

Solicitation IFB TFC22191000

Remedy Service Desk Software & Implementation Services

State of California

Bid IFB TFC22191000

Remedy Service Desk Software & Implementation Services

Bid Number IFB TFC22191000
Bid Title Remedy Service Desk Software & Implementation Services

Bid Start Date Jul 6, 2010 2:53:32 PM PDT
Bid End Date Aug 26, 2010 1:00:00 PM PDT

Bid Contact Diane S Crump
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Description

The purpose of this Invitation for Bid (IFB) is to select a vendor to provide the State Controller's Office (SCO) with BMC® Remedy® Service Desk 7.5 and associated implementation services to assist the SCO in providing electronic capture of inquiries and route detail information to appropriate resources to resolve operational issues for the 21st Century Project (TFC Project). The Bidder will be responsible for providing licenses and services through the term of the contract.

IMPORTANT NOTICE TO ALL BIDDERS

State Controller's Office 21st Century Project

IFB# TFC 22191000

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

Submission of a proposal 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 Alternative Protest Process 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



Invitation for Bid

for

**State Controller's Office
21st Century Project
Remedy Service Desk Software and Implementation**

IFB# TFC 22191000

July 6, 2010

**Issued By:
STATE OF CALIFORNIA
Department of General Services
707 Third Street
West Sacramento, CA 95605**

**In conjunction with:
STATE OF CALIFORNIA
State Controller's Office
710 Riverpoint Court, Suite 150
West Sacramento, CA 95605**

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SECTION I - INTRODUCTION AND OVERVIEW OF REQUIREMENTS

I.A PURPOSE OF THIS INVITATION FOR BID

The purpose of this Invitation for Bid (IFB) is to select a vendor to provide the State Controller's Office (SCO) with BMC® Remedy® Service Desk 7.5 and associated implementation services to assist the SCO in providing electronic capture of inquiries and route detail information to appropriate resources to resolve operational issues for the 21st Century Project (TFC Project). The Bidder will be responsible for providing licenses and services through the term of the contract.

I.A.1 Background

The SCO, through the Personnel/Payroll Services Division (PPSD), pays approximately 294,000 employees, including State civil service, California State Universities (CSU) and Judicial Council employees, judges, and elected officials. Employees served by PPCS are located throughout California and in other states. The State includes more than 160 departments and 24 CSU campuses. There are 21 State civil service bargaining units and 12 CSU bargaining units, and numerous employee groups excluded from the collective bargaining process, each with its own compensation rules.

In May 2004, the Department of Finance approved the Feasibility Study Report (FSR) for the TFC Project. The FSR established that the existing Human Resource Management System (HRMS)/Payroll systems operated by the SCO were outdated and did not meet the needs of today's government. Based on this approval, the SCO initiated a two-phased procurement process. The purpose of the first procurement was to select a commercial off the shelf (COTS) software product to support the State's human resource management needs; the second phase was to secure the services of an experienced integrator to implement the COTS solution.

In April 2005, the software procurement was finalized and SAP was selected as the COTS software for the State's new HRMS/Payroll System, MyCalPAYS. The second phase of the procurement process began in May 2005 with the release of a Request for Proposal (RFP) for systems integrator services. In June 2006, a contract was awarded to provide system integration services for the TFC Project. In January 2009, the State terminated the contract with its system integrator for the contractor's failure to meet contractual commitments. The SCO, working in conjunction with its stakeholders, developed a go-forward strategy to complete the implementation of MyCalPAYS. The go-forward strategy was documented in Special Project Report (SPR) 3, which was approved by the Office of the State Chief Information Officer (OCIO) in May 2009. The detailed procurement strategy was documented in the Information Technology Procurement Plan (ITPP) that was submitted and approved by the Department of General Services (DGS) in February 2009.

In March 2009, DGS issued RFP SCO-22191058 for a new systems integrator. The procurement was conducted as a two-stage procurement. Stage I was the selection of two experienced contractors to evaluate existing project artifacts and propose an approach for completing the MyCalPAYS solution. Stage II was the selection of a bidder to complete the MyCalPAYS solution. In December 2009, SAP Public Services, Inc. was selected as the System Integrator for the TFC Project. SAP began work in February 2010 and the project is completing the Blueprint Validation phase and entering the Project Realization phase. MyCalPAYS will be deployed in five (5) waves with wave one (1) beginning in October 2011, and Wave 5 deploying in October 2012.

During the Stage II procurement process for the new MyCalPAYS system integrator, BMC® Remedy® Service Desk 7.5 was proposed and selected as the product to be used for the

MyCalPAYS service desk solution. The State had the option of purchasing the tool through the systems integrator, or purchasing the tool directly. The State has opted to purchase the tool directly. Since this is a short-term activity for the setup and configuration that will require expertise of the selected tool, the State needs to contract for consulting support for the initial setup.

I.B SCOPE OF THE IFB AND BIDDER ADMONISHMENT

This IFB is being conducted under the policies developed and procedures developed by the Department of General Services as provided under Public Contract Code Section 12102 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.

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

- **CAREFULLY READ THE ENTIRE IFB;**
- **IF CLARIFICATION IS NECESSARY, ASK APPROPRIATE QUESTIONS IN A TIMELY MANNER**
- **SUBMIT ALL REQUIRED RESPONSES, COMPLETE TO THE BEST OF BIDDER'S ABILITY, 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.**

I.C AVAILABILITY

The selected contractor must meet the requirements of this IFB and be available to provide software licenses and start work on or before the Contract Award and Execution date specified in Section I.G.

I.D PERIOD OF PERFORMANCE

The period of performance for this contract will commence on the date of Contract Award and Execution (See Section I.G, Key Action Dates) and will continue through October 2013. The contract term will include the one-time software configuration and implementation, and on-going software maintenance for a base contract period of three (3) years. The State has an option to extend maintenance services covered under the contract for up to three (3) 1-year periods.

I.E CONFLICT OF INTEREST LIMITING PARTICIPATION

To the extent it would constitute a conflict of interest; a Contractor shall not be eligible to serve as the prime contractor or subcontractor pursuant to this IFB if the Contractor/subcontractor is affiliated with or has any business relationship with any prime contractor that is currently working on the 21st Century Project in a **System Integrator, Management Advisory, or Independent Verification and Validation role**. The contractors that currently fall into this category are:

- SAP Public Services, Inc.
- Flagship Advisors, Inc.
- People Tech Consulting, LLC

- Public Consulting Group

I.F PROCUREMENT DIVISION OFFICIAL

The Procurement Division Official is the single point of contact for this procurement. Please submit proposals, questions or copies of requirements protests to:

Diane Crump
 Department of General Services
 Procurement Division – Technology Acquisitions Branch
 707 3rd Street, 2nd Floor
 West Sacramento, CA 95605
 Phone: (916) 375-4475
 Fax: (916) 376-6241
 Email: diane.crump@dgs.ca.gov

I.G KEY ACTION DATES

Listed below are the important actions, dates and times by which the actions must be taken or completed. If the State finds it necessary to change any of these dates, it will be accomplished via an addendum to this IFB. **ALL DATES AFTER THE FINAL PROPOSAL SUBMISSION DEADLINE ARE APPROXIMATE AND MAY BE ADJUSTED AS CONDITIONS INDICATE, WITHOUT ADDENDUM TO THIS IFB.**

Table 1. Key Action Dates

ACTION	DATE/TIME
1. Release of IFB	07/06/2010
2. Last day to submit questions for clarification of IFB and Letter of Intent to Bid.	07/15/2010
3. State's response to questions	07/19/2010
4. Last day to request a change in the requirements of the IFB	07/22/2010
5. State's response to requested changes	07/26/2010
6. Last day to protest IFB requirements*	08/02/2010
7. Submission of Final Proposals (1:00 p.m. PDT)	8/26/2010
8. Public Cost Opening (1:00 p.m. PDT)	09/14/2010
9. Notification of Intent to Award	09/16/2010
10. Last Day to Protest Selection**	09/20/2010
11. Contract Award and Execution	10/01/2010

* Or five (5) State business days following the last Addendum that changes the requirements of the IFB

** See Section II.E.1 Alternative Protest Process

I.H INTENTION TO SUBMIT A BID

Bidders that want to participate in the IFB steps must submit a notification of intention to bid on this procurement in accordance with Section II, Paragraph B.6., Bidder's Intention to Submit a Bid, to receive additional information. 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, plus include an email address and a phone and fax number, See sample letter attached to this section. The State is responsible for notifying one (1) contact person per Bidder. Information related to a Bidder will be given to the designated contact person. It shall be the Bidder's responsibility to immediately notify the Procurement Division Official identified in Section I, in writing, regarding any revision to the information. The State shall not be responsible for proposal 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. The letter is to also identify the Bidder's intention related to contract language.

I.I CONFIDENTIALITY

Any contractor engaging in EDP services to the State, requiring them to come into contact with confidential State information will be required to exercise security precautions for such data that is made available, including the signing of a confidentiality statement, which will be required upon award of this IFB.

I.J 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 Department Official identified in Section I. 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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 SECTION II

LETTER OF INTENT TO BID

Department of General Services
 Procurement Division
 Attention: Diane Crump
 707 Third Street, 2nd Floor (North)
 West Sacramento, CA 95605

Reference: IFB# TFC 22191000, 21st Century Project, Remedy Service Desk

This is to notify you that it is our present intent to (submit/not submit) information in response to the above referenced IFB. The individual to whom all information regarding this IFB should be transmitted is:

Name: _____
 Company Name: _____
 Address: _____
 City, State, & Zip: _____
 Phone Number: _____
 Fax Number: _____
 E-Mail Address: _____

- _____ Intend to submit a bid and has no problem with the IFB requirements.
- _____ Intend to submit a bid, but has one or more problems with the IFB requirements for reasons stated in this response.
- _____ Does not intend to submit a bid, for reasons stated in this response, and has no problem with the IFB requirements.
- _____ Does not intend to submit a bid because of one or more problems with the IFB requirements for reasons stated in this response.

(Name)

(Printed Name and Title)

SECTION II - RULES GOVERNING COMPETITION

II.A IDENTIFICATION AND CLASSIFICATION OF IFB REQUIREMENTS

II.A.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.

II.A.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.*

II.B BIDDING REQUIREMENTS AND CONDITIONS

II.B.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 I. A bidder may extend the offer in the event of a delay of contract award.

II.B.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 Department Official identified in Section I of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to Paragraph II.B.7, Addenda, below. Such clarifications shall be given by written notice to all parties who have identified themselves as bidders to the Department Official identified in Section I, 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 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.

II.B.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 TECHNICAL REQUIREMENTS.

II.B.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 #TFC 22191000", to the Department Official listed in Section I. To ensure a response, questions must be received in writing by the scheduled date(s) given in Section I. 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 proposal and which, if disclosed to other bidders, would expose that bidder's proposal, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date specified in Section I 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 proposal, 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 Department Official by the date specified in Section I for submitting a request for change. **Oral answers shall not be binding on the State.**

II.B.5 Bidders' Conference (NOT APPLICABLE)

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 I. Written questions received prior to the cutoff date for submission of such questions, as noted in Section I, will be answered at the conference without divulging the source of the query.

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SECTION II

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. A transcript of the discussion, or those portions which contain the questions and appropriate answers, will normally be transmitted within approximately ten (10) working days to all suppliers who have submitted an intention to bid and those who have submitted a written request to receive the information. Written requests are to be submitted to the Department Official identified in Section I. If questions asked at the conference cannot be adequately answered during the discussion, answers will be provided with the transcribed data. Oral answers shall not be binding on the State.

II.B.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 I, 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 I, 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 II.E.1 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 Department Official to indicate that they would like further correspondence.

II.B.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 II.E.1 of this section.

II.B.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.

II.B.9 Bonds

The State reserves the right to require a faithful performance bond or other security document as specified in Section V of the IFB from the supplier in an amount not to exceed the amount of the contract. In the event a surety bond is required by the State which has not been expressly required by the specification, the State will reimburse the supplier, as an addition to the purchase price, in an amount not exceeding the standard premium on such bond.

II.B.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.

II.B.11 Joint Bids

A joint bid (two or more bidders quoting jointly on one bid) may be submitted and each participating bidder must sign the joint bid. If the contract is awarded to joint bidders, it shall be one indivisible contract. Each joint contractor will be jointly and severally responsible for the performance of the entire contract, and the joint bidders must designate, in writing, one individual having authority to represent them in all matters relating to the contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

II.B.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.

II.B.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.

II.B.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.

II.B.15 Seller's Permit

This IFB is subject to all requirements set forth in Sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and Section 10295 of the Public Contract Code, requiring suppliers to

provide a copy of their retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates issued by the State of California's Board of Equalization. Unless otherwise specified in this IFB, a copy of the retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates, must be submitted within five (5) State business days of the State's request. Failure of the supplier to comply by supplying the required documentation will cause the supplier's bid to be considered nonresponsive and the bid rejected.

II.B.16 Disclosure of Financial Interests

Proposals 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.

II.B.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.

II.C BIDDING STEPS

II.C.1 General

The procurement process to be used in this acquisition is composed of at least one phase of bid development. **REFER TO SECTION I TO DETERMINE WHICH PHASES AND STEPS ARE INCLUDED IN THIS IFB. REFERENCES IN THIS SECTION II TO STEPS NOT INCLUDED IN SECTION I 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.**

II.C.2 Compliance Phase

The Compliance Phase is an iterative, conversational mode of proposal and contract development. It requires the State, working together in confidence with each bidder, to assess and discuss the viability and effectiveness of the bidder's proposed methods of meeting the State's needs as reflected in the IFB. It is a departure from the rigid "either accept or reject" philosophy of traditional competitive

bidding, yet it is highly competitive in nature. It provides the flexibility needed for the bidder to test a solution prior to formal submittal of the Final Bid, and it facilitates the correction of defects before they become fatal to the bid. The steps may include the submission of a Conceptual Proposal and/or a Detailed Technical Proposal by the bidder, Confidential Discussions of the bidder's proposal(s) and written Discussion Memorandum as to the correction of defects and the State's acceptance of such changes.

