items identified in Section 8.1 through Section 8.2.5. The bid will be evaluated in its entirety as a Final bid. New bidders will not have the benefit of a draft phase or a confidential discussion.

Submission of a Final Bid Supplement shall follow the instructions in Section 8.4.

9.5 Evaluation of Final Bids

9.5.1 Evaluation Process Summary

The table below presents a summary of the overall evaluation process and illustrates how the Evaluation Team will score each Bid. The subsections that follow provide additional detail regarding this process.

Table 9-1 Evaluation Process

EVALUATION ITEM	MEET REQUIREMENTS
Bid Opening and Content Validation	
Content of Mandatory Requirements met?	Yes/No
If Yes, continue otherwise stop at this point	
Validation Against Mandatory Requirements	
Section 5, Administrative Mandatory Requirements met?	Yes/No
Section 6, SOW Mandatory Requirements met?	Yes/No
Section 8, Bid Format Requirements met?	Yes/No
If Yes, continue otherwise stop at this point	
Any Material Deviations?	Yes/No
If No, continue, otherwise stop at this point	
Contract Review	
Any Material Deviations?	Yes/No
If No, continue, otherwise stop at this point	
Cost Evaluation	
Any Material Deviations?	Yes/No
If No, apply preferences and determine Selected Bidder	

9.5.2 Deviations

During the evaluation process, any material deviations from the IFB requirements shall cause the Bid to be rejected. If all deviations are ruled immaterial, and the Evaluation Team decided that the Bid should not be rejected, the Bid will be evaluated as though no infraction occurred.

The test for materiality shall be as follows:

1. Is the requirement Mandatory or Desirable? If it is mandatory, proceed with answering the following questions. If desirable, Stop; the deviation is immaterial (reference Section 2, Rules Governing Competition, 2.1.2, Desirable Items).
2. Is the response in substantial accord with the solicitation requirement? If YES, the deviation is NOT material for this reason.
3. Does the response provide the bidder an advantage over other bidders? If NO, the deviation is NOT material for this reason.
4. Does the response have a potential significant effect on the delivery of the items bid? If NO, the deviation is NOT material for this reason.
5. Does the response have a potentially significant effect on the quantity of the items bid? If NO, the deviation is NOT material for this reason.
6. Does the response have a potentially significant effect on the quality of the items bid? If NO, the deviation is NOT material for this reason.

7. Does the response have a potentially significant effect on the amount paid to the vendor? If NO, the deviation is NOT material for this reason.
8. Does the response have a potentially significant effect on the cost to the State? If NO, the deviation is NOT material for this reason.

9.5.3 Bid Opening and Content Validation (Pass / Fail)

Final Bids must be delivered to the State Procurement Official at the location and by the date and time specified in Section 1.6, Key Action Dates. The State will record the time of receipt and verify that the Final Bids were received in a sealed condition. Final Bids not received by the date and time specified will be rejected.

All Final Bids received by the time and date specified will be opened. The Final Bids will then be checked for the presence of the relevant information in conformance with the requirements of this IFB. Absence of required information may deem any Final Bid non-responsive and may cause rejection.

Volume 3, Costs, of the Final Bid shall remain sealed until the evaluation of the Administrative Requirements and Statement of Work Requirements are completed.

9.5.4 Validation of Mandatory Requirements (Pass / Fail)

The Mandatory requirements of Sections 5 and 6 are evaluated as Pass/Fail. The State will review the Bidders' response to Section 5, Administrative Requirements and Section 6, Statement of Work Requirements to evaluate each of the Mandatory Requirements.

If a Final Bid fails to meet any of the Mandatory requirements in Section 5, Administrative Requirements and Section 6, Statement of Work Requirements, the State will determine if the deviation is material using the Materiality test in Section 9.5.2, Deviations. If the deviation is determined to be material, the Final Bid will be considered non-responsive. If the deviation is determined to be immaterial the Bid will be accepted as if no deviation had occurred.

