

Solicitation 11-88306
Technical Architecture Support Services

State of California

Bid 11-88306

Technical Architecture Support Services

Bid Number **11-88306**
Bid Title **Technical Architecture Support Services**

Bid Start Date **Feb 3, 2012 3:23:41 PM PST**
Bid End Date **Feb 24, 2012 1:00:00 PM PST**
Question & Answer End Date **Feb 3, 2012 5:00:00 PM PST**

Bid Contact **Stacey Duvane**
916-375-4557
stacey.duvane@dgs.ca.gov

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

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

Description

The Department of General Services, on behalf of the Department of Health Care Services, is soliciting bids from qualified firms to provide Technical Architecture Support Services during the Design, Development, and Implementation of the California Medicaid Management Information System Project.

Interested Bidders are advised to reference the IFB for additional information regarding the Bidder's Library.

Questions regarding this IFB are to be sent directly to the Procurement Official listed in the IFB.

IMPORTANT NOTICE TO ALL BIDDERS

Department of Health Care Services Technical Architecture Support Services

IFB# 11-88306

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

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

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

Any bidder wishing to protest the proposed award of this solicitation must submit a written Notice of Intent to Protest (facsimile acceptable) to the 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**

**Department of Health Care Services
Technical Architecture Support Services**

**IFB# 11-88306
February 3, 2012**

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

**In conjunction with:
STATE OF CALIFORNIA
Department of Health Care Services
830 Stillwater Road, MS 4727
West Sacramento, CA 95605**

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Section I

SECTION I INTRODUCTION AND OVERVIEW OF REQUIREMENTS**I.A PURPOSE OF THIS INVITATION FOR BID**

The California Department of General Services (DGS), in conjunction with the California Department of Health Care Services (DHCS), is soliciting bids from qualified firms able to provide Technical Architecture Support Services in support of State staff during the Design, Development and Implementation (DDI) of the California Medicaid Management Information System (CA-MMIS) Project. The DDI is being performed by a contractor, ACS State Healthcare, LLC, the Fiscal Intermediary (FI). The selected firm will work under the direction of State staff in managing the project and monitoring the performance of the FI. Bids must address all of the services described in Exhibit C: Statement of Work.

The State intends to make a single contract award to the most responsive and responsible firm earning the highest score as described in this Invitation for Bid (IFB).

I.B SCOPE OF THE IFB AND BIDDER ADMONISHMENT

This IFB is being conducted under the policies and procedures developed by DGS as provided under Public Contract Code (PCC) section 12100 et seq. This IFB contains the instructions governing the requirements for a firm fixed price to be submitted by interested bidders. This IFB also addresses the requirements bidders must meet to be eligible for consideration.

All vendors who provide Independent Verification and Validation services to any part of the CA-MMIS project or contract with the CA-MMIS Fiscal Intermediary are precluded from responding to this IFB.

The format in which bid information is to be submitted and the material to be included therein follows.

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

CAREFULLY READ THE ENTIRE IFB;

IF CLARIFICATION IS NECESSARY, ASK APPROPRIATE QUESTIONS IN A TIMELY MANNER;

SUBMIT ALL REQUIRED RESPONSES BY THE REQUIRED DATES AND TIMES;

MAKE SURE ALL IFB PROCEDURES AND REQUIREMENTS ARE ACCURATELY FOLLOWED AND APPROPRIATELY ADDRESSED; AND

CAREFULLY REREAD THE ENTIRE IFB BEFORE SUBMITTING THE BID.

I.C AVAILABILITY

The selected contractor must meet the requirements of this IFB and be available to start work on the Contract Award and Execution date specified in Section I.F.

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I.D PERIOD OF PERFORMANCE

The period of performance for this contract is sixty-four (64) months.

I.E PROCUREMENT OFFICIAL

The Procurement Official is the single point of contact for this procurement. Please submit all correspondence, excluding Alternative Protest documents, to:

Stacey Duvane
 Department of General Services
 Procurement Division – Technology Acquisitions Branch
 707 3rd Street, 2nd Floor, MS-2-209
 West Sacramento, CA 95605
 Phone: (916) 375-4557
 Email: Stacey.Duvane@dgs.ca.gov

I.F KEY ACTION DATES

Listed below is a series of key actions related to this IFB, along with the corresponding dates and times by which each key action must be taken or completed. If the State finds it necessary to change any of these dates, such changes will be accomplished through an addendum to this IFB. **ALL DATES SUBSEQUENT TO THE FINAL BID SUBMISSION DEADLINE ARE APPROXIMATE AND MAY BE ADJUSTED AS CONDITIONS WARRANT, WITHOUT ADDENDUM TO THIS IFB.**

Table 1. Key Action Dates

ACTION	DATE/TIME
Release of IFB	2/3/12
Last day to submit (1) questions for clarification of IFB, (2) Letter of Intent to Bid and (3) requests for change in IFB requirements	2/9/12
State responds to questions and requests for change in IFB requirements	2/14/12
Last day to protest IFB requirements*	2/17/12
Submission of Final Bids (1:00 p.m. PST)	2/24/12
Public Cost Envelope Opening (9:00 a.m. PST)	3/7/12
Notification of Intent to Award	3/12/12
Last Day to Protest Selection**	3/14/12
Contract Award and Execution	4/15/12