II.C.2.a Conceptual Proposal (NOT APPLICABLE)

The Conceptual Proposal may be included for the purpose of allowing each bidder to provide a general concept of a proposal with just enough detail to enable the evaluators to determine if the bidder is on the right track toward meeting the functional requirements as stated in the IFB; and if not, where the bidder must change a concept. This step invites the bidder to be as innovative as the IFB requirements allow in eliminating unnecessary constraints.

II.C.2.b Detailed Technical Proposal (NOT APPLICABLE)

The Detailed Technical Proposal may be included for the purpose of allowing each bidder to provide a detailed technical description of its proposal to determine at an early stage whether the proposal is totally responsive to all the requirements of the IFB, and if not, which elements are not responsive and what changes would be necessary and acceptable.

II.C.2.c Evaluation of Proposals and Discussion Agenda (NOT APPLICABLE)

Upon receipt of the Conceptual and Detailed Technical Proposals, the evaluation team will review each proposal in accordance with the evaluation methodology outlined in the IFB section on EVALUATION for the purpose of identifying areas in which the proposal is nonresponsive to a requirement, is otherwise defective, or in which additional clarification is required in order that the State may fully understand the ramifications of an action proposed by the bidder. As a result of this evaluation, the evaluation team will prepare an agenda of items to be discussed with the bidder, and will normally transmit the agenda to the bidder at least two working days before the scheduled meeting. The agenda may also include, in addition to the identification of discovered defects, a discussion of the bidder's proposed supplier support, implementation plans, validation plans, demonstration plans and proposed contracts, as appropriate.

II.C.2.d Confidential Discussion with Each Bidder (NOT APPLICABLE)

In accordance with the discussion agenda, the evaluation team will meet with each bidder for the purpose of discussing the Conceptual Proposal or Detailed Technical Proposal (as the case may be) 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.

If any contractual items have a bearing on, or are affected by, the content of the proposal, such matters may be discussed in an effort to reach agreement. (As a concurrent activity when identified in KEY ACTION DATE steps in Section I, the bidder and the State may have been working together to negotiate the proposed contract(s) which will become operative if the bidder's Final Bid is accepted by the State. Further discussion of the contractual aspect of this procurement is contained in paragraph D., CONTRACTUAL INFORMATION.)

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.

II.C.2.e Discussion Memorandum (NOT APPLICABLE)

Throughout the Confidential Discussion a written record will be kept of all items discussed, their resolution, and any changes the bidder intends to make and the State's acceptance of such changes. If the bidder's proposal, with the agreed-to changes, is acceptable to the State, such acceptance shall be noted. If agreement has not been reached on all matters during the initial discussion, such will be noted with a specific plan for resolution before the next step. These resolutions and agreements will be prepared in final form as a Discussion Memorandum (which will be the official State documentation of the discussion), and will be mailed to the bidder normally within two work days of the discussion. If the discussion is not completed in one meeting and is continued in subsequent meetings, the Discussion Memoranda will follow the meeting at which the discussion is concluded. If a bidder discovers any discrepancy, omission, or other error in the memorandum, the bidder shall immediately notify the Department Official in Section I of such error in writing and request clarification or correction. **Oral statements made by either party shall not obligate either party.**

II.C.2.f Rejection of Bidder's Proposal (NOT APPLICABLE)

If, after full discussion with a bidder, the State is of the opinion that the bidder's proposal (Conceptual Proposal or Detailed Technical Proposal, as the case may be) cannot be restructured or changed in a reasonable time to satisfy the needs of the State, and that further discussion would not likely result in an acceptable proposal in a reasonable time, the bidder will be given written notice that the proposal has been rejected and that a Final Bid submitted along such lines would be nonresponsive.

II.C.2.g Submission of Amended Proposal (NOT APPLICABLE)

If, at the conclusion of the Confidential Discussion, the State determines that required and agreed-to changes can only be fully confirmed through the submission of an amended proposal (Conceptual Proposal or Detailed Technical Proposal, as the case may be), the State may require the submission of an addendum consisting only of those pages which were in doubt or a complete resubmittal. Similarly, if the bidder wishes confirmation that the changes the bidder intends to make, in accordance with the Discussion Memorandum, are acceptable to the State, the bidder may request and receive

permission, if the time permits, to submit such addendum within a reasonable time after the conclusion of the Confidential Discussion. In either event, the State will advise the bidder as to the acceptability of the amended proposal, or may schedule another discussion period, if in the State's opinion, such a discussion is desirable.

II.C.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:

II.C.3.a Draft Bid (NOT APPLICABLE)

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 IFB section on PROPOSAL AND BID FORMAT, except cost. **The inclusion of cost information in the Draft Bid may 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 IFB. 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.

II.C.3.b Final Bid

The Final Bid must be complete, including all cost information, required signatures, contract language changes agreed to in writing and corrections to those defects noted by the State in its review of the Draft Bid. If required in the IFB section PROPOSAL AND 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.

II.C.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 PROPOSAL 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.

II.C.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.

II.C.5.a 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.

II.C.5.b Bidder's Cost

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

II.C.5.c Completion of Proposals and Bids

Proposals and bids must be complete in all respects as required by the IFB section on PROPOSAL AND 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 PROPOSAL 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 PROPOSAL AND 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 II-A at the end of this Section II 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.

II.C.5.d 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.

II.C.5.e 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, CONTRACTS TO BE SUBMITTED IN THE PROPOSAL), 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.

II.C.5.f Delivery of Proposals and Bids

Mail or deliver proposals and bids to the Department Official listed in Section I. 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

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PROPOSAL AND BID FORMAT and not later than the dates and times specified in Section I 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 #TFC 22191000". 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 I, or not sealed, will be rejected. **If required in the IFB section PROPOSAL AND 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.

II.C.5.g 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 I by submitting a written notification of withdrawal signed by the bidder authorized in accordance with Paragraph C-5-e, 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 II.C.7.d. of this section.

II.C.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.

II.C.7 Evaluation and Selection Process

II.C.7.a 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.

II.C.7.b 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.

II.C.7.c Demonstration (NOT APPLICABLE)

This procurement may require a demonstration of the bidder's response to specific requirements (including benchmark requirements) before final selection in order to verify the claims made in the bid, corroborate the evaluation of the bid, and confirm that the hardware and software are actually in operation; in which case prior notice will be given. The bidder must make all arrangements for demonstration facilities at no cost to the State. The location of the demonstration will be determined by the bidder; however, its performance within California is preferred and will be attended at the State's expense. Demonstration outside California will be attended only if approved by the State and the bidder agrees to reimburse the State for travel and per diem expenses. The State reserves the right to determine whether or not a demonstration has been successfully passed. See Section on DEMONSTRATIONS for additional information.

II.C.7.d 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.

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- (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, subparagraph d, 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 IV (Proposed System) and the specific technical requirements set forth in Section VI (Technical Requirements) is detected after the opening of bids, Section VI, and the bidder's response thereto, shall have priority over Section IV, and the bidder's response thereto. Refer to Paragraph B-2 regarding immediate notification to 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 IX, Evaluation.

II.C.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 one hundred and eighty (180) days after the scheduled date for Contract Award specified in Section I; however, a bidder may extend the offer beyond 180 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 II.C.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 II.E.1 of this section.

II.C.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 RFP specifications or requirements.

II.D CONTRACTUAL INFORMATION

II.D.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.

II.D.2 Specific Terms and Conditions (NOT APPLICABLE) (See Appendix A for contract instructions that supersede this paragraph.)

In traditional competitive bidding, the contract to be awarded is included in the solicitation document in its final form, and any alteration by a bidder will result in rejection of its bid. The State recognizes, however, that the various suppliers of IT goods and services have developed pricing structures and procedures that differ from each other, and that, if the State were to specify the exact language of the contract to be executed, it could result in firms being unwilling to do business with the State of California because of contract statements which are incompatible with their business methods. In recognition of the above, the form of the contract(s) contained in the attached Appendices permit, where appropriate, the substitution and/or insertion of supplier-specified language by the bidder. All such substitutions and insertions must be approved by the Department of General Services. The Department of General Services may request the Department of Finance's concurrence on the

approval of changes involving significant issues. Terms and conditions which do not comply in substance with all material requirements of the IFB, which are contrary to the best interests of the State, or which are in opposition to State policy will not be accepted.

The State will prenegotiate repetitively used terms and conditions with suppliers at their request. These prenegotiated terms and conditions will be kept on file and bidders may refer to them as their proposed contract language for individual solicitations.

II.D.3 Approval of Proposed Contract (NOT APPLICABLE)
(See Appendix A for contract instructions that supersede this paragraph.)

To comply with the requirements of competitive bidding procedures, the contract must be fixed prior to the submission of the Final Bids; other than as allowed by law no negotiation is permissible after that time. It is required, therefore, that any supplier who intends to bid on this IFB submit its proposed contract to the State in accordance with the schedule contained in Section I. If a bidder has prenegotiated language with the State, the bidder may indicate that this is the language proposed and submit only changes to any language that has not been prenegotiated. (For a particular IFB it is possible that prenegotiated language will not be acceptable due to special circumstances. The State will notify the bidder if this is the case and will renegotiate that language for this procurement.) For language that has not been prenegotiated, the proposed contract, or portions thereof, must be submitted in the form of the prescribed model(s), and deviations from the exact language contained in the model(s) must conform to the guidance therein stated. The proposed contract must contain all proposed terms and conditions, and with all blanks filled in, but it must not contain (other than in sample form) any identification of proposed goods or cost data. (Note, however, that the Draft Bid must contain the approved contract with all the blanks filled in except for cost data, as specified in Paragraph II.C.3 above.) The proposed contract must be clearly labeled "Proposed Contract" with the IFB identification from the IFB title page. The State will notify the bidder as to which, if any, terms and conditions are not acceptable to the State and will arrange an appropriate meeting at a mutually satisfactory time to resolve any differences.

Each appendix contains a set of instructions to guide the bidder through a step-by-step procedure to develop proposed new language or changes to model contract language, negotiating contract language and securing State approval. Proposed contract language which is not prepared in accordance with these instructions may be returned to the bidder without review by the State.

IT IS ESSENTIAL THAT THE BIDDER'S PROPOSED CONTRACT BE ACCEPTABLE TO THE STATE PRIOR TO THE FINAL BID SUBMISSION DATE. SUCH ACCEPTANCE DOES NOT RELIEVE THE BIDDER OF PROVIDING OTHER NECESSARY INFORMATION REQUIRED IN THE CONTRACT. IF A BID CONTAINS UNAPPROVED CONTRACT LANGUAGE, THE POTENTIAL FOR BID REJECTION IS SUBSTANTIALLY INCREASED.

APPROVED CONTRACT LANGUAGE FOR THIS PARTICULAR IFB WHICH IS NOT PROPRIETARY TO THE BIDDER WILL BE AVAILABLE TO ALL BIDDERS SHORTLY AFTER THE LAST DAY TO NEGOTIATE CONTRACT LANGUAGE.

PRENEGOTIATED TERMS AND CONDITIONS ARE AVAILABLE AT ANY TIME.

II.D.4 Term of Contract

The State intends to retain the required 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 the IFB section on ADMINISTRATIVE REQUIREMENTS. The State will accept a contract for a longer period than specified if, at the sole option of the State, the contract may be terminated at the end of the period specified with or without the payment of termination charges. Such termination charges, if any, must be included in the evaluated cost of the bid.

II.E OTHER INFORMATION

II.E.1 Alternative Protest Process

This procurement is being conducted under the provisions of the Alternative Protest Process (Public Contract Code Section 12125, et seq.) By submitting a bid to this procurement, 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 (see Exhibit II-B). The link to the regulations is:

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

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 should have been selected in accordance with the selection criteria in the solicitation document.

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 made a written request for notice and provided a facsimile number.

\ 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 2nd 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 Unit
Department of General Services
Procurement Division

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707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Voice: 916 / 375-4587
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 10 percent of the contract amount as specified in the solicitation. See California Code of Regulations, Title 1, Section 1418.

II.E.1.a Requirements Protests:

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.

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. Before a requirements protest is submitted, the bidder must make full and timely use of the procedures described in Section II.B.4, Questions Regarding the IFB, to resolve any outstanding issue(s) between the bidder and the State. This procurement procedure is designed to give the bidder and the State adequate opportunity to submit questions and discuss the requirements, bids and counter bids 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.

All protests to the IFB requirements must be received by the Deputy Director of the Procurement Division as promptly as possible, but not later than the respective time and date in the Key Action Dates in Section I for such protests.

Requirements protests must be mailed or delivered to:

Street Address:

Deputy Director
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605

Mailing Address:

Deputy Director
Procurement Division
P.O. Box 989052
Sacramento, CA 95798-9052

II.E.2 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 I, 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.

Exhibit II 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. Request for Proposals 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.

Exhibit II A (Continued)

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 non-responsive to the Invitation for Bids or which could not be considered as valid bids within the competitive bidding procedures. Non-responsive 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 180 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 proposal 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.

Exhibit II B - ALTERNATIVE PROTESTS

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

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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

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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 bid 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.

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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

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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.

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(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.

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(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.

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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).

SECTION III - CURRENT SYSTEM OR PROBLEM**III.A CURRENT SYSTEM OR PROBLEM**

The SCO Personnel/Payroll Services Division (PPSD) does not currently have a formal service desk/customer service center support model or supporting integrated toolset. PPSD has supported the current legacy systems utilizing manual processes and tracking mechanisms to support its end users (which are primarily the Human Resources (HR) professionals located in the State departments and third party benefit providers).

The general support model is that State employees will interact with their department HR personnel. The department HR personnel then interact with PPSD staff, if necessary, to resolve issues/questions. The resolution of problems may be routed, through a manual process, to additional staff in other units if the initial contact point cannot resolve the issue.

The complexity of the integrated MyCalPAYS solution will require a different operations and support model from that in place for the supporting the legacy systems. This new support model will include the implementation of a formal customer support center, supported by an integrated toolset, Remedy Service Desk.