In the event that all Final Bids contain material deviations, the State may declare all bids to be Drafts (in whole or in part) as indicated in Section 2.3.7.4(7). An addendum will be issued that includes modification to the Key Action Dates, including a confidential discussion and a new Final bid filing date.

9.5.5 Bid Format Review (Pass / Fail)

The Bid format review is scored as Pass/Fail. The State will evaluate the Bid in detail to determine compliance with the IFB requirements, particularly Section 8, Bid Format. If a Final Bid fails to meet any of the submission requirements in Section 8, Bid Format, the State will determine if the deviation is material using the Materiality test in Section 9.5.2, Deviations. If the deviation is determined to be material, the Final Bid will be considered non-responsive. If the deviation is determined to be immaterial the Bid will be accepted as if no deviation had occurred.

9.5.6 Validation of Cost Bid

Volume 3, Cost, of the Final Bid shall remain sealed until the evaluation of the Administrative Requirements and SOW Requirements are completed. A Cost Bid

Certification will be signed by the Procurement Official and retained with the Master bid/contract files. This document can be found at

http://www.documents.dgs.ca.gov/pd/delegations/itcostcert.pdf

Cost Bids will only be opened for responsive Bids from responsible Bidders. On the date of the cost opening, the State will post a list of responsive and responsible Bidders that have passed all Bid evaluation steps to this point. This list will be provided to all bidders and the public in attendance at the cost opening as well as persons who request the list.

Total Labor Cost includes proposed cost for all SOW tasks. The Bidder must submit a Cost Bid that is responsive to Section 7, Cost of this IFB. Costs will be evaluated relative to all Bidders, with award to the lowest cost Bidder, after applying Bidder preferences.

IF A BID IS SUBMITTED THAT EXCEEDS THE ANNUAL COST CAP, THE BID WILL BE REJECTED.

9.6 Evaluation Methodology

The Evaluation Team will review each Bidder's Final Bid to ensure that it contains valid responses to all of the Mandatory Requirements. If a Final Bid lacks a valid response to any of the requirements or is lacking any deliverable, it will be considered non-responsive and may be rejected.

9.6.1 Mandatory Requirements

The Bidder's Final Bid must meet all of the Mandatory Requirements in Section 5, Administrative Requirements, Section 6, Statement of Work Requirements, and Section 8, Bid Format. The State will review all Mandatory Requirements on a Pass/Fail basis. Final Bids with material deviations that do not meet all mandatory requirements will be rejected.

9.6.2 Bidder Qualifications

The final step in evaluating Mandatory Requirements will be to evaluate the Bidder's responses applicable to Bidder Qualifications, including Corporate Background and Experience; Staffing Plan, and Staff Qualifications as described below.

9.6.2.1 Corporate Background and Experience

Corporate Background and Experience will be evaluated based on the first three (3) projects referenced by the Bidder and Subcontractors (if applicable) using the Corporate Background and Experience forms (Exhibit 5-B). Any projects for a Bidder or Subcontractor appearing in the Bid after the first three (3) will not be evaluated. Refer to Section 5, Administrative Requirements, for additional information. The Corporate Client Reference forms (Exhibit 5-C) for both Bidder and Subcontractor

references (if applicable) will be reviewed and references may be contacted for verification.

The Evaluation Team will review the Bidder's project documentation to ensure **all of** the following evaluation criteria are met.

- For each project, the Bidder must have provided application maintenance and/or operations services.
- At least one project must include both application maintenance and operations services for a single system.
- Each project must have been certified by the associated Corporate Client Reference for accuracy and satisfactory performance.
- Each project submitted must satisfy at least one of the following criteria, and all criteria must be met by the set of projects submitted:
  - For at least one project, the Bidder must have provided at least 50 full time resources for at least two years.
  - At least one system similar in size and complexity to the CSE system (the system must have exhibited all of the characteristics listed for System Size and Complexity in Table 9-2).
  - At least one system similar in architecture to the CSE system (the system must have utilized at least six (6) of the technologies listed for System Architecture in Table 9-2).
  - At least one public sector information system.