* 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

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Section I

I.G INTENTION TO SUBMIT A BID

Bidders interested in responding to this IFB are encouraged to submit a Letter of Intent to Bid indicating their interest, in accordance with Section II, Paragraph B.6., Supplier's Intention to Submit a Bid, to receive additional information. Only those bidders acknowledging interest in this IFB by submitting a notification of intention to submit a bid will continue to receive IFB-related correspondence throughout the procurement process. The bidder's notification letter should identify the contact person for the solicitation process, along with contact information that includes an email address, a telephone number and a fax number (see sample letter at the end of this Section I). The State will correspond with only one (1) contact person per bidder. **All bidders must be registered with the DGS' eProcurement web portal at <http://www.eprocure.dgs.ca.gov/>, which shall be the sole repository for the IFB and all addenda.** It shall be the bidder's responsibility to immediately notify the Procurement Official identified in Section I, in writing, regarding any revision to the contact information. The State shall not be responsible for bid correspondence not received by the bidder if the bidder fails to notify the State, in writing, of any changes pertaining to the designated contact person.

I.H CONFIDENTIALITY

If a contractor providing electronic data processing (EDP) services to the State is required to come into contact with confidential State information in the course of its work, that contractor must exercise security precautions for such data that is made available, including signing a confidentiality statement. A copy of this confidentiality statement is provided in Attachment 14. Bidders must complete and submit this attachment with their Final Bids. If awarded the contract, the Contractor (and all Contractor staff, including subcontractors) will be required to sign Attachment 14 prior to commencing work.

I.I BIDDER'S LIBRARY

The Bidder's Library for this IFB is accessible at:

http://www.dhcs.ca.gov/provgovpart/rfa_rfp/Pages/OMCPdhcsIFB1188306.aspx.

The Bidder's Library will allow bidders access to key documents and information that may be useful for developing the bidder's bid. In addition, a compact disk (CD) containing the procurement library contents, plus the CA-MMIS Fiscal Intermediary Technical Proposal, may be obtained by providing a prepaid return envelope to the Procurement Official identified in Section I.E.

I.J AMERICANS WITH DISABILITIES ACT (ADA)

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

Persons with disabilities who need a reasonable modification to participate in the procurement process, or persons who have questions regarding reasonable modifications of the procurement process, may contact the Department Official identified in Section I. These individuals also may contact the State at the numbers listed below.

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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 I

LETTER OF INTENT TO BID

Department of General Services
Procurement Division
Attention: Stacey Duvane
707 Third Street, 2nd Floor (North), MS 2-209
West Sacramento, CA 95605

Reference: IFB# 11-88306, Design, Development and Implementation Technical Architecture Support Consultant.

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: _____

- _____ Intends to submit a bid and has no problem with the IFB requirements.
- _____ Intends to submit a bid, but has one or more problems with the IFB. (Please refer to IFB Section II.B.4 and II.E.1.a for appropriate steps to have your concerns addressed by the State.)
- _____ 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. (Please note that the State will not provide a response.)

(Printed Name and Title)

(Signature)

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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 Procurement 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 Procurement 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.

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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# 11-88306," to the Procurement 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 bid and which, if disclosed to other bidders, would expose that bidder's bid, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date specified in Section 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 bid, the question will be answered and both the question and answer will be kept in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the bidder will be so notified.

If the bidder believes that one or more of the IFB requirements is onerous, unfair, or imposes unnecessary constraints to the bidder in proposing less costly or alternate solutions, the bidder may request a change to the IFB by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change. Such request must be submitted to the Procurement Official by the date specified in Section 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

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

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 Procurement 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.
- 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 SUBMIT A 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.

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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 suppliers 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 (NOT APPLICABLE)

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.

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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.

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II.B.15 Seller's Permit (NOT 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. 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 non-responsive and the bid rejected.

II.B.16 Disclosure of Financial Interests

Bids in response to State procurements for assistance in preparation of feasibility studies or the development of recommendations for the acquisition of IT products and services must disclose any financial interests (i.e., service contract, Original Equipment Manufacturer (OEM) agreements, remarketing agreements, etc.) that may foreseeably allow the individual or organization submitting the bid 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 bid.

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 Bid, Detailed Technical Bid 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.**

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II.C.2 Compliance Phase (NOT APPLICABLE)

The Compliance Phase is an iterative, conversational mode of bid 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 Bid and/or a Detailed Technical Bid by the bidder, Confidential Discussions of the bidder's bid(s) and written Discussion Memorandum as to the correction of defects and the State's acceptance of such changes.