SECTION IV - PROPOSED SYSTEM (SERVICES)

IV.A OVERVIEW

IV.A.1 21st Century Project Timeline

The 21st Century Project is currently completing the Project Preparation and Blueprint Validation Phases, and moving into the Realization Phase. MyCalPAYS will be deployed in 4 groups over a 12 month period. All configurations, enhancements and testing will occur prior to the first go-live in October 2011. The approach for implementing Remedy is to have Remedy configured and tested prior to MyCalPAYS User Acceptance Testing (scheduled for June 2011), and to have TFC Project staff “pilot” the configured Remedy tool during UAT to work out any issues prior to utilizing the tool to support the production MyCalPAYS system.

An overall project timeline is provided below:

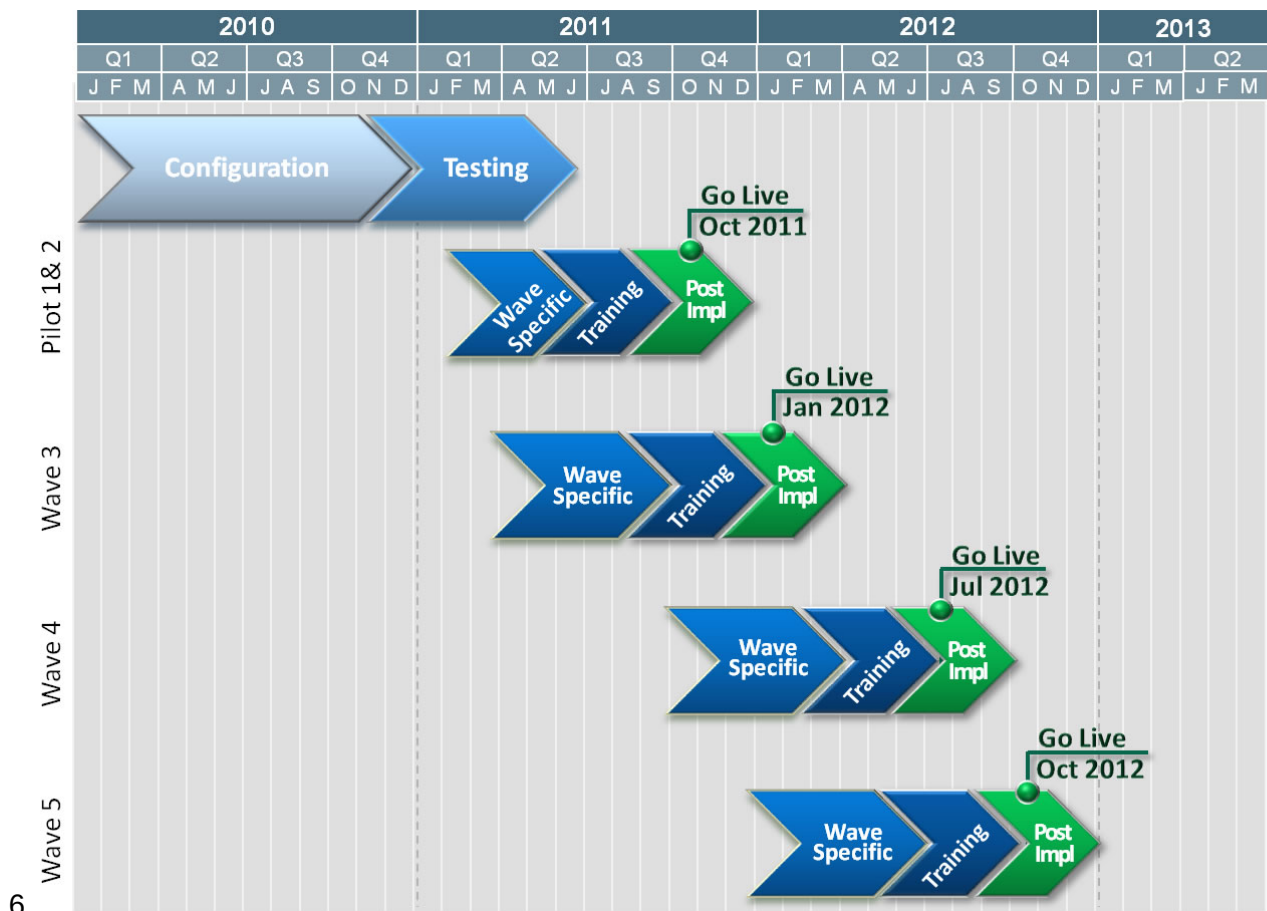


Figure 1. Project Timeline

IV.A.2 MyCalPAYS Support Model

The State has a need to create a formalized support center and to secure a service desk tool to be implemented in conjunction with the MyCalPAYS system. The MyCalPAYS system will be used by over 160 departments encompassing 240,000 employees, impacting approximately 3,000 core users (HR departments and PPSD), 10,000 departmental timekeepers, and Third Party Providers (Providers). The primary use of this tool will be to provide electronic capture of inquiries and route detail information to appropriate resources to resolve operational issues.

The implementation of MyCalPAYS will provide the opportunity to implement additional structure to the Personnel/Payroll Services Division (PPSD) of the future. Departments and Providers will access the Customer Support Center via published telephone numbers that will allow for multiple callers and automated call routing. To achieve a satisfactory level of customer service, a knowledgeable staff with an automated telephony solution will be in place prior to go-live of MyCalPAYS system. The Automated Call Distribution (ACD) will work in concert with the service desk application, BMC® Remedy® Service Desk 7.5, to ensure all inquiries are captured and distributed for timely resolution. The Contractor selected through this IFB will be responsible for supplying the software and configuring (e.g., workflow, call classifications, etc.) and testing the Remedy Tool to meet the requirements for support of the MyCalPAYS system. (The Contractor will not be responsible for implementing the ACD).

The first level of support for employees will continue to be provided by the HR professionals within each department. Issues that cannot be resolved at the department level and Provider issues will be escalated to a central Customer Support Center representing the second level of support serving as the conduit between departmental HR personnel (and Providers) and the centralized payroll operations for problem resolution.

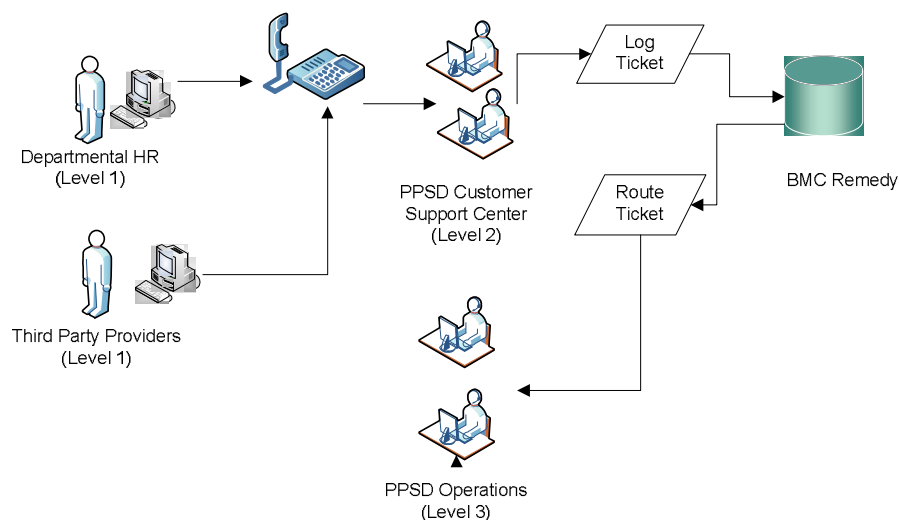


Figure 2. Proposed Support Model

SECTION V - ADMINISTRATIVE REQUIREMENTS

V.A INTRODUCTION

In addition to meeting the business and technical requirements of this IFB in Section VI, Bidders must adhere to all the administrative requirements of this IFB to be responsive. These include the rules in Section II, RULES GOVERNING COMPETITION, the schedule specified in Section I, INTRODUCTION AND OVERVIEW OF REQUIREMENTS, the format specified in Section VIII, PROPOSAL AND BID FORMAT, the completion of cost sheets specified in Section VII, COST, and the administrative requirements of this section.

This section addresses the administrative requirements for IFB# TFC 22191000. Bidders must meet and adhere to all of the requirements included in the Administrative Requirements of this IFB. All requirements listed as Mandatory are scored on a pass/fail basis. A 'Fail' will result in a proposal being deemed non-responsive and therefore will be disqualified. Section IX, Evaluation, contains the details for the evaluation methodology and scoring criteria.

V.B BIDDER RESPONSIBILITY

Prior to award of the contract, the State must be assured that the Bidder selected has all of the resources to successfully perform under the contract. This includes, but is not limited to, personnel in the numbers and with the skills required, equipment of appropriate type and in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder's ability to perform under the contract, if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted approximately five working days to submit the information requested.

V.B.1 Cover Letter (Mandatory)

Proposal must contain a signed cover letter (see Attachment # 2) on the Bidder's official business letterhead stationery in accordance with Section II.C.5.e. Signature of Bid. The cover letter must contain a statement that substantiates that the person who signs the letter is authorized to bind the Bidder's firm contractually. Signature on the cover letter must indicate the title or position that the signer holds in the firm. The letter must identify the Bidder's point of contact for this proposal. **The Cover letter must not include any cost information.**

Cover letter must also indicate that the Bidder is committed to meeting all of the requirements contained in the IFB, including committing to fulfilling all mandatory requirements and terms and conditions of the IFB# TFC 22191000. It must also acknowledge that information pertaining to the Bidder's business is required and is being reported to the Employment Development Department in accordance with Unemployment Insurance Code §1088.8.

V.B.2 Bidder Certification Sheet (Mandatory)

The Bidder Certification Sheet (Attachment #3) must be signed and returned along with all of the "required attachments" (see Attachment #1) as an entire package.

V.B.3 Insurance Requirements (Mandatory)

The Bidder must maintain in force the provisions of Section 3700 of the California Labor Code, which requires every employer:

- To be insured against liability for workers' compensation; or
- To undertake self-insurance in accordance with the provisions of that Code, and comply with such provisions before commencing with the performance of work for this Contract; and
- General Liability Insurance – The Bidder and Proposed Subcontractors must maintain in force (as required by State law) a valid Commercial General Liability Insurance Policy. They agree to furnish the State satisfactory evidence thereof in the Final Proposal and at any time the State may request; and
- A valid General Liability Insurance Policy in the amount of at least \$1,000,000 must be included in the Final Proposal. The Bidder must specifically indicate their compliance with this Administrative Requirement.

The certificate of insurance must include the following provisions:

- The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- The State of California is included as additional insured.

Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time during the term of this contract, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work shall be performed prior to approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies, terminate this contract. See Attachment #4.

V.B.4 Letter of Bondability/Performance Bond

Notwithstanding Section II.B.8 of this IFB titled, "Bonds," the State of California will not require a performance bond for the contract resulting from award of this IFB.

V.B.5 Payee Data Record, STD. 204 (Mandatory)

The Bidder must complete and return the Payee Data Record, STD. 204 (Attachment #5), with the proposal response.

V.B.6 Seller's Permit (If Applicable)

This IFB is subject to all requirements set forth in Sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and Section 10295 of the Public Contract Code, requiring suppliers to provide a copy of their retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates issued by the State of California's Board of Equalization. A copy of the retailer's seller's permit or certification of registration, and, if applicable,

the permit or certification of all participating affiliates, must be submitted as part of the Proposal. Failure of the supplier to comply by supplying the required documentation will cause the supplier's bid to be considered nonresponsive and the bid rejected. See Attachment #6.

V.C DISABLED VETERANS' BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS

V.C.1 California DVBE Program Requirement – WAIVED for this procurement.

V.C.2 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 contract award evaluation purposes only, the State shall apply an incentive to such proposals. The incentive amount for awards is based on the amount of DVBE participation obtained. The incentive is only given to those Bidders who are responsive to the DVBE Program Requirement and propose DVBE participation in the resulting contract. See Section IX.B Table 9. Final Score with DVBE Incentive Example for an example of the application of the incentive during proposal evaluation.

V.D BIDDER DECLARATION FORM (Mandatory)

All Bidders must complete the Bidder Declaration GSPD-05-105, and include it with the bid (Attachment #7). When completing the declaration, the Bidder must identify all sub-contractors proposed for participation in the Agreement. The Bidder awarded the Agreement is contractually obligated to use the sub-contractors for the corresponding work identified, unless the SCO, State Project Manager agrees to a substitution and the substitution is incorporated by amendment into the contract. If the Bidder has no sub-contractors, complete the form with "Not Applicable" and the Bidder's signature.

V.E SMALL BUSINESS PREFERENCE

Section 14835 et seq., of the California Government Code requires that a five percent (5%) preference be given to the Bidders who qualify as a small business, or the Bidders who qualify as a non-small business claiming at least 25% California certified small business sub-contractor participation. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, section 1896 et. seq. The definition of non-profit veteran service agencies qualifying as a small business is contained in Section 999.50 et seq., of the Military and Veterans Code. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted. See Attachment #8.

V.F TARGET AREA CONTRACT PREFERENCE (TACPA)

Preference will be granted to California-based Contractors in accordance with Government Code Section 4530 whenever contract for goods and services are in excess of \$85,000 and the Contractor meets certain requirements as defined in the California Code (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide the services being procured. Bidders desiring to claim

Target Area Contract Preferences Act shall complete Std. Form 830 and submit it with the Final Proposal as Attachment #9. Refer to the following website link to obtain the appropriate form:

<http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf>

V.G ENTERPRISE ZONE ACT (EZA)

Government Code Section 7080, et. seq., provides that California based companies may be granted preferences when submitting a proposal on State contracts in excess of \$100,000 for goods and services (excluding construction contracts) if the business site is located within designated "Enterprise Zones" (see Std. Form 831). Bidders desiring to claim this preference must submit a fully executed copy of Std. Form 831 with their Final Proposal as Attachment #10. Bidders proposing to perform the contract in a designated enterprise zone are required to identify such site(s) on the Std. Form 831. Failure to identify a site(s), which qualifies as an enterprise zone, will result in denial of the claimed preferences. Refer to the following website link to obtain the appropriate form:

<http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf>

A Bidder that has claimed an EZA preference and is awarded the contract based on such preference(s) will be obligated to perform the contract in accordance with the Act.