Table 9-2 Comparable System Size and Architecture

CRITERION	VALUE
System Size and Complexity	• System operational specifications included: • Centralized database • Centralized core business application • Batch processing • On-line distributed user access • 2000 total core application users with 1000 peak concurrent users • 1000 remote/distributed users over a wide area network • Business application sized at more than 10,000 function points[15] (or 1,000,000 lines of application code) • Total M&O level of effort of 100,000 hours annually (Note: this is a measure of system size and complexity, not staff provided by the Bidder).
System Architecture	System technical specifications included: • IBM Unix multiple server-based host platform running IBM AIX • DB2 database

[15] A **function point** is an industry standard, uniform measure of application size.

CRITERION	VALUE
	• IBM WebSphere application server • Java 2 Platform, Enterprise Edition (J2EE) architecture • Web application for on-line user access • Java source code for application business logic • IBM InfoSphere data warehouse • Tivoli security and administration tools • Enterprise forms subsystem, such as Adobe Forms • Enterprise reporting products for report development, such as Hyperion and Business Objects

FAILURE TO MEET THE MINIMUM REQUIREMENTS FOR ANY EVALUATION CRITERION FOR CORPORATE BACKGROUND AND EXPERIENCE MAY RESULT IN REJECTION OF THE BID.

For Subcontractors that are proposed at 25% or more of the total bid price (see Section 5.2.5, Subcontractor Corporate Background and Experience), the first three Subcontractor projects will be evaluated based on the Corporate Background and Experience forms (Exhibit 5-B) and Corporate Client Reference forms (Exhibit 5-C) submitted for Subcontractor projects. Any projects for a Subcontractor appearing in the Bid after the first three (3) will not be evaluated.

The Evaluation Team will review all of the Subcontractor's project documentation to ensure **all of** the following evaluation criteria are met.

- For each project, the Subcontractor must have provided application maintenance and/or operations services.
- Each project must have been certified by the associated Corporate Client Reference for accuracy and satisfactory performance.
- Each project submitted must satisfy at least one of the following criteria (only one, not all of the following criteria need be met by a Subcontractor's complement of three (3) projects):
  - A system similar in size and complexity to the CSE system (the system must have exhibited all of the characteristics listed for System Size and Complexity in Table 9-2).
  - A system similar in architecture to the CSE system (the system must have utilized at least five (5) of the technologies listed for System Architecture in Table 9-2).
  - A public sector information system.

FAILURE TO MEET THE MINIMUM REQUIREMENTS FOR ANY EVALUATION CRITERION FOR SUBCONTRACTOR CORPORATE BACKGROUND AND EXPERIENCE IS GROUNDS FOR DISQUALIFICATION OF THE BID.

9.6.2.2 Staffing Plan

The Evaluation Team will separately evaluate each Bidder's submitted Staffing Plan based on the Staffing Plan Requirements stated in Section 5.2.6 Detailed Staffing Plan. The Evaluation Team will evaluate each requirement using the evaluation criteria defined in Table 9-3 to determine whether or not the Bidder's response meets the State's requirements.

FAILURE TO MEET THE MINIMUM REQUIREMENTS FOR ANY STAFFING PLAN REQUIREMENT MAY RESULT IN REJECTION OF THE BID.

Table 9-3 Staffing Plan Evaluation Criteria

CRITERION	DEFINITION
Thoroughness	The Bidder's response to the specific requirement contains an appropriate level of detail and completeness.
Appropriateness	The Bidder's response correctly addresses the specific requirement, reflecting the Bidder's understanding of the requirement.
Presentation	The Bidder's response to the specific requirement is readable, organized, and easy to understand

9.6.2.3 Staff Qualifications

The Evaluation Team will evaluate the Bidder's offered staff based on the Minimum Qualifications (MQs) and Qualifying Ratios (Q/Rs) for the Classification specified in Exhibit 6-B, Staff Qualifications. This evaluation will consist of reviewing the Bidder's resumes to verify that **at least 20 of the 25** initial staff reflected in the Bid meet the MQs and QRs for the applicable classifications as specified in the matrix in the Bidder's Staffing Plan. Table 9-4 shows the number of initial staff and the number of staff that must meet the MQ for each MQ (1-7) for each Classification. For each classification and MQ, the "Qualifying Ratio" is the fraction of staff that must meet the MQ. For example, for the Application Developer III, only 2 of the 6 initial staff must meet MQ7, giving a Qualifying Ratio of 2/6.