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

The Conceptual Bid may be included for the purpose of allowing each bidder to provide a general concept of a bid 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 Bid (NOT APPLICABLE)

The Detailed Technical Bid may be included for the purpose of allowing each bidder to provide a detailed technical description of its bid to determine at an early stage whether the bid 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 Bids and Discussion Agenda (NOT APPLICABLE)

Upon receipt of the Conceptual and Detailed Technical Bids, the evaluation team will review each bid in accordance with the evaluation methodology outlined in the IFB section on EVALUATION for the purpose of identifying areas in which the bid is non-responsive 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 Bid or Detailed Technical Bid (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 bid

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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 bids 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 bid, 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 bid, 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 Bid (NOT APPLICABLE)

If, after full discussion with a bidder, the State is of the opinion that the bidder's bid (Conceptual Bid or Detailed Technical Bid, 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 bid in a reasonable time, the bidder will be given written notice that the bid has been rejected and that a Final Bid submitted along such lines would be non-responsive.

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II.C.2.g Submission of Amended Bid (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 bid (Conceptual Bid or Detailed Technical Bid, 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 bid, 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 BID 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 BID. 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.

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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 BID 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 Bids

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

II.C.5.a Preparation

Bids are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this 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 Bids is preliminary, and the review of Draft Bids is cursory. Therefore, bidders are cautioned to not rely on the State, during

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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 bids are the responsibility entirely of the bidder and shall not be chargeable to the State.

II.C.5.c Completion of Bids

Bids must be complete in all respects as required by the IFB section on BID 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 BID AND BID FORMAT, setting forth a unit price and total price for each unit price item, and a total price for each lump sum price item in the schedule, all in clearly legible figures. If required in the IFB section BID 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 213IT (Attachment17) 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 213IT, or Bid Form, similarly prepared, including the title of the person who will sign, but need not contain the signature. The Conceptual Bid and Detailed Technical Bid need not contain the cover letter and Form 213IT, or Bid Form.

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II.C.5.f Delivery of Bids

Mail or deliver bids to the Procurement 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.

Bids must be received in the number of copies stated in the IFB section on BID 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 bids must be under sealed cover which is to be plainly marked "CONCEPTUAL BID," "DETAILED TECHNICAL BID," "DRAFT BID," or "FINAL BID" for "IFB# 11-88306". 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. Bids 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 BID AND BID FORMAT, all cost data (as identified in the above referenced section) must be submitted under separate, sealed cover and clearly marked "VOLUME II: COST BID."** **If cost data is required to be submitted separately sealed, and is not submitted in this manner, the bid will be rejected.** Bids submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the bid, the 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 Bids

A bidder may withdraw its Conceptual Bid, Detailed Technical Bid 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 II.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

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

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price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the total price by the quantity of the item.

- (4) The State may at its sole option correct errors of omission, and in the following four situations, the State will take the indicated actions if the bidder's intent is not clearly established by the complete bid submittal.
- (a) If an item is described in the narrative and omitted from the contract and cost data provided in the bid for evaluation purposes, it will be interpreted to mean that the item will be provided by the bidder at no cost.
 - (b) If a minor item is not mentioned at all in the Final Bid and is essential to satisfactory performance, the bid will be interpreted to mean that the item will be provided at no cost.
 - (c) If a major item is not mentioned at all in the Final Bid, the bid will be interpreted to mean that the bidder does not intend to supply that item.
 - (d) If a major item is omitted, and the omission is not discovered until after contract award, the bidder shall be required to supply that item at no cost.

The determination of whether an item is minor or major is the responsibility of the State.

- (5) If a bidder does not follow the instructions for computing costs not related to the contract (e.g., State personnel costs), the State may reject the bid, or at its sole option, recompute such costs based on instructions contained in the IFB.

If the recomputations or interpretations, as applied in accordance with this section, 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 Services) 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

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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 Attachment 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

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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 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).

<http://www.dgs.ca.gov/oah/GeneralJurisdiction/BidProtestRegs.aspx>

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.

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A written Notice of Intent to Protest the proposed award of this solicitation must be received (facsimile acceptable) by the Coordinator before the close of business 5 p.m. PST/PDT on the 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
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. 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:

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

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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 bid 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 bid is not intended to be of a contractual nature."
6. A bid contained the notation "prices are subject to change without notice."
7. A bid was received for the purchase of IT equipment with unacceptable modifications to the Purchase Contract.
8. A bid for lease of IT equipment contained lease plans of a duration longer than that which had been requested in the IFB with no provision for earlier termination of the contract.
9. A bid for lease of IT equipment stated, "...this bid is preliminary only and the order, when issued, shall constitute the only legally binding commitment of the parties."
10. A bid was delivered to the wrong office.
11. A bid was delivered after the date and time specified in the IFB.
12. An IFB required the delivery of a performance bond covering 25 percent of the proposed contract amount. The bid offered a performance bond to cover "x" dollars which was less than the required 25 percent of the proposed contract amount.
13. A bid did not meet contract goal for DVBE participation and did not follow the steps required by the State to obtain an approved Business Utilization Plan (BUP).

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.

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(h) Major Information Technology Acquisition means the purchase of goods or services, or both, by a state agency, through contract, from non-governmental sources, that has significant mission criticality, risk, impact, complexity, or value attributes or characteristics. Pursuant to subdivision (e) of Section 11702 of the Government Code, these purchases shall include, but not be limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications that include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interactions between people and machines.

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

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

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

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

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

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

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

NOTE

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

HISTORY

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

§1404. Notice of Intent to Award Contract.