V.H LOCAL AGENCY MILITARY BASE RECOVERY ACT (LAMBRA)

Local Agency Military Base Recovery (LAMBRA) Act, Government Code section 7118 et seq., promotes employment and economic development at designated military bases by offering preferences when bidding on State contracts in excess of \$100,000. The firm must be California based. Bidders desiring to claim this preference must submit a fully executed copy of Std. Form 832 with their Final Proposal as Attachment #11. Bidders proposing to perform the contract at a designated LAMBRA worksite(s) are required to identify such site(s) on the Std. Form 832. Failure to identify a site(s), which qualifies for LAMBRA, will result in denial of the claimed preferences. Refer to the following website link to obtain the appropriate form:

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

A Bidder that has claimed a LAMBRA preference and is awarded the contract based on such preference(s) will be obligated to perform the contract in accordance with the Act.

V.I OTHER ADMINISTRATIVE REQUIREMENTS (Mandatory)

V.I.1 Subcontractors

Any subcontractor that the Contractor chooses to use in fulfilling the requirements of this IFB, and which is expected to receive more than ten (10%) percent of the value of the contract, must also meet all Administrative and Technical Requirements of the IFB, as applicable. See Attachment #14.

V.I.2 Secretary Of State Status

All corporations, Limited Liability Companies (LLC's) and Limited Partnerships (LPs) must be registered and in 'Active' status with the California Secretary of State (SOS) to be awarded contract. The Secretary of State Certificate of Status must be included with the Final proposal as Attachment #12. The Secretary of State may be contacted as follows:

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

Or the required document may also be obtained through the following website:

<http://kepler.ss.ca.gov>

SECTION VI - MANDATORY TECHNICAL REQUIREMENTS

VI.A BMC REMEDY SERVICE DESK SOFTWARE

The Bidder shall provide the following software as part of its proposal:

Table 2. Required Software Products

Product #	Product Name	# of Licenses
LPU93.0.0.00	BMC Remedy IT Service Management Suite	Enterprise
LAV23.0.0.00	BMC Remedy Suite – User Add-On License	25 Named Users
LAW39.0.0.00	BMC Remedy Suite – Floating User Add-On License	30 Floating (Concurrent) Users
PR-ARSOL	ARSLINK for SolutionManager (Production)	Production Platform
DV-ARSOL	ARSLINK for SolutionManager(Test/Dev)	Test/Development Platform

The Bidder shall also provide maintenance support for the purchased software for a base period of three (3) years, with three (3) 1-year options to extend the maintenance support. The Bidder shall also propose the cost for additional user licenses that can be purchased by the State, at the State's option, during the contract term (see Attachment #17 Cost Workbook).

VI.B CONFIGURATION AND IMPLEMENTATION SERVICES

This subsection details for the Bidder those requirements specific to configuration and implementation component of the Bidder's proposed solution including:

- Bidder Corporate Qualifications
- Proposed Project Team
- Configuration and Implementation Activities

The Bidder must respond to each of these requirements through its Proposal response.

VI.B.1 Bidder Corporate Qualifications

The Bidder must provide corporate references that meet the following requirements using Attachment #13 – Corporate Qualification Reference Form. The Bidder must have been the prime contractor for the referenced project or a subcontractor named in this proposal must have been the prime contractor. If the reference is for a subcontractor named in this proposal, the subcontractor must be providing at least fifty percent (50%) of the proposed Configuration and Implementation Services for this contract (see Attachment # 14 – Subcontractor List). **The projects must have been completed within the past five (5) years.**

The Bidder must provide two (2) separate references (two different projects) for successfully completed Remedy Service Desk implementations. The end users supported by the service desk must be at least 1,000. At least one of these references must be for a public sector (federal, state, or local) client.

The Bidder must provide contact information for the referenced projects. References will be contacted and points will be awarded based on client satisfaction.

VI.B.2 Proposed Project Team

The Bidder will be responsible for providing all staff persons required to install and configure Remedy Service Desk, develop training material for Customer Support Center staff, and provide user support during the piloting of the Remedy Service Desk (which will occur as part of the MyCalPAYS user acceptance testing process). This subsection addresses the detailed requirements regarding the skills and experience of the proposed project team. The Bidder will be responsible for providing a skilled and qualified project team whose members have relevant experience implementing the Remedy Service Desk. The Bidder may propose additional team members or Subject Matter Experts (SMEs) as necessary to successfully implement the Bidder's proposed solution. The Bidder shall identify all staff proposed for this project and include an organization chart with its Proposal.

Table 3. Proposed Project Team Key Roles

PROJECT TEAM ROLE	RESPONSIBILITIES
Project Manager	The Project Manager has overall responsibility for implementing the solution and managing the Bidder's project team, including subcontractors.
Technical Architect	The Technical Architect has responsibility for installing the solution and ensuring security profiles are established. The Technical Architect will also be responsible for ensuring the communication/connectivity between Remedy Service
Configuration Expert	The Configuration Expert will work with the Project Team to define the State's requirements and configure the software to meet these requirements.

The Bidder must submit proposed staff experience using Attachment #15 – Staff Experience Summary for all Key Roles listed in Table 3. In addition to the Attachment #15 – Staff Experience Summary Form, the Bidder must submit a detailed resume for each team member which meets or exceeds the experience required below. **All experience used to meet minimum and desirable requirements must be within the last five (5) years. In addition, for each project listed to meet minimum and desirable requirements, the proposed team member must have been in the proposed role for the referenced project for a duration of at least two (2) months.**

The Bidder must provide three (3) references for each of the Key Roles in Table 3 using Attachment #16. Complete one of these forms for each Proposed Key Role (Project Manager, Technical Architect, and Configuration Expert) for each of the three projects used to meet requirement M1 (see Table 4). A total of nine (9) forms must be submitted with the proposal. All references provided by the Bidder should be available for verification during the evaluation period. Points will be awarded for desirable experience. Refer to Section IX.B.4.d Staff Experience – Desirable Requirements for details.

Table 4. Minimum and Desirable Staff Experience Requirements

PROJECT TEAM ROLE	MINIMUM EXPERIENCE	DESIRABLE EXPERIENCE
Project Manager	M1: Must have been the Project Manager for three (3) projects to implement Remedy Service Desk M2: Must have been the Project Manager for one (1) project for the full lifecycle (requirements to production implementation) to implement Remedy Service Desk.	D1: The Project Manager for at least one (1) project implementing Remedy Service desk for a public sector (federal, state, or local) client.
Technical Architect	M1: Must have been the Technical Architect for three (3) projects to implement Remedy Service Desk. M2: Must have been the Technical Architect for one (1) project for the full lifecycle (requirements to production implementation) to implement Remedy Service Desk. M3: Must have been the Technical Architect for at least one (1) project implementing Remedy Service Desk 7.6. M4: Must have been the Technical Architect for at least one (1) project where the end users supported by the call center was at least 1000. M5: Must have been the Technical Architect for at least one (1) project implementing Remedy Service Desk that is integrated with SAP Solution Manager / supporting a SAP application(s).	D1: The Technical Architect for at least one (1) project implementing Remedy Service Desk for a public sector (federal, state, or local) client. D2: The Technical Architect for at least one (1) additional project implementing Remedy Service Desk that is integrated with SAP Solution Manager / supporting a SAP application(s).
Configuration Expert	M1: Must have been the Lead Configuration Expert for three (3) projects to implement Remedy Service Desk. M2: Must have been the Lead Configuration Expert for one (1) project for the full lifecycle (requirements to production implementation) to implement Remedy Service Desk. M3: Must have been the Lead Configuration Expert for at least one (1) project implementing Remedy Service Desk 7.6. M4: Must have been the Lead Configuration Expert for at least one (1) project where the end users support by the call center was at least 1000.	D1: The Lead Configuration Expert for at least one (1) project implementing Remedy Service Desk for a public sector (federal, state, or local) client. D2: The Lead Configuration Expert for at least one (1) project implementing Remedy Service Desk that is integrated with SAP Solution Manager / supporting a SAP application(s).

VI.B.3 Configuration and Implementation Activities - Proposed Approach

This subsection addresses the Configuration and Implementation activities for the Remedy Service Desk implementation. The Bidder must submit a proposed approach to performing these activities, including a draft Work Plan, as part of its proposal.

Activity 1: Plan and Prepare

- a. Assess the SCO environment

During this task, the Contractor will work with SCO to understand the technical and functional environment in which Remedy will be installed and operate.

- b. Develop Work Plan

During this task, the Contractor will refine the work plan that was submitted as part of its Proposal. The work plan will include task durations, resources, and predecessors/successors.

Activity 2: Analyze

- a. Review the processes in the BMC Service Management Process Model

During this task, the Contractor will review the BMC Service Management Process Model with the assigned SCO resources to create the functional architecture (including Solution Manager) upon which the SCO Service Desk will operate.

- b. Conduct a role assignment workshop

During this task, the Contractor will facilitate a workshop to define the roles that will be established in Remedy. The Contractor will be responsible for documenting the roles / security levels that are defined.

- c. Identify configuration and data requirements

During this task, the Contractor will work with the SCO resources to define the configuration and data requirements, including templates, decision trees, assignment scripts, initiator scripts, and operational reports. The Contractor will be responsible for documenting the configuration and data requirements.

Activity 3: Design / Build

- a. Install and Configure the Solution

During this task, the Contractor will install and configure Remedy based on the results from the Analyze activities. The Contractor will perform knowledge transfer to SCO resources to allow SCO to administer the system on an on-going basis. Configuration services will include assignment routing, up to three incident templates, up to three decision trees, up to 2 assignment scripts, and up to two initiator scripts.

- b. Validate and populate data

During this task, the Contractor will work with the SCO resources to populate the necessary data to begin use of Remedy.

Activity 4: Validate

- a. Conduct role-based, end-user training on installed solution, addressing process and technology

During this task, the Contractor will provide end-user training to SCO staff on the configured system. The Contractor will be responsible for developing appropriate end-user training materials and quick reference guides. The Contractor will be responsible for conducting two full end-user training sessions; each session must accommodate up to 15 SCO staff.

- b. Pilot Remedy

During this task, the Contractor will support SCO as SCO pilots the Remedy Help Desk during User Acceptance Testing (UAT) of the MyCalPAYS solution. The Contractor will address any issues with Remedy and correct any deficiencies identified in the configurations/ templates/ scripts. UAT is currently scheduled to occur during June 2011.

SECTION VII – COST

VII.A INTRODUCTION

Cost is a primary evaluation criterion. Evaluation in this category will be based on the lowest total estimated cost to the State, as calculated according to the methodology in this section. This section contains the instructions and cost table formats the Bidder must submit with their Final Proposals. For the Final Proposal, all cost information must be separately sealed and identified as indicated in Section VIII, Proposal and Bid Format.

VII.B COST OPENING

If a Bidder's final technical response has been deemed non-responsive or not compliant, the Bidder's cost will not be opened.

VII.C SCORED EVALUATION OF COST

Sealed cost information will not be opened until the State evaluation team has completed all the evaluation steps not requiring information in the cost proposal.

VII.D CALCULATING THE TOTAL BID SCORE

The Bidders total score is the sum of the total technical score plus the total cost score. Points for preferences and incentives identified in this IFB will be added to the total bid score to determine the Bidder selected for contract award.

VII.E COST DETAIL FORMAT AND REQUIREMENTS

The Bidder must complete the Cost Proposal Workbook (Attachment 17 – Cost Workbook) in preparing its cost proposal. (Please use the Excel Workbook provided as a separate file with this IFB.)

1. **Cost Worksheet #17-2 Software Purchase** - The Bidder must propose the BMC Remedy Service Desk 7.6 components identified in Section VI.A. Should the Bidder propose any software supplied under the Software Licensing Program (SLP) administered by the Department of General Services, Procurement Division, the State will require the use of an SLP contract to procure the software (<http://www.pd.dgs.ca.gov/masters/slp.htm>). Bidders must use the SLP contracts costing structure to develop their Costs Proposal. If the proposed tools are not provided under the SLP, the Bidder must propose the cost to provide the tool directly.

The Bidder must clearly identify the purchase price, tax, delivery and installation charge.

2. **Cost Worksheet #17-3 Configuration and Implementation Services** – The Bidder must include the fixed cost to perform the configuration and implementation services identified in Section VI.B. The State will issue payments based on satisfactory completion of the following milestones. The amount of each milestone payment is the fixed at the following percentage of the total fixed costs for Configuration and Implementation Services:
 - Plan and Prepare / Analyze: 20%
 - Design / Build: 50%
 - Validate: 30%

-
3. **Cost Worksheet #17-4 Labor Costs for Post-Implementation Support Services** – As MyCalPAYS is deployed and the SCO begins using the Remedy Service Desk in a production environment, the State will identify configuration and/or reporting changes to enhance the effectiveness and usability of the tool, The State has set aside a fixed number of hours (600 hours) that the Bidder will be expected to provide as “spot consulting” during the contract period. These labor rates will be used to create work authorizations for specific tasks, as needed, on a time and materials basis.
 4. **Cost Worksheet #17-5 Software Ongoing Support Maintenance Costs** –The Bidder must propose the annual software maintenance cost for a base period of three (3) years, with three (3) one-year options that the State can exercise.
 5. **Cost Worksheet #17-6 Labor Costs for Unanticipated Tasks** – The State anticipates that during the contract period, program changes may necessitate modification to the Remedy implementation, and/or additional templates, decision trees, or scripts may be desired. These labor rates will be used to create work authorizations for specific tasks, as needed, on a time and materials basis. Unanticipated costs will not exceed 10% of the total contract.

For evaluation purposes, the State has established 300 hours as the approximate number of hours for unanticipated work. These hours are in no way binding and do not commit the State to actual amounts of work required in the future, nor does it commit or limit the State to a specific number of hours per year.