Table 9-4 Initial Staffing Profile

CLASSIFICATION	NUMBER OF STAFF	QUALIFYING RATIOS						
		MQ1	MQ2	MQ3	MQ4	MQ5	MQ6	MQ7
Application Architect	1	1	1	1	1	1	1	1
System Architect	1	1	1	1	1	1	1	1
Database Architect	1	1	1	1	1	1	1	1
Application Developer III	6	6	6	6	6	6	6	2
Application Test Analyst III	5	5	5	5	5	5	3	2
Database Administrator III	3	3	3	3	2	3	2	2
System Software Specialist III	8	8	8	8	6	8	3	3
Totals	**25**	**25**	**25**	**25**	**22**	**25**	**17**	**12**

Staff Qualification Evaluation Steps

1. Review Resumes to Verify Minimum Qualifications

The Evaluation Team will review each Resume provided in the Bidder's response to verify that the MQs the Bidder claims are met by the staff member are supported in the Resume. Any MQ claimed by the Bidder that cannot be verified in the resume will be indicated as "not met" for evaluation purposes. For bid evaluation purposes only, MQs 2 through 7 in each classification will be verified in the resume. MQ 1 in each classification will be verified using the Staff Client Reference forms. MQs 8-12 will not be verified for bid evaluation purposes.

2. Verify Client References

   The State may contact any or all of the client references indicated on the Staff Client Reference forms (Exhibit 5-D) to confirm the information submitted in the resume related to the specific client reference. The first attempt may be made by email. If no response is received within four State business days the second and third attempt may be made by phone. Negative responses, missing client references, or inability to contact references may be cause for failure to satisfy MQ1, "Satisfactory Client References". Since the Staff Member Performance portion of the Staff Client Reference form is optional, an unmarked form will not be considered a negative response.

3. Determine if Resumes meet Qualifying Ratios

   Once all resumes for a Bidder have been reviewed, the Evaluation Team will determine if the complement of resumes for a classification meet the QRs for the classification (see Table 9-4). For example, if at least two (2) of the resumes for Application Developer III meet MQ7 with a QR of 2/6, the QR is met.

   For Bid evaluation purposes only, if for any classification one or more MQ QRs are not met, the evaluation team will determine how many resumes would need to be replaced or corrected in order to meet all of the QRs. **At least 20 of the 25 required initial resumes submitted with the Bid must be free of defects in order for the Bid to be considered responsive.**

   For example, suppose the Bidder claimed in its Staffing Plan that three (3) of its Application Developer III staff met MQ7 requiring 2 years of child support systems experience. Suppose then that only two (2) of the three (3) referenced resumes for Application Developer III explicitly reflected system experience for a child support system, and one of those was for only one (1) year instead of two (2). Since the QR for MQ7 is 2/6, only one resume would need to be replaced or corrected to meet the QR even though two (2) resumes contained errors. In this case only one resume is considered defective for Bid evaluation purposes. If this were the only error in the Bidder's resumes, the Bidder would have 24 of 25 qualified resumes and the Bid would be considered responsive.

FAILURE TO MEET MINIMUM QUALIFICATIONS IN THE REQUIRED QUALIFYING RATIOS FOR AT LEAST 20 RESUMES MAY RESULT IN REJECTION OF THE BID.