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

NOTE

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

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HISTORY

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

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Article 2. Protest Procedure

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

(a) An unsuccessful bidder who intends to protest the awarded contract pursuant to this chapter must inform the Coordinator. The Notice of Intent to Protest must be in writing and must reach the Coordinator within the number of days specified in the Solicitation, which shall be not less than 1 working day and not more than 5 working days after the posting of the Notice of Intent to Award Contract, as specified in the Solicitation. Failure to give written notice by Close of Business on that day shall waive the right to protest.

(b) On the day after the final day to submit a Notice of Intent to Protest, the Coordinator shall make a service list consisting of those bidders who did submit a Notice of Intent to Protest, the Awardee, and the Contracting Department. The Coordinator shall include addresses and facsimile numbers on this list and shall forward this service list to those bidders who submitted a Notice of Intent to Protest.

NOTE

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

HISTORY

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

§1408. Filing a Protest.

(a) A protest is filed by the submission of: the Detailed Written Statement of Protest and any exhibits specified in section 1412; a check or money order made payable to the Office of Administrative Hearings for the OAH filing fee of \$50; and the arbitration deposit as specified in subsection (c) or (d) to the Coordinator by the Close of Business on the 7th working day after the time specified in the Solicitation for written Notice of Intent to Protest under section 1406. A copy of the Detailed Written Statement of Protest and exhibits must also be served on all Parties named in the service list as specified in section 1406. A Protestant who fails to comply with this subsection waives Protestant's right to protest.

(b) Protestant(s) must provide a FAX (facsimile) number. Notification by facsimile is sufficient for service. If the Detailed Written Statement of Protest is sent to the Coordinator by facsimile, Protestant must:

(1) Verify that the pages sent were all received by the Coordinator; and

(2) Remit the required deposit and filing fee to Coordinator by any reasonable means. If sending via carrier, the postmark date or equivalent shall be used to determine timeliness.

(c) Each Protestant not certified as a Small Business shall make a deposit of the estimated arbitration costs, by check or money order made payable to the Office of Administrative Hearings, as determined by the Estimated Contract Value.

(1) For contracts up to \$100,000.00, the deposit shall be \$1,500.00.

(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.

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(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.

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.

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(3) For all protests, Protestant must specify each and every reason that all other bidders who may be in line for the contract award should not be awarded the contract.

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

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

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

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

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

NOTE

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

HISTORY

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

§1414. Review by Coordinator.

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

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

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

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

NOTE

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

HISTORY

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

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§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).

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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;

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

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

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

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

(1) Conduct a prehearing conference; and/or

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

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

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

NOTE

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

HISTORY

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

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

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

NOTE

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

HISTORY

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

§1428. Prehearing Conference.

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

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

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

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

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(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.

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HISTORY

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

§1436. Arbitrator's Decision.

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

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

NOTE

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

HISTORY

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

§1437. Costs.

(a) For protests not determined Frivolous by Procurement:

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

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

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

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

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

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

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

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

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

NOTE

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

HISTORY

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

§1438. Judicial Review.

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

NOTE

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

HISTORY

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

§1440. Transcripts.

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

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

NOTE

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

HISTORY

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

SECTION III CURRENT SYSTEM OR PROBLEM

III.A PROJECT BACKGROUND

DHCS is designated as the single state agency in California to administer the approved mandatory Medicaid program (Medi-Cal). The California Medicaid Management Information System (CA-MMIS) processes payments to providers of medical care to the 7.2 million Medi-Cal beneficiaries. Under the CA-MMIS contract, the Fiscal Intermediary (FI) adjudicates both Medi-Cal and non-Medi-Cal claims for the State and delivers other FI services to program providers, beneficiaries, and federal and state users of the system. The CA-MMIS contract is one of the largest and most complex contracts in State government.

In 2010, DHCS awarded a contract to ACS State Healthcare, LLC (ACS) to provide FI services and to replace the existing thirty (30) year-old legacy system. Historically, the FI contract has included the takeover, operation, enhancement and turnover of the CA-MMIS and all related claims processing services. The current contract requires ACS to take over and operate the existing CA-MMIS and to plan, design, test and implement a replacement MMIS for the State. The takeover phase was completed in the fall of 2011, when the State entered a "maintenance and operations" mode. ACS is now responsible for maintaining and operating the Legacy System and implementing any selected Legacy Enhancements and Optional Contractual Services (OCS).

DHCS plans a phased implementation of the replacement CA-MMIS. With the successful Assumption of Operations of the Legacy System by ACS in the fall of 2011, a one year Planning Phase for the Replacement System began. This phase is currently in progress and will be followed by the DDI of the Replacement System. The Replacement System will include new MMIS technology and functionality that will enhance the State's ability to manage the Medi-Cal program and comply with new federal mandates.

SECTION IV PROPOSED SERVICES

IV.A OVERVIEW

The objective of this IFB is to obtain a qualified and experienced Contractor that will provide technical architecture support services within the scope of responsibilities described in the IFB and the Statement of Work. Bidders are encouraged to review the Bidder's Library materials referenced in Section I.I of the IFB to further familiarize themselves with the scope of the CA-MMIS.