SECTION VIII – PROPOSAL AND BID FORMAT

VIII.A INTRODUCTION

These instructions describe the mandatory proposal format and the approach for the development and presentation of proposal data. Format instructions must be adhered to, all requirements and questions in the IFB must be responded to, and all requested data must be supplied.

Hardcopy proposals must be in standard 8.5" x 11" paper, except for charts, diagrams, and similar materials, which may be foldouts. If foldouts are used, the folded size must fit within the 8.5" x 11" format. Each volume of the Bidder's Proposal must be provided separately in an appropriate sized binder. Double-sided printing is preferred.

Softcopy proposals must be in Microsoft Word 2007 and/or Excel 2007 formats.

It is the Bidder's responsibility to ensure its proposal is submitted in a manner that enables the State Evaluation Team to easily locate response descriptions and exhibits for each requirement. Page numbers must be located in the same page position throughout the proposal. Figures, tables, charts, etc. must be assigned index numbers and must be referenced by the numbers in the proposal text and in the proposal Table of Contents. Figures, etc. must be placed as close to the text references as possible.

VIII.B FINAL BID/PROPOSAL FORMAT AND CONTENT

Following are instructions for Bidders on proposal format, content and submittal.

1. Proposal format and content

Each proposal container must be sealed and labeled as follows:

- Name of Bidder
- Return Address
- IFB# TFC 22191000
- Proposal for Remedy Service Desk

The following must be shown on each page of the proposal:

- Name of Bidder
- IFB # TFC 22191000
- Proposal Volume Number
- Page Number

In addition, Bidders must meet the following requirements:

- The proposal container must be completely sealed. All copies must be submitted by the dates and times specified in Table I-1 Key Action Dates.
- The cost information must be completely sealed separately from the proposal container and marked appropriately.
- The Bidder must submit seven (7) copies of Volume I and II of the Proposal. One (1) complete set of required volumes must be clearly marked "MASTER COPY". The Master Copy must contain one (1) originally signed copy of the Std. 213 (Appendix

- A).
- One (1) copy of the entire Volume I proposal, in either Microsoft Word or searchable PDF, must be submitted on Compact Disc (CD) and enclosed with the Master Copy of Volume I.
 - One (1) copy of the entire Volume II proposal, in either Microsoft Word or searchable PDF, must be submitted on Compact Disc (CD) and enclosed with the Master Copy of Volume II.
 - All proposals must be sent to the Procurement Official (listed in Section I.F) by the date and time listed in Table I of the Key Action Dates for bid submission.

The MASTER COPY must contain an original signature or initial wherever a signature or initials are required. Bidders are requested to provide signature and initials in blue ink.

2. The complete bid/proposal must be submitted with the number of copies indicated and include the following items following the organization outlined as follows:

I. Volume I: Response to Requirements

Tab 1: Response to Requirements

Tab 2: Proposed Approach – Configuration and Implementation Activities

Tab 3: Contract (Appendix A)

II. Volume II: Cost Proposal

This volume must contain Bidder costs.

VIII.C VOLUME 1 – RESPONSE TO REQUIREMENTS

The Bidder's response to the IFB for Volume I must be in the order and format indicated below.

Tab 1 contents must include:

- Attachment 1 Required Attachment Check List
- Attachment 2 IFB Cover Letter
- Attachment 3 Bidder Certification Sheet/Completion Instructions
- Attachment 4 Certificate(s) of Insurance (Liability and Worker's Compensation)
- Attachment 5 Payee Data Record (STD 204)
- Attachment 6 Seller's Permit
- Attachment 7
 - Bidder Declaration Form – (GSPD 05-105)*
 - Std. 840/840A Disabled Veteran Business Enterprise Participation Summary*
 - Disabled Veteran Business Enterprise Declarations (STD. 843)*
- Attachment 8 Small Business Certification*
- Attachment 9 Target Area Contract Preference Act (TACPA) *
- Attachment 10 Enterprise Zone Act (EZA) *

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- Attachment 11 Local Agency Military Base Recovery Area (LAMBRA) Act*
- Attachment 12 Certificate of Status from California Secretary of State
- Attachment 13 Corporate Qualification Reference Forms
- Attachment 14 Subcontractor List
- Attachment 15 Staff Experience Summary
- Attachment 16 Proposed Staff Reference Form

Tab 2 – Approach to Configuration and Implementation Activities:

Tab 2 must contains the Bidder's proposed approach to performing the activities and tasks outlined in Section VI.B.3, including a draft work plan.

Tab 3 – Completed Contract:

Tab 3 contents must include the complete contract including the signed Std. 213 and all attachments (Statement of Work and Budget Detail & Payment Provisions, complete in every detail, **EXCEPT FOR COST AND EFFECTIVE DATES**.

All copies of the contract must be signed by an individual authorized to bind the firm as specified in Section II, Rules Governing Competition. The Master Copy of the Final Proposal must contain four (4) Std. 213 forms all with original signatures.

VIII.D VOLUME II – COST PROPOSAL

Volume II contents must be in a **separately sealed**, marked envelope or container and include all completed cost sheets and any other document with cost data identified as required in this IFB. See Attachment #17 in Section VII – Costs.

The Cost Proposal must:

- Contain all completed cost sheets (Attachment #17)
- Be submitted in a separate, sealed, and clearly identified envelope or container/carton/box.

SECTION IX – EVALUATION

IX.A RECEIPT

Each proposal will be date and time marked and verified that all responses are submitted under an appropriate cover, and sealed and properly identified. Proposals will remain sealed until the designated time for opening.

IX.B EVALUATION OF FINAL PROPOSALS

The technical evaluation factor emphasizes the Bidder's proposed team experience, staff qualifications, and client references for a maximum score of 275 points. The evaluation team will award each Bidder up to the maximum number of points for each evaluation factor based on the evaluation assessment. Points are assigned to each category and responses are awarded points based upon detail and clarity, specificity, completeness, practicality and relevance to the needs of the State Controller's Office.

The assessment of responses consists of an initial pass/fail assessment of administrative requirements followed by a scored assessment.

IX.B.1 Proposal Opening and Validation Check

All proposals received by the time and date specified in Section I.G, Key Action Dates, may be publicly opened and acknowledged as having been received at that time. **Volume II- Cost Data shall remain sealed until the evaluation of administrative and technical requirements is completed. All participating Bidders and interested parties shall be notified as to the date and time when a public opening of proposal costs will be conducted.** Proposals will be checked for proper identification and required information in conformance with the proposal submission requirements. Absence of required information may deem the proposal non-responsive and may be cause for rejection. Unsealed proposals will be rejected.

IX.B.2 Validation Against Requirements

The State will perform a detailed review of each proposal to determine its compliance to the IFB requirements. If a proposal fails to meet a mandatory IFB requirement, the State will determine if the deviation is material as defined in Section II, Rules Governing Competition. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred.

IX.B.3 Cost Analysis

The required cost forms and schedules will be checked for completeness and mathematical accuracy. Errors and inconsistencies will be dealt with according to procedures contained in Section II, Paragraph C.7.d., "Errors in the Final Proposal." Adjustments will be made for the purpose of evaluation in accordance with procedures described in Section VII, Cost.

IX.B.4 Selection

Final selection will be on the basis of 50% cost and 50% technical requirements (Corporate Qualifications, Proposed Project Team, and Approach to Configuration and Implementation Services), excluding preference or incentive points. Responsiveness is defined by the Bidder's ability to meet the administrative and technical requirements, conform to Section II, Rules Governing Competition, and achieve a satisfactory technical rating on the desirable factors. The State reserves the right at any time to reject any or all proposals.

Proposals will be evaluated using a combination of Pass/Fail and numerically scored criteria. The table below is a summary of evaluation factors.

Table 5. Summary of IFB Scoring

Factor	Type of Scoring Used	Total Points
Corporate Qualifications	Pass/Fail	N/A
• Client References	Numerical	20
Staff Experience – Minimum Requirements	Pass/Fail	N/A
Staff Experience – Desirable Requirements	Numerical	65
Proposed Staff – Client References	Numerical	90
Proposed Approach	Numerical	100
Cost	Numerical	275
Sub-Total		550

IX.B.4.a Corporate Qualifications: Pass/Fail

Corporate Qualification Reference Forms (Attachment # 13) must clearly identify how Bidder meets the qualification requirements specified in Section VI.B.1 Bidder Corporate Qualifications. Bids that do not meet the minimum requirements may be deemed non-responsive.

IX.B.4.b Corporate Qualifications – Client References: 20 Points

Bidders will be awarded points based on responses received from their client references. Bidders must submit two (2) Corporate Client References. Each reference may receive up to 10 points, for a total of 20 possible points.

IX.B.4.c Staff Experience – Minimum Requirements: Pass/Fail

Staff Experience Summary Forms/Resumes must clearly identify how proposed staff team members meet the minimum qualification and any desirable qualification requirements specified in Section VI.B.2 Proposed Project Team. Bids that do not meet the minimum staff experience requirements may be deemed non-responsive.

IX.B.4.d Staff Experience – Desirable Requirements: 65 Points

Points will be awarded based on the breadth of experience for the proposed staff based on established criteria. Value added points are awarded for staff experience above the required minimum qualifications. Proposed staff will receive up to the total points available in any or all of the criteria categories that apply based on experience provided on the Staff Experience Summary Form/resume. **All experience used to meet minimum and desirable requirements must be within the last five (5) years. In addition, for each project listed to meet minimum and desirable requirements, the proposed team member must have been in the proposed role for the referenced project for a duration of at least two (2) months.**

Table 6. Proposed Staff Experience – Desirable Requirements Points Available

PROJECT TEAM ROLE	DESIRABLE EXPERIENCE	POSSIBLE POINTS
Project Manager	D1: The Project Manager for at least one (1) project implementing Remedy Service desk for a public sector (federal, state, or local) client.	D1: 5 points
Technical Architect	D1: The Technical Architect for at least one (1) project implementing Remedy Service Desk for a public sector (federal, state, or local) client. D2: The Technical Architect for at least one (1) additional project implementing Remedy Service Desk that is integrated with SAP Solution Manager / supporting a SAP application(s).	D1: 10 points D2: 20 points
Configuration Expert	D1: The Lead Configuration Expert for at least one (1) project implementing Remedy Service Desk for a public sector (federal, state, or local) client. D2: The Lead Configuration Expert for at least one (1) project implementing Remedy Service Desk that is integrated with SAP Solution Manager / supporting a SAP application(s).	D1: 10 points D2: 20 points

IX.B.4.e Proposed Staff Client References: 90 Points

Bidders will be awarded points based on responses received from their client references. Proposed team members must submit three (3) Client References each for the three (3) projects used to meet requirement M1. Each reference may receive up to 10 points, for a total of 30 possible per proposed team member. Maximum points for entire proposed team are 90.

IX.B.4.f Proposed Approach: 100 Points

Bidders will be awarded points based on their proposed approach for completing the Configuration and Implementation activities/tasks (see Section VI.B.3). Scoring of this section is focused toward analyzing the Bidder's approach to managing the four (4) key activities of the project:

- Plan and Prepare
- Analyze
- Design/Build
- Validate

Bidders will be awarded points based on the depth and reasonableness of their description of how the work will be accomplished, proposed roles and responsibilities, the completeness of the draft work plan and the reasonableness of the timeline presented, and their approach for interacting with SCO team members.

IX.B.4.g Cost: 275 Points

Cost is fifty percent (50%) of the total score. The bid with the lowest total cost will receive the maximum number of points (275). Each Bidder's cost score will be based on the ratio of its total cost to the total cost associated with the lowest responsive proposal, multiplied by the maximum number of cost points as shown in Table 7. Cost adjustments for Optional Preference Claims (e.g., TACPA, LAMBRA) will be performed during cost assessment.

Cost Formula: Lowest Cost Assessment x 275 = Points Awarded
Bidder Cost Assessment

Table 7. Sample Cost Assessment

BIDDER	COST ASSESSMENT	CALCULATION	POINTS AWARDED
A	\$275,000	$\frac{\$270,000 \text{ (Bidder B)} \times 275 \text{ (weight)}}{\$275,000 \text{ (Bidder A)}}$	270
B	\$270,000	$\frac{\$270,000 \text{ (Bidder B)} \times 275 \text{ (weight)}}{\$270,000 \text{ (Bidder B)}}$	275
C	\$320,000	$\frac{\$270,000 \text{ (Bidder B)} \times 275 \text{ (weight)}}{\$320,000 \text{ (Bidder C)}}$	232.03

IX.B.4.h Determination of Highest Scoring Proposal

The highest scoring proposal will be the responsible, responsive proposal that has the highest combined score up to a maximum of number of points of 550.

Table 8 provides an example of how the final total score will be determined. Preference points will be added to the total.

Table 8. Sample Point Summary¹

BIDDER	CORPORATE – CLIENT REFERENNCES	STAFF EXPERIENCE – DESIRABLE	PROPOSED STAFF – CLIENT REFERENNCES	PROPOSED APPROACH	COST	TOTAL SCORE
A	18	65	60	95	270	508
B	20	0	88	95	275	478
C	16	50	90	80	232.03	468.03

IX.B.5 Preference Programs

Cost adjustments for preference claims (TACPA, EZA, and LAMBRA) will be performed during cost assessment.

IX.B.6 Small Business Incentive

Per Government Code, Section 14835, et seq., Bidders who qualify as a small business will be given a 5 percent (5%) preference for contract evaluation purposes only. The 5 percent (5%) preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsible and responsive to the proposal requirements. If after applying the small business preference a small business has the highest score, no further preferences would be applied as the small business cannot be displaced from the highest score position by application of any other preference. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services are contained in the California Code of Regulations, Title 2, Section 1896, et seq. and can be viewed online at: www.pd.dgs.ca.gov/smbus.

IX.B.7 DVBE Incentive

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide Disabled Veteran Business Enterprise (DVBE) participation. For contract award evaluation purposes only, the State shall apply an incentive to bids that include California certified DVBE participation. The maximum incentive for this procurement is 3 percent of the total available points. Incentive points are awarded based on the amount of DVBE participation obtained, according to the matrix below.