The resume defect threshold above is for the purpose of evaluation and determination of responsive bidders only. If the selected Contractor bids one or more classifications that failed to meet all of the MQs and QRs during the evaluation, the Contractor will be required to correct the resumes or replace proposed staff after contract award as necessary such that all MQs and QRs are met for all

classifications. Staff replacements after contract award must be made per the conditions specified in Appendix A, Exhibit A-4, DCSS Special Provisions, paragraph 3, Replacement Staff.

No resume replacements or corrections will be permitted for evaluation purposes after Final Bids have been submitted.

9.7 Cost Evaluation

9.7.1 Total Cost Bid

The Evaluation Team will conduct a separate opening of Bidders' costs, after responses to Section 5, Administrative Requirements, Section 6, Statement of Work Requirements, and Section 8, Bid Format have been evaluated. Costs will be opened only for responsive Bids from responsible Bidders that pass the Mandatory Administrative and Statement of Work Requirements evaluation.

IF A BID IS SUBMITTED THAT EXCEEDS THE ANNUAL COST CAP IN ANY YEAR, THE BID WILL BE REJECTED.

The required cost figures will be checked for mathematical accuracy. Errors and inconsistencies will be dealt with according to procedures contained in Section 2.3.7.4, Errors in the Final Bid. Only those cost adjustments will be made by the procedures which are described in this IFB. Any adjustments in cost calculations will be made based on the hourly rates reflected in Exhibit 7-A.

Once the Evaluation Team has evaluated the cost data and verified that it meets all submission and formatting requirements, the Evaluation Team will evaluate the cost data and determine the Bidder's Total Cost Bid. The Total Cost Bid will be the sum of the Bidder's Total Labor Cost (Exhibit 7-C) and Maximum Labor Cost for Extensions (Exhibit 7-D).

9.7.2 Bidder Preferences and Incentives

Adjustments for preference claims (TACPA, EZA, LAMBRA and Small Business) and DVBE participation incentives will be performed after calculating the Total Cost Bid and rank ordering Bidders.

Application of Bidder preferences shall be limited as specified in Government Code Section 1896.8e.

> In no event shall the amount of the small business or non-small business subcontractor preferences awarded on a single bid exceed $50,000, and in no event shall the combined cost of the small business or non-small business subcontractor preference and preferences awarded pursuant to any other provision of law exceed $100,000. In bids that the state has reserved the right to award by line item, or make multiple awards, the small business preference shall be applied to maximize the participation of small businesses.

<u>Small Business (SB) Preference</u>

Small businesses will be granted the five percent (5%) small business preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced, responsive bid or a bid that has been ranked as the

highest scored bid pursuant to a solicitation evaluation method described in Government Code Section 1896.8, and when the small business:

1. Has included in its bid a notification to the awarding department that it is a small business or that it has submitted to the Department a complete application pursuant to Section 1896.14 no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department as a small business;
2. Has submitted a timely, responsive bid; and
3. Is determined to be a responsible bidder.

Non-Small Business (NS) Preference

For evaluation purposes only, a five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the Total Cost Bid with one of more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontractors (Bidder Declaration GSPD-05-105) must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the percentage of the Total Cost Bid (as specified in the solicitation) per subcontractor.

Bidders claiming the five percent (5%) NS preference must commit to subcontract at least twenty-five percent (25%) of the Total Cost Bid with one or more California certified small businesses. Completed certification applications and required support documents must submitted to the Office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid due date, and the OSDC must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940.

DVBE Incentive Option With 3% DVBE Program Requirement

In accordance with section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The actual incentive amount shall be based on the amount of DVBE participation obtained, according to the table below. The maximum incentive for this solicitation is two percent (2%) of the lowest Total Cost Bid of responsive and responsible bidders or $100,000, whichever is less. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed $100,000. The DVBE incentive amount shall be subtracted from the Total Cost Bid of responsive bids eligible to receive the incentive for the purpose of determining the successful Bidder.

Table 9-5 DVBE Incentive

CONFIRMED DVBE PARTICIPATION	DVBE INCENTIVE %
5% or more	2%
4% to 4.99%	1%
3% to 3.99%	0%

TACPA, EZA, LAMBRA

The following preferences will be granted for California based bidders that meet the terms of the program.