IV.B CONTEXT OF TECHNICAL ARCHITECTURE SUPPORT SERVICES: GENERAL REQUIREMENTS

The Technical Architecture Support Consultant shall assist in the management of the CA-MMIS DDI. The Technical Architecture Support Consultant shall function as an integral component of the CA-MMIS project, supporting the DHCS in executing its responsibilities for managing the CA-MMIS DDI. The Technical Architecture Support Consultant shall perform under the general direction of the CA-MMIS System Replacement Branch Chief. The System Replacement Branch is responsible for, among other functions, the design, development and implementation of the CA-MMIS Replacement System. In addition, the Technical Architecture Support Consultant shall work in close collaboration with CA-MMIS Project Management Consultant.

The Technical Architecture Support Consultant shall provide a team that meets the requirements of the IFB in the technical areas listed in Attachment C – Statement of Work. The Lead Consultant will serve as the principal point of contact for the Technical Architecture Support Consultant on matters relating to the performance of CA-MMIS DDI technical architecture support services and provide direction to the other members of the Technical Architecture Support Consultant team.

The Technical Architecture Support Consultant shall organize and deploy its staff strategically throughout the System Development Life Cycle (SDLC) to provide ongoing FI DDI technical architecture support services and to respond to needs appropriate to the then current phase of the DDI process.

IV.C TECHNICAL ARCHITECTURE SUPPORT CONSULTANT SCOPE OF RESPONSIBILITIES

The CA-MMIS Project is a very large, extremely complex undertaking that consists of nine major components. Table 1 below identifies the CA-MMIS activities that fall within the scope of responsibilities of the Technical Architecture Support Consultant.

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Table 2.Scope of Responsibilities

CA-MMIS MAJOR PROJECT COMPONENTS	IN CONSULTANT SCOPE?
Legacy System Takeover	No
Legacy System Operation	No
Legacy System Expansion Items	No
Legacy Operations – System Enhancements	Partial – to include Business Rules Extraction and enhancements that are designed to include components that will be reused in the Replacement System
Planning and DDI for Replacement System	Yes
Transition from Legacy to Replacement	Yes
Replacement System Operations	Partial – Consultant scope to include operational readiness
Optional Contractual Services	Yes
Turnover	No

Notwithstanding the description of the Technical Architecture Support Consultant scope of responsibilities outlined above, and any future evolution or adaptation of the FI's scope of work, the Technical Architecture Support Consultant's responsibilities shall encompass the technical components of all planning and DDI for the Replacement System, as well as any other technical activities on the CA-MMIS and related systems, that may materially impact the processes and outcomes of the DDI.

IV.D TECHNICAL ARCHITECTURE SUPPORT CONSULTANT SCOPE OF ACTIVITIES

The Technical Architecture Support Consultant's scope of activities shall consist of two major phases:

- a. Team integration and preliminary staff loading plan
- b. Ongoing FI DDI performance monitoring and technical architecture support services.

IV.D.1 Team Integration and Preliminary Staff Loading Plan

Immediately upon the contract effective date, the Technical Architecture Support Consultant shall undertake activities designed to establish its Lead Consultant in his/her appropriate role on the CA-MMIS project as a fully integrated member of the DHCS project team on the DDI effort.

IV.D.2 Technical Architecture Support Consultant Goals for DDI

The Technical Architecture Support Consultant shall organize and deploy its staff strategically throughout the SDLC to perform ongoing DDI vendor (ACS) performance monitoring functions, to provide findings, conclusions and recommendations, and to respond to unanticipated needs as they

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arise. In the case of both ongoing vendor performance monitoring and responding to unanticipated needs, the principal goals of the Technical Architecture Support Consultant are to:

- a. Actively contribute to the successful progress and final outcome of the DDI phase of the CA-MMIS Project.
- b. Provide timely review of all aspects of FI plans and performance relating to the technical components of the CA-MMIS.
- c. Identify emerging technical risks and issues as early as possible.
- d. Actively contribute to the resolution of technical issues and mitigation of technical risks by developing and assisting with the implementation of practical, cost-effective solutions.

Vendor performance monitoring shall encompass all technical components of the Scope of Responsibilities specified above. Within the scope, the technical components to be monitored must include, but not necessarily be limited to, risk, issue, scope, schedule, quality, resources, communications, change and cost management, as appropriate for the specific technical component.

IV.D.3 Technical Architecture Support Activities for Ongoing DDI Performance Monitoring and Project Management Support

Technical Architecture Support Consultant tasks and activities, and corresponding deliverables, are described in detail in IFB Exhibit C: Statement of Work.

SECTION V ADMINISTRATIVE REQUIREMENTS

V.A INTRODUCTION

In addition to meeting all other requirements of this IFB, bidders must also adhere to all of the mandatory administrative requirements in Section V to be responsive. The bidder's response to all mandatory requirements in Section V will be evaluated in accordance with the methodology specified in Section IX, Evaluation.

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 five State business days to submit the information requested.