The following incentive points shall apply to this solicitation:

Confirmed DVBE Participation of:

Incentive Points:

3% or more	16.5 (3% of 550 points)
2% – 2.99%	11.0 (2% of 550 points)
1.1% – 1.99%	5.5 (1% of 550 points)

¹ Does not include preference or incentive points

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Less than 1.1%

0 points

The DVBE Incentive percentage is applied to total points available to the Bidders. The total points available for this IFB are 550. The following illustrates the incentive points available based on the Bidder A's confirmed DVBE participation of 1.5%, Bidder B's confirmed DVBE participation of 2.8%, and Bidder C's confirmed DVBE participation of 5%. Bidder C is also a California certified small business.

Table 9. Final Score with DVBE Incentive Example

BIDDER	CORPORATE – CLIENT REFERENNCES	STAFF EXPERIENCE – DESIRABLE	PROPOSED STAFF – CLIENT REFERENNCES	PROPOSED APPROACH	COST	DVBE INCENTIVE	SMALL BUSINESS	TOTAL SCORE
A	18	65	60	95	270	5.5	0	513.5
B	20	0	88	95	275	11.0	0	489
C	16	50	90	80	232.03	16.5	25.4	509.93

IX.C CONTRACT AWARD

The contract will be awarded on the basis of the best value to the State to the highest scoring bidder meeting requirements.

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ATTACHMENT 1: REQUIRED ATTACHMENT CHECK LIST

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

Attachment	Name/Description
Attachment 1	Required Attachment Check List
Attachment 2	IFB Cover Letter
Attachment 3	Bidder Certification Sheet/Completion Instructions
Attachment 4	Certificate(s) of Insurance (Liability and Worker's Compensation)
Attachment 5	Payee Data Record (STD 204)
Attachment 6	Seller's Permit (If Applicable)
Attachment 7	• Bidder Declaration Form – (GSPD 05-105)* • Std. 840/840A Disabled Veteran Business Enterprise Participation Summary* • Disabled Veteran Business Enterprise Declarations (STD. 843)*
Attachment 8	Small Business Certification*
Attachment 9	Target Area Contract Preference Act (TACPA) *
Attachment 10	Enterprise Zone Act (EZA) *
Attachment 11	Local Agency Military Base Recovery Area (LAMBRA) Act*
Attachment 12	Certificate of Status from California Secretary of State
Attachment 13	Corporate Qualification Reference Form
Attachment 14	Subcontractor List
Attachment 15	Staff Experience Summary Form
Attachment 16	Proposed Staff Reference Form
Attachment 17	Sealed Cost Workbook
Appendix A	Std. 213 (Contract) to include:
	Statement of Work

***If applicable**

BIDDERS NOTE: 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 BIDDER'S INTENT NOR DOES IT CONSTITUTE RESPONSIVENESS TO THE REQUIREMENT (S). THE CHECKLIST IS ONLY A TOOL TO ASSIST BIDDERS IN COMPILING THEIR FINAL PROPOSAL RESPONSE. BIDDERS ARE ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION. THE NEED TO VERIFY ALL DOCUMENTATION AND RESPONSES PRIOR TO THE SUBMISSION OF FINAL PROPOSALS CANNOT BE OVER EMPHASIZED.

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ATTACHMENT 2: IFB COVER LETTER

Bidders must provide a cover letter. Refer to section V.B.1 Cover Letter (Mandatory) for information on required contents.

ATTACHMENT 3: BIDDER CERTIFICATION SHEET

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

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

This Bidder Certification Sheet must be signed and returned along with all required attachments as an entire package with original signatures. The proposal must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. Place all required attachments behind this certification sheet.
- B. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

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ATTACHMENT 3: BIDDER CERTIFICATION SHEET (continued)

An Unsigned Bidder Certification May Be Cause For Rejection

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

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ATTACHMENTS 4 THROUGH 12

Attachment 4	Certificate(s) of Insurance (Liability and Worker's Compensation)	BIDDER TO PROVIDE
Attachment 5	Payee Data Record (STD 204) http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf	BIDDER TO PROVIDE
Attachment 6	Seller's Permit	BIDDER TO PROVIDE
Attachment 7	If applicable: Bidder Declaration Form – (GSPD 05-105) http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf Documentation of DVBE Program Requirements (STD 840/840A): http://www.documents.dgs.ca.gov/pd/poliproc/DVBE-RegPack.doc For the purpose of this solicitation, the advertising requirement is hereby waived due to time constraints. DVBE Disabled Veteran Business Enterprise Declarations (STD. 843) http://www.documents.dgs.ca.gov/pd/poliproc/STD-843.pdf	IF APPLICABLE IF APPLICABLE IF APPLICABLE
Attachment 8	Small Business Certification* http://www.pd.dgs.ca.gov/smbus/sbcert.htm	BIDDER TO PROVIDE
Attachment 9	Target Area Contract Preference Act (TACPA) http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf Bidder's Summary of Contract Activities and Labor Hours http://www.documents.dgs.ca.gov/pd/edip/bidsum1001.pdf Manufacturers Summary http://www.documents.dgs.ca.gov/pd/dispute/mfgsum1001.pdf	IF APPLICABLE
Attachment 10	Enterprise Zone Act (EZA) http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf Bidder's Summary of Contract Activities and Labor Hours http://www.documents.dgs.ca.gov/pd/edip/bidsum1001.pdf Manufacturers Summary http://www.documents.dgs.ca.gov/pd/dispute/mfgsum1001.pdf	IF APPLICABLE
Attachment 11	Local Agency Military Base Recovery Area (LAMBRA) Act http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf Bidder's Summary of Contract Activities and Labor Hours http://www.documents.dgs.ca.gov/pd/edip/bidsum1001.pdf Manufacturers Summary http://www.documents.dgs.ca.gov/pd/dispute/mfgsum1001.pdf	IF APPLICABLE
Attachment 12	Certificate of Status from California Secretary of State http://kepler.sos.ca.gov/	BIDDER TO PROVIDE (WEB VERSION ACCEPTABLE)

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ATTACHMENT 13: CORPORATE QUALIFICATIONS REFERENCE FORM

Instructions: Complete one of these forms for each reference. Duplicate these pages, as needed. The Bidder must provide two separate references.

Note to Bidder: A client/customer is defined as an organization for which the Contractor has completed a project that meets the requirements of Section VI.B.1: 1) The Bidder must have been the prime contractor for the referenced project or a subcontractor named in this proposal must have been the prime contractor. If the reference is for a subcontractor named in this proposal, the subcontractor must be providing at least fifty percent (50%) of the proposed Configuration and Implementation Services for this contract 2) The projects must have been completed within the past five (5) years. 3) The reference must be for a successfully completed Remedy Service Desk implementation. 4) The end users supported by the service desk must be at least 1,000. 5) At least one of these references must be for a public sector (federal, state, or local) client.

Note to Client/Customer: Please rate your satisfaction with the services provided by the Contractor. Please sign and date attachment.

Bidder Name:		Contact Name:	
		Contact Phone #:	
Client Name:		Client Reference Name:	
Client Contact Email:		Client Contact Phone #:	
Project Name:			
Project Description:			
Bidder Firm's Involvement:			
# of Remedy Service Desk End Users Supported by Call Center:		Public Service Entity (Yes/No):	
Implementation Date:			
Client Satisfaction Ratings (TO BE COMPLETED AND SIGNED BY THE CLIENT):			
1. On a scale of 1 to 10, with 10 being <i>completely</i> satisfied, how satisfied were you with the Contractor's overall performance with this project?			
1 2 3 4 5 6 7 8 9 10			
2. On a scale of 1 to 10, with 10 being <i>excellent</i> , how would you rate the Contractor's ability to communicate with key project team members?			
1 2 3 4 5 6 7 8 9 10			
3. On a scale of 1 to 10, with 10 being <i>worked extremely well with</i> , how did the Contractor's Team work with project staff and stakeholders?			
1 2 3 4 5 6 7 8 9 10			
4. On a scale of 1 to 10, with 10 being <i>excellent</i> , how would you rate the quality and professionalism of the written deliverables developed by the Contractor's Team?			
1 2 3 4 5 6 7 8 9 10			
5. On a scale of 1 to 10, with 10 being <i>excellent</i> , how was the overall usability of the Remedy Service Desk delivered by the Contractor for the project?			
1 2 3 4 5 6 7 8 9 10			
Client/Customer Reference Signature:		Date:	
Printed Name			

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ATTACHMENT 14: SUBCONTRACTOR LIST

Subcontractors must be listed below:

Company Name:	Company Name:
Primary Contact/Title:	Primary Contact/Title:
Address:	Address:
City, State, Zip:	City, State, Zip:
Phone:	Phone:
PERCENTAGE of Configuration and Implementation Services Proposed Amount: % (DO NOT ENTER A DOLLAR AMOUNT)	PERCENTAGE of Configuration and Implementation Services Proposed Amount: % (DO NOT ENTER A DOLLAR AMOUNT)

Company Name:	Company Name:
Primary Contact/Title:	Primary Contact/Title:
Address:	Address:
City, State, Zip:	City, State, Zip:
Phone:	Phone:
PERCENTAGE of Configuration and Implementation Services Proposed Amount: % (DO NOT ENTER A DOLLAR AMOUNT)	PERCENTAGE of Configuration and Implementation Services Proposed Amount: % (DO NOT ENTER A DOLLAR AMOUNT)

If the % Amount is greater than 10%, has the subcontractor submitted all required information for the work they are providing? ___yes ___no

ATTACHMENT 15: STAFF EXPERIENCE SUMMARY FORM

The Bidder shall list the project information required below that qualifies the team member for the duties and responsibilities on this project for the proposed position classification. Note: This section must clearly specify how the proposed personnel meet each of the minimum requirements specified in Section VI.B.2 Proposed Project Team.

Note: All experience used to meet minimum and desirable requirements must be within the last five (5) years. In addition, for each project listed to meet minimum and desirable requirements, the proposed team member must have been in the proposed role for the referenced project for a duration of at least two (2) months.

Complete the matrix provided in this attachment following the instructions provided below.

Project Name, Client Name, Contact & Number: Provide the project name and the client's name, contact person and contact phone number.

Employer, Role, and Type of Experience: Identify who the proposed staff was employed by while on the project cited, the staff person's functional role on the cited project (not just their classification title), and the type of experience gained on the project (e.g., project management, Remedy Configuration, etc.).

Project Start Date and End Date: Provide the project's start and end date using MM/DD/YYYY format.

Proposed Staff Start Date and End Date: Provide the start and end date the proposed staff person was involved in the cited project using MM/DD/YYYY format. Also indicate whether the work was full time or part time. **The proposed team member must have been in the proposed role for the referenced project for a duration of at least two (2) months.**

Public Sector: Enter "Yes" if this engagement was a public sector client (i.e. federal, state, county, city or municipality); otherwise enter "No".

End Users Supported by Call Center: Enter the number of end-users supported by the implemented Service Desk.

SAP: Enter "Yes" if the Remedy Service Desk supported a SAP application; otherwise enter "No".

Remedy Service Desk Full Project Lifecycle: Enter "Yes" if the proposed staff completed the full Remedy project lifecycle (i.e., requirements definition through production implementation); otherwise enter "No".

IFB Requirement #: Enter the requirement number, for example M1, M2, etc. (see Section VI.B.2) that the referenced project meets.

SAMPLE

ATTACHMENT 15 STAFF EXPERIENCE SUMMARY FORM

Contractor Name:	Super Systems							
	Organization associated with: <u> X </u> Prime Bidder <u> </u> Subcontractor (check one)							
Proposed Staff Name:	John Smith							
Proposed Role:	Remedy Service Desk Project Manager							
Project Name, Client Name, Contact & Number:	Employer, Role, and Type of Experience	Project Start Date and End Date	Proposed Staff Start Date and End Date	Public Sector (Yes/ No)	End Users Supported by Call Center	SAP (Yes/No)	Full Remedy Project Lifecycle (Yes/No)	IFB Req #
Remedy Service Desk Montana Jane Doe (670- 555-2222)	SuperSystems, Inc. Remedy Service Desk Implementation Manager. Managed implementation of Remedy across 3 offices; managed 10 client staff.	01/10/2005 to 08/15/2009	05/11/2006 to 01/15/2008	No	500	Yes	Yes	M1

ATTACHMENT 15**STAFF EXPERIENCE SUMMARY FORM – Remedy Service Desk Project Manager**

Contractor Name:		Organization associated with (check one): _____ Prime Bidder _____ Subcontractor						
Proposed Staff Name:								
Proposed Role:		Remedy Service Desk Project Manager						
Project Name, Client Name, Contact & Number:	Employer, Role, and Type of Experience	Project Start Date and End Date	Proposed Staff Start Date and End Date	Public Sector (Yes/ No)	End Users Supported by Call Center	SAP (Yes/No)	Full Remedy Project Lifecycle (Yes/No)	IFB Req #

STAFF EXPERIENCE SUMMARY FORM – Remedy Service Desk Technical Architect

Contractor Name:		Organization associated with: (check one) _____ Prime Bidder _____ Subcontractor							
Proposed Staff Name:									
Proposed Role:		Remedy Service Desk Technical Architect							
Project Name, Client Name, Contact & Number:	Employer, Role, and Type of Experience	Project Start Date and End Date	Proposed Staff Start Date and End Date	Public Sector (Yes/ No)	End Users Supported by Call Center	SAP (Yes/No)	Full Remedy Project Lifecycle (Yes/No)	SAP Solution Manager Integration (Yes/No)	IFB Req #

ATTACHMENT 15 (continued)**STAFF EXPERIENCE SUMMARY FORM – Remedy Service Desk Configuration Expert**

Contractor Name:		Organization associated with: _____ Prime Bidder _____ Subcontractor (check one)						
Proposed Staff Name:								
Proposed Role:		Remedy Service Desk Configuration Expert						
Project Name, Client Name, Contact & Number:	Employer, Role, and Type of Experience	Project Start Date and End Date	Proposed Staff Start Date and End Date	Public Sector (Yes/ No)	End Users Supported by Call Center	SAP (Yes/No)	Full Remedy Project Lifecycle (Yes/No)	IFB Req #

ATTACHMENT 16: PROPOSED STAFF REFERENCE FORM

Instructions: Complete one of these forms for each Proposed Key Role (Project Manager, Technical Architect, and Configuration Expert) for each of the three projects used to meet requirement M1. A total of nine (9) forms must be submitted with the proposal.