- Target Area Contract Preference Act (TACPA)
- Enterprise Zone Act (EZA)
- Local Agency Military Base Recovery Area (LAMBRA) Act

A 5% preference, not to exceed $50,000, shall be computed from the lowest responsive and responsible Bidder's Total Cost Bid and shall constitute the TACPA/EZA/LAMBRA Preference. The TACPA/EZA/LAMBRA preference shall be subtracted from the Total Cost Bid of all responsive bids eligible to receive the preference.

9.8 Bidders Final Rank Determination

The State will select the successful Bidder on the basis of the lowest Total Cost Bid among all Final Bids that are responsive to the IFB requirements, after applying applicable preferences and incentives. Adjustments for bidder preferences and incentives will be used to determine ranking for selection only; contract award will be for the actual bid amount.

A Final Bid will be judged responsive if it meets all of the following criteria:

- The Final Bid conforms to IFB Section 2, Rules Governing Competition.
- The Final Bid meets all Mandatory Requirements in Section 5, Administrative Requirements, Section 6, Statement of Work Requirements, and Section 8, Bid Format.

The Evaluation Team will determine which Bidder's Final Bid has the lowest Final Cost Bid by rank ordering Bids by Total Cost Bid and applying Bidder Preferences.

The final rank determination and selection shall be calculated as follows:

1. Rank order the Bids from responsive and responsible bidders in order of the Total Cost Bid. The Bidder with the lowest Total Cost Bid is rank ordered number 1 and is the Lowest Cost Bidder.
2. If the Lowest Cost Bidder is a small business, exclude all non-small businesses from further evaluation. The selected bidder will be determined from among qualified small businesses only. Note that for this step, "qualified small businesses" do not include "non-small businesses contracting at least 25% to a small business". If there is only one qualified small business, stop! The Lowest Cost Bidder is selected. No further incentives or preferences will be applied as a small business cannot be displaced by a non-small business by application of any other incentive or preference.
3. If the Lowest Cost Bidder is not a small business, calculate and apply the SB preference amount to eligible bids. Note that for this step, the SB preference

does not include the “non-small businesses contracting at least 25% to a small business” (NS) preference.

4. Rank order the Bids after applying the SB Preference. The Bidder with the lowest Total Cost Bid is ranked number 1 and is the New Lowest Cost Bidder.
5. If the New Lowest Cost Bidder is a small business, exclude all non-small businesses from further evaluation. If there is only one qualified small business, stop! The New Lowest Cost Bidder is selected.
6. Calculate and apply the DVBE Incentive amount for each qualified Bidder. The DVBE incentive will be limited such that the total of all incentives and preferences for a bidder does not exceed $100,000.
7. Calculate and apply NS and economic preferences. Preference amounts will be limited such that the total of all incentives and preferences for a bidder does not exceed $100,000.
8. Rank order the Bids after applying incentives and other preferences. The selected bidder shall be the lowest cost bidder after applying incentives and preferences.

SELECTION

Award of contract, if made, will be in accordance with the IFB information on Evaluation to a responsible bidder whose bid complies with all the requirements of the IFB documents and any addenda thereto, except for such immaterial defects as may be waived by the State. The State reserves the right at any time to reject any or all Bids.

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

707 Third Street
West Sacramento, CA 95798-9052

T 916.376.5000
F 916.376.5018

May 27, 2010

ADDENDUM 6

IFB CSS-188

CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES

CSE SYSTEM MAINTENANCE AND OPERATION SERVICES

The Department of General Services (DGS) is issuing Addendum 6 to the above Invitation for Bid. The only significant change to the requirements in addition to formatting and typographical errors are outlined in the document titled Table of Changes.

Sincerely,

Christina Cervantes

Christina Cervantes

Department of General Services

Procurement Division, Technology Acquisitions Branch

Question and Answers for Bid #CSS 188 - CSE Maintenance and Operations Services

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.