V.B.1 Cover Letter

The bid must contain a signed cover letter, as specified in 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 bid. **The Cover letter must not include any cost information.**

The cover letter must also include a statement that the bidder agrees to comply with all of the requirements and terms and conditions of IFB# 11-88306. It must also include an acknowledgement 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

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

Prior to contract execution, the awarded Contractor will be required to furnish to the State a certificate of insurance as specified in Exhibit C: Statement of Work that is acceptable to the State.

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V.B.4 Letter of Bondability/Performance Bond

Notwithstanding Section II.B.9, 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

Prior to contract award, the bidder must complete and submit the Payee Data Record, STD. 204. This does not need to be included with the bid response.

V.C DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS

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

This code is specified by the Department of General Services and is available at the California Office of Administrative Law website (<http://ccr.oal.ca.gov/linkedslice/default.asp?SP=CCR-1000&Action=Welcome>). To reach the specific code section, select List of CCR Titles, Title 2. Administration, Division 2.Financial Operations, Chapter 3.Department of General Services, Subchapter 10.5.Disabled Veteran Business Enterprise Participation Goal Program for State Contracts.

Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a "good faith effort" (GFE).

The minimum DVBE participation percentage (goal) is **three (3) percent** for this solicitation (three (3) percent of the total contract dollar value as bid for each contract)). A DVBE incentive will be given to bidders who provide DVBE participation.

The State has established goals for DVBE participation in State contracts. To be considered responsive, bidders must complete and return the Bidder Declaration, GSPD-05-105 (<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>) and the DVBE Declarations, STD 843 (<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>), as applicable. Failure to complete and submit all required forms with the bid that fully document and meet the DVBE program requirement may cause the bid to be rejected.

Information submitted by the bidder to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of PCC Section 10115, et seq., and MVC section 999 et seq., and follow the investigatory procedures required by 2 CCR Section 1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

While completing the Bidder Declaration, bidders must identify **all** subcontractors proposed for participation in the contract, regardless of the subcontractors' DVBE status. Bidders awarded a contract

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are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution.

Bidders, and/or the bidder's proposed subcontractors, who have been certified by California as a DVBE must also submit a completed form(s) STD 843. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The completed form should be included with the bid response.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. If requested by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

In accordance with MVC Section 999.5(a), 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 bids. 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.C for details on application of the incentive during bid evaluation.

V.D BIDDER DECLARATION FORM

All bidders must complete the Bidder Declaration GSPD-05-105 (Attachment 4), and include it with the bid. 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 DHCS agrees to a substitution and it is incorporated by amendment to the Agreement. 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 any bidder who is certified by the State as a California small business, or any bidder who qualifies 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 MVC section 999.50 et seq. 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 5.

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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 Bid. Refer to Attachment 6 for the website link to obtain the appropriate form.

V.G ENTERPRISE ZONE ACT (EZA)

Government Code Section 7080, et seq., provides that California based companies may be granted preferences when submitting a bid 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 Bid. 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 Attachment 7 for the website link to obtain the appropriate form. 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)

California Government Code Section 7118, et seq. provides that California-based companies may be granted preferences when submitting a bid on state contracts in excess of \$100,000 if they qualify and apply for the LAMBRA preference. Bidders desiring to claim this preference must submit a fully executed copy of the form STD.832, with their final bid. Refer to Attachment 8 for the website link to obtain the appropriate form.

V.I BIDDER'S SUMMARY OF CONTRACT ACTIVITIES AND LABOR HOURS

If the bidder requests EZA, TACPA and/or LAMBRA contract preferences; the Bidder's Summary form must be completed and signed by the bidder for each requested preference. The purpose of this form is to give the evaluators a tool to assess the total bidder employee labor hours required to complete the contract either inside or outside the preference areas. See Attachments 6 through 8 for the website link to obtain the appropriate form.

V.J IRAN CONTRACTING ACT OF 2010

Pursuant to the Iran Contracting Act of 2010 (Public Contract Code sections 2200 through 2208), bidders are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the State for goods or services of one million dollars (\$1,000,000) or more if the bidder engages in investment activities in Iran, as defined in the Iran Contracting Act. Bidders must complete and submit with the bid Attachment 15 certifying that it is not on the Department of General Services list of vendors prohibited from doing business with the State of California.

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V.K SUBCONTRACTORS

The award, if made, will be to a single Contractor. The selected primary Contractor will be responsible for successful performance of all subcontractors and support services offered in its bid. Furthermore, the DHCS will consider the primary Contractor to be the sole point of contact regarding contractual matters for the term of the contract. The Contractor shall not assign financial documents to a third party without prior written approval by DGS.

Using subcontractors to provide products and services required by the IFB enables bidders to expand their ability to meet the needs of the State. However, use of subcontractors does not relieve the bidder from any responsibility to the State under the Agreement or this IFB.

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

The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Prime Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

When the Primary Contractor proposes Instructor resources and the proposed resources do not have a direct contractual relationship with the Primary Contractor, the Primary Contractor shall disclose all subcontract relationships between the proposed resource and the Primary Contractor.

V.K.1 Notice to Subcontractors

Upon award to a Contractor, notice shall be given by the State to the subcontractors listed on Bidder's Declaration GSPD-05-105, of their participation in the Agreement. Notification to the subcontractors by the primary Contractor is encouraged immediately after award of the Agreement.