Note to Bidder: A client/customer is defined as an organization for which the Proposed Team member has completed a project that meets requirement M1, Section VI.B.2, in this IFB. Descriptions of the project must be comprehensive and sufficiently detailed to permit the State to assess if this project meets the requirement.

Note to Client/Customer: Please rate your satisfaction with the services provided by the Contractor. Please sign and date attachment.

Bidder Name:		Contact Name:	
		Contact Phone #:	
Client Name:		Client Reference Name:	
Client Contact Email:		Client Contact Phone #:	
Project Name:			
Project Description			
Bidder Firm's Involvement:			
# of Remedy Service Desk End Users Supported by Call Center:		Public Service Entity (Yes/No):	
Implementation Date:			
Client Satisfaction Ratings (TO BE COMPLETED AND SIGNED BY THE CLIENT):			
1. On a scale of 1 to 10, with 10 being <i>completely</i> satisfied, how satisfied were you with the Proposed Staff member's overall performance with this project? 1 2 3 4 5 6 7 8 9 10			
2. On a scale of 1 to 10, with 10 being <i>excellent</i> , how would you rate the Proposed Staff member's ability to communicate with key project team members? 1 2 3 4 5 6 7 8 9 10			
3. On a scale of 1 to 10, with 10 being <i>worked extremely well with</i> , how did the Proposed Staff member's work with project staff and stakeholders? 1 2 3 4 5 6 7 8 9 10			
4. On a scale of 1 to 10, with 10 being <i>excellent</i> , how would you rate the quality and professionalism of the written deliverables developed by the Proposed Staff member's? 1 2 3 4 5 6 7 8 9 10			
5. On a scale of 1 to 10, with 10 being <i>excellent</i> , how would you rate the Proposed Staff member's Remedy knowledge and implementation skills for the project? 1 2 3 4 5 6 7 8 9 10			
Client/Customer Reference Signature:		Date:	
Printed Name			

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ATTACHMENT 17: COST WORKBOOK

(See separate Excel workbook file to be submitted with IFB)

17 -1 Cost Workbook Summary	
COST CATEGORY	SUMMARY COST
One-Time Costs	
17-2 - Software Purchase	\$ -
17-3 - Configuration and Implementation Services	\$ -
17-4 - Labor Costs for Post Implementation Support	\$ -
<i>One-Time Costs Subtotal</i>	\$ -
On-Going Costs	
17-5 - Software Ongoing Support Maintenance Costs	\$ -
<i>On-Going Costs Subtotal</i>	\$ -
Other Costs	
17-6 - Labor Costs for Unanticipated Tasks	\$ -
<i>Other Costs Subtotal</i>	\$ -
Grand Total	\$ -

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17-2 - Software Purchase									
Product #	Product Name	Number / Type of License	Purchase Price	Tax	Delivery	Installation Charge	Total Unit Cost	Quantity Needed	Total Item Cost (Unit Cost x Quantity)
LPU93.0.0.00	BMC Remedy IT Service Management Suite	Enterprise					\$ -	1	\$ -
LAV23.0.0.00	BMC Remedy Suite – User Add-On License	25 Named Users					\$ -	1	\$ -
LAW39.0.0.00	BMC Remedy Suite – Floating User Add-On License	30 Floating (Concurrent) Users					\$ -	1	\$ -
PR-ARSOL	ARSLINK for SolutionManager (Production)	Production Platform							
DV-ARSOL	ARSLINK for SolutionManager(Test/Dev)	Test/Development Platform					\$ -	1	\$ -
LAV23.0.0.00*	BMC Remedy Suite – User Add-On License	Additional 5 Named Users					\$ -	5	\$ -
LAW39.0.0.00*	BMC Remedy Suite – Floating User Add-On License	Additional 5 Floating (Concurrent) Users					\$ -	5	\$ -
								Total	\$ -
* The Bidder is required to bid additional licenses in groups of 5 user packs. The State has the option of purchasing additional licenses (in 5 user pack increments up to the Quantity specified) at the price specified during the term of the contract.									

17-3 - Configuration and Implementation Services		
Milestone	Percentage of Overall Services Cost	Milestone Cost
Completion of Plan and Prepare / Analyze Activities	20%	
Completion of Design/Build Activity	50%	
Completion of Validate Activity	30%	
Total		

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17-4 - Labor Costs for Post Implementation Support			
Item Description	Hourly Rate	Estimated Staff Hours (For Evaluation Purposes Only)	Total Evaluation Cost
Labor Rate: Project Manager		100	
Labor Rate: Technical Architect		200	
Labor Rate: Configuration Expert		300	
		Total	\$ -

17-5 - Software Ongoing Support Maintenance Costs										
Product #	Product Name	Number / Type of License	Quantity Needed	Base Year 1 Cost	Base Year 2 Cost	Base Year 3 Cost	Optional Year 1 Cost	Optional Year 2 Cost	Optional Year 3 Cost	Total Cost (Base Years + Optional
LPU93.0.0.00	BMC Remedy IT Service Management Suite	Enterprise	1							\$ -
LAV23.0.0.00	BMC Remedy Suite – User Add-On License	25 Named Users	1							\$ -
LAW39.0.0.00	BMC Remedy Suite – Floating User Add-On License	30 Floating (Concurrent) Users	1							\$ -
PR-ARSOL	ARSLINK for SolutionManager (Production)	Production Platform	1							\$ -
DV-ARSOL	ARSLINK for SolutionManager(Test/Dev)	Test/Development Platform	1							\$ -
LAV23.0.0.00*	BMC Remedy Suite – User Add-On License	Additional 5 Named Users	5							\$ -
LAW39.0.0.00*	BMC Remedy Suite – Floating User Add-On License	Additional 5 Floating (Concurrent) Users	5							\$ -
									Total	\$ -

* The Bidder is required to bid additional licenses in groups of 5 user packs. The State has the option of purchasing additional licenses (in 5 user pack increments up to the Quantity specified) at the price specified

17-6 - Labor Costs for Unanticipated Tasks			
Item Description	Hourly Rate	Estimated Staff Hours (For Evaluation Purposes Only)	Total Evaluation Cost
Labor Rate: Project Manager		75	
Labor Rate: Technical Architect		75	
Labor Rate: Configuration Expert		150	
		Total	\$ -

APPENDIX A – CONTRACT

COMPLETION INSTRUCTIONS FOR STANDARD AGREEMENT, STD 213IT.

1. General Information

- a. These instructions are provided to explain how the State Standard Agreement is structured. Because no negotiations or alterations of the Agreement are permitted, it is imperative that the bidder follow these instructions carefully in order to be fully responsive, from a contractual aspect, to the IFB. **BIDDERS SUBMITTING CONDITIONAL BIDS WILL BE DISQUALIFIED.**
- b. Volume II of your Final Bid submittal must include a completed copy of the State Standard Agreement (STD. 213IT). For instructions on what needs to be done to complete the State Standard Agreement for inclusion as Volume II of your Bid, carefully read the following Paragraph 2, Preparation of State Standard Agreement.
- c. The completed contract (Std. 213IT) must be included with Volume I, Tab 3 (See Section VIII.C).

2. Preparation of State Standard Agreement

- a. Detach the State Standard Agreement and all attachments, located in Appendix A, from the IFB. This document will be returned as the final Agreement language. **BIDDERS MUST NOT ALTER OR RETYPE THE STATE STANDARD AGREEMENT OR ANY OF THE ATTACHMENTS.**
- b. Complete the bidder information identified in the lower half of the STD. 213IT, by the box marked "CONTRACTOR". All copies of the Agreement must bear the original signature of the individual authorized to bind the firm, as specified in Section II.5.e. Signature of Bid.
- c. **DO NOT FILL IN SECTIONS 2 AND 3 RELATING TO THE AGREEMENT TERM OR THE AMOUNT OF THE AGREEMENT. COST DATA MUST NOT BE ENTERED ON THE STATE STANDARD AGREEMENT. COST DATA MUST BE SUBMITTED IN VOLUME III ONLY.**

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD. 213 (NEW 06/03)

FOR I.T. GOODS/SERVICES ONLY

		REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER 9I-0111-SCO-HO1		AGREEMENT NUMBER 22191000

- This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME State Controller's Office	(hereafter called State)
CONTRACTOR'S NAME	(hereafter called Contractor)
- The term of this Agreement is: _____ through _____
- The maximum amount of this Agreement is: \$ _____
- 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:
 Attachment A –Statement of Work 10 pages
 Attachment B* - IT General Provisions (effective 06/07/2010)
 Attachment C* - IT Purchase Special Provisions (effective 02/08/2007)
 Attachment D* - IT Software License Special Provisions (effective 01/21/2003)
 Attachment E* - IT Personal Services Special Provisions (effective 02/08/2007)
 Attachment F – Response to IFB TFC 22191000 _____ pages

Items shown with the Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.pd.dgs.ca.gov/modellang/ModelContracts.htm> and <http://www.pd.dgs.ca.gov/modellang/ITModules.htm>

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	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME State Controller's Office		
BY (Authorized Signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Mike Shuper, Chief, Administration and Disbursement Division (Acting)		
ADDRESS 300 Capitol Mall, Suite 634 Sacramento, CA 95814		
		☐ Exempt per

ATTACHMENT A**STATEMENT OF WORK****A. OVERVIEW**

The Contractor will provide the State Controller's Office (SCO) with BMC® Remedy® Service Desk 7.5 and associated implementation services to assist the SCO in providing electronic capture of inquiries and route detail information to appropriate resources to resolve operational issues for the 21ST Century Project (TFC Project). The Contractor will be responsible for providing one-time configuration and implementation services and on-going software licensing and maintenance services.

B. GENERAL REQUIREMENTS**B.1 Contract Term**

This contract will initially be for the period starting October 1, 2010, or upon contract execution, whichever is later, through September 30, 2013. It will include the option to extend maintenance services covered under the contract for up to three (3) 1-year periods.

Contractors are cautioned that no work shall begin until the contract has been fully executed. If work is performed prior to contract approval, and the contract for any reason is not approved, all previous work performed by the contractor is considered donated to the State and no payment shall be made for that work.

B.2 Contract Amendment

This contract must be able to be amended by mutual consent of the State and the Contractor.

B.3 Prime Contractor Responsibilities

The Contractor will be considered the prime Contractor. The prime Contractor accepts full responsibility for coordinating and controlling all aspects of the contract, including support or activities to be performed by any sub and/or secondary Contractors. The prime Contractor will be the sole point of contact with the State relative to contract performance.

B.4 Subcontractor Changes

The Contractor shall not change subcontractor(s) and/or DVBE subcontractor(s) if such changes conflict with the work to be performed under the resulting contract. For DVBE subcontractor changes, the Contractor shall following the replacement procedures specified by the Department of General Services (<http://www.pd.dgs.ca.gov/dvbe/default.htm>). The State recognizes that changes to subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) business days prior to the existing subcontractor's termination. If this should occur, the Contractor should be aware that the State contract administrator or designee must approve any changes to the subcontractor(s) prior to the termination of the existing subcontractor(s) and hire of the new subcontractor(s). This also includes any changes made between submittal of the final proposal and actual start of the contract. All subcontractor(s) are subject to a corporate reference check. The corporate reference check must produce a good reference and demonstrate a strong probability of successful performance by the subcontractor(s). The State will not compensate the contractor for any of the contractor's time or effort to educate or otherwise make the new

subcontractor(s) ready to begin work on the contract.

B.5 Staffing Changes

The Contractor shall not reassign staff if such reassignment conflicts with the work the individual is to perform on this contract. The State recognizes that resignation or other events may cause a staff member to be unavailable to the Contractor. If this should occur, the Contractor has ten (10) business days to replace the unavailable staff and the State Project Manager or designee must approve any changes to contractor's staff prior to the replacement. This includes substitutions made between submittal of the final proposal and the actual start of the contract, as well as staffing changes that may be made during the course of the contract.

The State, reserves the right to require the Contractor to replace an assigned consultant at any time. The State will notify the Contractor in writing when exercising that right, providing the Contractor with the reason for the request. The Contractor, within seven (7) calendar days of such notification, shall provide a replacement candidate that meets or exceeds the requirements as defined in this IFB. The submission of a resume and experience summary and interview will still be required. The Contractor shall assign the replacement to the 21st Century Project within two (2) weeks of the State's approval of the replacement.

C. DESCRIPTION OF TASKS AND ACTIVITIES

C.1 Configuration and Implementation Services

The Contractor will be responsible for performing the following activities working with the SCO project team:

Activity 1: Plan and Prepare

a. Assess the SCO environment

During this task, the Contractor will work with SCO to understand the technical and functional environment in which Remedy will be installed and operate.

b. Develop Work Plan

During this task, the Contractor will refine the work plan that was submitted as part of its Proposal. The work plan will include task durations, resources (State and Contractor), and predecessors/successors.

Activity 2: Analyze

a. Review the processes in the BMC Service Management Process Model

During this task, the Contractor will review the BMC Service Management Process Model with the assigned SCO resources to create the functional architecture (including Solution Manager) upon which the SCO Service Desk will operate.

b. Conduct a role assignment workshop

During this task, the Contractor will facilitate a workshop to define the roles that will be established in Remedy. The Contractor will be responsible for documenting the roles / security levels that are defined.

c. Identify configuration and data requirements

During this task, the Contractor will work with the SCO resources to define the configuration and data requirements, including templates, decision trees, assignment scripts, initiator scripts, and operational reports. The Contractor will be responsible for documenting the configuration and data requirements.

Activity 3: Design / Build

a. Install and Configure the Solution

During this task, the Contractor will install and configure Remedy based on the results from the Analyze activities. The Contractor will perform knowledge transfer to SCO resources to allow SCO to administer the system on an on-going basis. Configuration services will include assignment routing, up to three incident templates, up to three decision trees, up to 2 assignment scripts, and up to two initiator scripts.

b. Validate and populate data

During this task, the Contractor will work with the SCO resources to populate the necessary data to begin use of Remedy.

Activity 4: Validate

a. Conduct role-based, end-user training on installed solution, addressing process and technology

During this task, the Contractor will provide end-user training to SCO staff on the configured system. The Contractor will be responsible for developing appropriate end-user training materials and quick reference guides. The Contractor will be responsible for conducting two full end-user training sessions; each session must accommodate up to 15 SCO staff.

b. Pilot Remedy

During this task, the Contractor will support SCO as SCO pilots the Remedy Help Desk during User Acceptance Testing (UAT) of the MyCalPAYS solution. The Contractor will address any issues with Remedy and correct any deficiencies identified in the configurations/ templates/ scripts. UAT is currently scheduled to occur during June 2011.

C.2 Software Licensing and Maintenance

The Contractor is responsible for providing on-going software licensing and maintenance for the software provided under this Contract for the contract term and any options exercised by the SCO.

D. DELIVERABLES

The State requires that all deliverables be completed and delivered to the State on or before the dates specified in the approved Project Work Plan. All associated standards, processes, plans and applicable reference materials must be available to the State upon request. For all deliverables, the project reserves the right to request an oral presentation of the deliverable by the Contractor.

Table 1. Contractor Deliverables

Activity	Deliverable	Estimated Completion Date
1. Plan and Prepare	1.1 SCO Environment Assessment	As specified in the approved Work Plan
	1.2 Remedy Work Plan	Within 5 business days of contract start
2. Analyze	2.1 Remedy Architecture	As specified in the approved Work Plan
	2.2 MyCalPAYS Remedy Service Model	As specified in the approved Work Plan
	2.3 MyCalPAYS Remedy Roles/Security Levels	As specified in the approved Work Plan
	2.4 Configuration Requirements	As specified in the approved Work Plan
	2.5 Reporting Requirements	As specified in the approved Work Plan
	2.6 Data Requirements	As specified in the approved Work Plan
3. Design / Build	3.1 Delivered and Installed Software	As specified in the approved Work Plan
	3.2 Configured System, including assignment routing, incident templates, decision trees, assignment scripts, and initiator scripts	As specified in the approved Work Plan
	3.3 Installation Document	As specified in the approved Work Plan
	3.4 Configuration Support Documentation	As specified in the approved Work Plan
	3.5 Knowledge Transfer sessions	As specified in the approved Work Plan
	3.6 Data Populated based on Data Requirements	As specified in the approved Work Plan
4. Validate	4.1 End User Training Material (presentation material, end user guides, quick reference guide)	As specified in the approved Work Plan; materials must be provided for review/approval at least 10 business days prior to scheduled training sessions
	4.2 End User Training Sessions	As specified in the approved Work Plan
	4.3 Summary of Pilot Activities	As specified in the approved Work Plan

E. Deliverable Expectation Documents

Prior to submission of each deliverable, the Contractor must propose a format and outline for each deliverable and obtain SCO approval prior to deliverable preparation. This approval process must include submission of a Deliverable Expectation Document (DED).

The goal for the use of the DED is to ensure a common understanding exists between the SCO and the Contractor regarding the scope, format and content (depth and breadth) of the deliverable prior to the Contractor beginning work on the deliverable. The complexity of the DED will be proportional to the complexity of the deliverable. The DED must summarize the key content of the deliverable including, where appropriate, key figures, diagrams and tables. In addition, the DED includes the completion and acceptance criteria that must be met before the SCO will approve the deliverable (signifying task completion), the due date for the deliverable, the reviewers and the amount of time for State review of the deliverable. Unless otherwise indicated by the State in the approval of the DED, the State's review period shall be a minimum of two (2) State business days. (Additional time may be necessary for the State to complete its review, depending on the size and complexity of the deliverable. If additional time is necessary, this will be identified during the DED review/approval process.)

F. STANDARDS FOR ACCEPTANCE OF DELIVERABLES

State staff will be responsible for reviewing and approving each deliverable. Unless agreed upon otherwise, the State's review time shall not be more than five (5) business days. Should revisions to the document be required by the State, the Contractor will receive written notification of changes and reflect them in the document within two (2) business days of receiving the changes. The State may, at its discretion, allow a period longer than two (2) business days in consideration of the scope of the change. The Contractor may not change a deliverable that has been accepted by the State without the approval of the State.

State acceptance shall be based upon the following:

- The deliverable will address all components required by the contract and any areas agreed upon subsequently through meetings and planning sessions. The deliverable must be consistent with the tasks and activities as identified in Section B of this Statement of Work.
- The deliverable will address and be consistent with all components included in the Contractor's response as presented to the State and approved by the State in preparation for development of the deliverable, if applicable.
- Deliverable documents will be comprehensive in level of detail and quality as defined in this SOW.
- Deliverable documents will be organized in a structured manner and be professional in presentation.
- Deliverable documents will be consistent in style and quality. This means if the document is the composite work of many people within the Contractor's organization, the document will be edited for style and consistency.

G. DELIVERABLE FORMATS

Unless explicitly stated otherwise, all deliverables must be provided in Microsoft Office 2007, Visio 2007 and/or Microsoft Project 2007 format. A signed Deliverable Transmittal cover letter must accompany each deliverable. This applies to word processing documents, spreadsheets, schedules, presentations and databases. A signed Deliverable Transmittal cover letter must accompany each deliverable.

Two (2) hardcopies and one (1) electronic copy of the deliverable are submitted with the Deliverable Transmittal Sheet. If the electronic version is e-mailed to the State, the hardcopies are still required.

H. RESPONSIBILITIES OF PARTIES

The following section describes specific responsibilities of the Contractor and the State Controller's Office.

H.1 State Responsibilities

- Provide access to business and technical documents as necessary for the Contractor to complete the deliverables/tasks.
- The State shall provide a Remedy Implementation Manager to work with the Contractor to facilitate the successful completion of Contractor's obligations.
- The 21st Century Project Manager shall review and approve invoices for payment in accordance with contract terms, and will resolve contract issues in a timely manner.
- The State shall allow designated personnel time to attend Contractor meetings and discussions to facilitate the completion of required contract deliverables/tasks.
- Provide building access, which may include issuance of a building access keycard.
- Access to copying machine and a fax machine.
- The State shall provide a work station to include a computer at no cost to the Contractor for up to three Contractor staff. Project site is located in West Sacramento, California.
- The State will not reimburse for travel to and from the project site.
- The State is not responsible for Contractor's losses on State property, or otherwise, caused by any reason.

H.2 Contractor Responsibilities

- Contractor shall designate one project representative to oversee the management and requirements of the contract. The Contractor's project representative will work directly with the State Manager.
- The Contractor shall use Microsoft Office 2007 or other tools approved by the Manager in the preparation of all project correspondence and deliverables.
- The Contractor shall store all project work papers, hardcopy and electronic copy, in the file structures established by the SCO Project Management Office.
- All Contractor staff assigned to the TFC Project must comply with all SCO security and confidentiality policies and procedures. Each staff person of the successful Contractor must sign formal compliance agreements regarding security and confidentiality.
- Contractor shall adhere to SCO policies, i.e., policy on identification badges/keycards and requirements for cardholders. This includes returning the card upon completion of contract.
- Services provided under this contract shall be performed by Contractor in a manner that will not disrupt the operational needs of the State.
- All buildings, appurtenances, and furnishings shall be protected by Contractor from damage caused by work performed under this contract. All such damage to the foregoing, upon approval by the State, shall be repaired and/or replaced at Contractor's expense by State approved methods, so as to restore the damaged areas to their original condition.
- Contractor shall ensure that individuals assigned to this contract (employees and/or subcontractors) will exercise all necessary caution to avoid any injury to persons or any damage to property.
- Contractor is responsible for the health and safety protection of its employees in the performance of this contract.
- Contractor's employees (and subcontractors) shall participate in emergency disaster exercises.
- Contractor's employees shall agree and adhere to the SCO Information Technology Security Policies, Standards, and Guidelines.

I. INVOICING

Payment for services performed under this Agreement will be made upon satisfactory completion of services rendered. For software purchase, invoices can be submitted following delivery, installation and acceptance of the software. For software maintenance, invoices shall be submitted on an annual basis after software acceptance. For Configuration and Implementation Services, invoices can be submitted following successful completion of the payment milestone designated in the Cost Tables.

If the SCO does not accept the identified deliverables in this SOW, payment of invoice will be withheld and the Contractor will be notified. The Contractor must take timely and appropriate measures to correct or remedy the reason(s) for non-acceptance and demonstrate to the SCO that the Contractor has successfully completed the scheduled work for each general task or deliverable before payment will be made.

I.1 Invoice Content

Payments will be approved by the SCO OCM Manager. Invoices submitted for payment must be submitted in triplicate and include:

- Contract number
- Invoice number
- Invoice date
- Description of service performed (tasks and deliverables)
- A certification statement signed by a company official, attesting to the accuracy of the invoice data.

All invoices must be separated into line items for specific deliverables within their parent task. Final content/layout for invoices will be determined after the contract award. Invoices shall not include charges for vacation, sick leave, holidays, military leave, jury duty, Contractor's staff meetings or administrative work.

All invoices must be submitted directly to:

State Controller's Office
21st Century Project
710 RiverPoint Court, Suite 150
West Sacramento, CA 95605

I.2 Fiscal Language

1. It is mutually understood between the parties that this contract which may have been written before ascertaining the availability of the legislative appropriation of funds for the period covered. It is written for the mutual benefit of both parties to avoid program and fiscal delays.
2. This contract, so far as it relates to the SCO is valid and enforceable only if sufficient funds are made available to the ordering agencies by the California State Legislature. If funding for any fiscal year is reduced or delayed by the Budget Act for purposes of the program for which contracted, the ordering agency shall have the option to either cancel the contract/order with no liability occurring to the State and/or ordering agency, or offer an agreement amendment to Contractor to reflect the reduced amount.

J. CONTRACT PERFORMANCE

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

1. The SCO will notify the Contractor in writing within five (5) business days after completion of each phase of service of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
2. The Contractor will, within five (5) business days after initial problem notification, respond to the SCO by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products.
3. The SCO will, within five (5) business days after receipt of the Contractor detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the SCO rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) business days of notification of rejection.
4. The SCO will, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor.

K. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the SCO's attention. Problems or issues shall normally be reported in regular status reports. However, there may be instances where the severity of the problems justifies escalated reporting. To this extent, the Contractor Project Manager will determine the level of severity, and notify the appropriate SCO personnel. The SCO personnel notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The SCO personnel include, but are not limited, to the following:

- First level, the State Project Manager
- Second level, the State Project Director

L. COST TABLES

[The State will update the cost tables based on the Contractor's proposal prior to contract execution]

17 -1 Cost Workbook Summary

COST CATEGORY	SUMMARY COST
One-Time Costs	
17-2 - Software Purchase	\$ -
17-3 - Configuration and Implementation Services	\$ -
17-4 - Labor Costs for Post Implementation Support	\$ -
<i>One-Time Costs Subtotal</i>	\$ -
On-Going Costs	
17-5 - Software Ongoing Support Maintenance Costs	\$ -
<i>On-Going Costs Subtotal</i>	\$ -
Other Costs	
17-6 - Labor Costs for Unanticipated Tasks	\$ -
<i>Other Costs Subtotal</i>	\$ -
Grand Total	\$ -

17-2 - Software Purchase

Product #	Product Name	Number / Type of License	Purchase Price	Tax	Delivery	Installation Charge	Total Unit Cost	Quantity Needed	Total Item Cost (Unit Cost x Quantity)
LPU93.0.0.00	BMC Remedy IT Service Management Suite	Enterprise					\$ -	1	\$ -
LAV23.0.0.00	BMC Remedy Suite – User Add-On License	25 Named Users					\$ -	1	\$ -
LAW39.0.0.00	BMC Remedy Suite – Floating User Add-On License	30 Floating (Concurrent) Users					\$ -	1	\$ -
PR-ARSOL	ARSLINK for SolutionManager (Production)	Production Platform							
DV-ARSOL	ARSLINK for SolutionManager(Test/Dev)	Test/Development Platform					\$ -	1	\$ -
LAV23.0.0.00*	BMC Remedy Suite – User Add-On License	Additional 5 Named Users					\$ -	5	\$ -
LAW39.0.0.00*	BMC Remedy Suite – Floating User Add-On License	Additional 5 Floating (Concurrent) Users					\$ -	5	\$ -
								Total	\$ -

17-3 - Configuration and Implementation Services

Milestone	Percentage of Overall Services Cost	Milestone Cost
Completion of Plan and Prepare / Analyze Activities	20%	
Completion of Design/Build Activity	50%	
Completion of Validate Activity	30%	
Total		

17-4 - Labor Costs for Post Implementation Support

Item Description	Hourly Rate	Estimated Staff Hours (For Evaluation Purposes Only)	Total Evaluation Cost
Labor Rate: Project Manager		100	
Labor Rate: Technical Architect		200	

**17-5 Software
Maintenance**

Number / Type of License	Quantity Needed	Base Year 1 Cost	Base Year 2 Cost	Base Year 3 Cost	Optional Year 1 Cost	Optional Year 2 Cost	Optional Year 3 Cost	Total Cost (Base Years + Optional Years)
Enterprise	1							\$ -
25 Named Users	1							\$ -
30 Floating (Concurrent) Users	1							\$ -
Production Platform	1							\$ -
Test/Development Platform	1							\$ -
Additional 5 Named Users	5							\$ -
Additional 5 Floating (Concurrent) Users	5							\$ -
							Total	\$ -

17-6 - Labor Costs for Unanticipated Tasks

Item Descripton	Hourly Rate	Estimated Staff Hours (For Evaluation Purposes Only)	Total Evaluation Cost
Labor Rate: Project Manager		75	
Labor Rate: Technical Architect		75	
Labor Rate: Configuration Expert		150	
		Total	\$ -

Question and Answers for Bid #IFB TFC22191000 - Remedy Service Desk Software & Implementation 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.