V.K.2 Commercially Useful Function (CUF)

Suppliers, whether the bidder or a subcontractor, who have a California certification for one (1) or more of the socio-economic programs (e.g., Small Business or DVBE), must perform a CUF in the resulting Agreement. CUF is defined in MVC section 999(b)(5)(B) for DVBEs, and in Government Code Section 14837(d)(4)(A) for Small Business. Bidders claiming such preference must describe CUF compliance on the Bidder Declaration, GSPD-05-105, Commercially Useful Function column. Bidders may attach additional page(s) to the Bidder Declaration form if necessary.

V.L SECRETARY OF STATE STATUS

All corporations, Limited Liability Companies (LLCs) 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 Bid as Attachment 9. 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

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

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

V.M CONFLICT OF INTEREST

Any firm that intends to submit a response to this IFB is required to submit a completed copy of Attachment 16 certifying:

- a. Whether the proposing firm is currently involved with or connected to any Contractor or subcontractor (including consultant) that is contracted with any Medi-Cal Managed care health plan, provider, or billing agent for Medi-Cal services; and,
- b. That the proposing firm is not currently involved with or connected to the current Fiscal Intermediary for Medi-Cal services, or any of its subcontractors; and
- c. That the proposing firm understand that the conflict of interest requirements shall remain in effect for the entire term of the resulting agreement.

If a conflict of interest is determined to exist that cannot be resolved to the satisfaction of DHCS, before the award of the contract, the conflict will be grounds for deeming a bid non-responsive.

Bidders must assess their own situation according to the Conflict of Interest Compliance Certification information in Attachment 16. Complete, sign, and attach any required documentation according to the instructions on the attachment.

SECTION VI TECHNICAL REQUIREMENTS

VI.A INTRODUCTION

This section contains the detailed, technical requirements pertaining to the required services, as described in Section IV of this IFB and the Statement of Work. The technical requirements make up 50% of the total points available for this IFB.

In addition to meeting the Administrative Requirements of this IFB, bidders must meet and adhere to all of the Technical Requirements included in this section of the IFB. All requirements listed with an **(MS)** are **Mandatory Scorable**, and will be scored. Failure to meet the minimum qualifications for any requirement may result in a bid being deemed non-responsive and, therefore, disqualified. Bids will be scored in accordance with the evaluation methodology prescribed in Section IX, Evaluation.

VI. B. CORPORATE QUALIFICATIONS AND RESOURCES

This subsection addresses the requirements regarding the firm or other entity submitting the bid.

VI.B.1 Projects in Progress or Completed within the Last Three Years

Bidders must complete Attachment 10: Corporate Experience Summary Form. Bidders must provide detailed information for four projects completed in the last three years or currently in progress. All four may be currently in progress. The projects shall be selected by the bidder on the basis of the bidder's own assessment of their relevance to the CA-MMIS scope of work. Bidders may expand the description section of the form to accommodate the necessary text.

The bidder's projects must meet both of the required experience criteria shown below in Table 3, Projects Completed or In Progress.

Table 3. Projects Completed or In Progress

Criteria	Required Experience
A	Performed at least 24 months of technical architecture support functions (see Exhibit C, Statement of Work, Section VI.D) on government agency information technology DDI projects.
B	Criteria A experience includes at least 12 months during which more than one member of the bidder's staff were assigned to one or more individual projects.

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VI.C STAFF QUALIFICATIONS

This subsection addresses the requirements regarding the skills and experience of the proposed Technical Architecture Support team members. Bidders must meet the mandatory minimum qualification (MQ) experience requirements. Points will be awarded to bidders that meet the criteria set forth in the desirables. The bidder's team must meet the minimum qualification requirements shown below in Table 4, Staff Experience and Credentials Requirements.

Table 4. Staff Experience and Credentials Requirements

CLASSIFICATION	EXPERIENCE
Lead Consultant	Mandatory: Five years of experience in providing technical architecture support functions encompassing at least three of the skill areas described in Exhibit C, Statement of Work, Section VI.D, on government agency information technology DDI projects with individual project one-time costs over \$20 million. Desirable 1: 10points for each additional skill area, up to five additional areas, (beyond the mandatory three areas) of providing technical architecture support functions encompassing one or more of the skill areas described in Exhibit C, Statement of Work, Section VI.D, on government agency information technology DDI projects with individual project one-time costs over \$20 million. Desirable 2: 10points for each full year, up to five years, of providing technical architecture support functions encompassing one or more of the skill areas described in Exhibit C, Statement of Work, Section VI.D, on state operated, federally funded health and human services program information technology DDI projects with individual project one-time costs over \$20 million. Desirable 3: 10points for each full year, up to five years, of providing technical architecture support functions encompassing at least three of the skill areas described in Exhibit C, Statement of Work, Section VI.D, on state operated, federally funded Medicaid claims processing system DDI projects. Desirable 4: 10 points for possession of a current Project Management Institute Project Management Professional (PMI PMP) certification. A copy of the current certification must be included with the bid.

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CLASSIFICATION	EXPERIENCE
Other Proposed Staff (each proposed staff member to be evaluated individually)	Mandatory 1: Three years of experience in providing technical architecture support functions encompassing at least one of the skill areas described in Exhibit C, Statement of Work, Section VI.D, on government agency information technology DDI projects with individual project one-time costs over \$20 million. Desirable 1: 5points for each additional skill area, up to five additional areas, (beyond the mandatory one area) of providing technical architecture support functions encompassing one or more of the skill areas described in Exhibit C, Statement of Work, Section VI.D, on government agency information technology DDI projects with individual project one-time costs over \$20 million. Desirable 2: 5points for each full year, up to five years, of providing technical architecture support functions encompassing one or more of the skill areas described in Exhibit C, Statement of Work, Section VI.D, on state operated, federally funded health and human services program information technology DDI projects with individual project one-time costs over \$20 million. Desirable 3: 5points for each full year, up to five years, of providing technical architecture support functions encompassing at least three of the skill areas described in Exhibit C, Statement of Work, Section VI.D, on state operated, federally funded Medicaid claims processing system DDI projects. Desirable 4: 10 points for possession of a current PMI PMP certification. A copy of the current certification must be included with the bid.

VI.C.1 Staff Experience Summary (MS)

Bidders must complete Attachment 11: Staff Experience Summary Form. Bidders must complete the form for the lead consultant and four other team members, for a total of five proposed team members. . The projects described for each team member shall be selected by the bidder on the basis of the bidder's own assessment of their relevance to the CA-MMIS Technical Architecture Support Consultant scope of responsibilities and activities as described in Exhibit C: Statement of Work, and in IFB Section VI.C- Staff Qualifications, above.

VI.C.2 Staff References (MS)

Bidders must complete Attachment 12: Staff Reference Form. Two reference forms must be provided for each of the five proposed team members. Each reference must be linked to a project on Attachment

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11: Staff Experience Summary Form References are required to complete Section B., sign and date the form. Any forms not signed and dated may be deemed non-responsive.

All references provided by the bidder may be contacted via email or phone to verify the reference provided. References will be contacted between 8:00 a.m. and 5:00 p.m. PST after submission of Final Bids. In the event references are contacted for verification, no more than two attempts will be made by telephone. If the reference is not reached directly on the first attempt, the State will leave a message with a date and time for the second attempt and a contact name and telephone number. If the reference will not be available at the date and time identified for the second attempt, that reference must contact the State to arrange a mutually agreeable date and time within the evaluation period of this IFB.

VI.D UNDERSTANDING AND APPROACH

The bidder must provide a narrative describing its understanding of, and approach to, performance of the work described in this IFB. This narrative must not exceed twenty (20) pages in length. The bidder must demonstrate an understanding of the key characteristics of large, complex government IT projects in general, and projects such as the CA-MMIS DDI in particular. The bidder must demonstrate understanding of the typical technical issues and risks that can be expected to arise in the course of the SDLC. The bidder must describe its approach to addressing the Technical Architecture Support Consultant scope of responsibilities and activities specified in Attachment C: Statement of Work, and, in particular, its approach to deploying its proposed team to effectively carry out those responsibilities and activities. The bidder should briefly incorporate its understanding of the applicability of the technical skills listed in Section VI.D of the Statement of Work as they relate to the CA-MMIS. This description must address how the bidder will provide the flexibility to address issues as they arise, while maintaining a high level of quality in the ongoing monitoring of FI activities and technical artifacts. The bidder's approach to early identification of technical issues and risks, and how the bidder will directly contribute to resolution and mitigation must be included.

SECTION VII COST

VII.A INTRODUCTION

Cost is 50 percent of the total points available for this IFB and is a primary evaluation criterion. Evaluation in this category will be based on the lowest total proposed cost to the State, as calculated according to the methodology described in this section. This section contains the instructions and cost table formats the bidder must submit with its Final Bid. For the Final Bid, all cost information must be separately sealed and identified as indicated in Section VIII, Bid and Bid Format.

VII.B COST OPENING

A public cost opening will be conducted for all bidders' final bids that met all administrative and technical requirements. If, during evaluation of a bidder's final administrative and technical response, a bid has been deemed non-responsive or not compliant, the bidder's cost envelope will not be opened. Sealed cost information will not be opened until the State evaluation team has completed all of the evaluation steps that do not require information in the cost bid.

VII.C COST EVALUATION

The opened cost bids will be evaluated and scored; the cost scores will then be combined with the bidder's respective administrative and technical score in accordance with the process set forth in Section IX, Evaluation, to achieve a final score for each responsive bidder.

VII.D COST DETAIL FORMAT AND REQUIREMENTS

The bidder must complete Attachment 13: Cost Bid Worksheet and submit it in the Final Bid.

The hourly rates assigned must be for all costs other than State-mandated travel; such travel where CA-MMIS System Replacement Branch Chief directs the Contractor to attend meetings, consult with DHCS staff, etc., in another area, the Contractor will be reimbursed at the travel and per diem rates set in accordance with the Department of Personnel Administration (DPA) policies. All approved travel and related expenses shall be compensated in accordance with the DPA rules for Reimbursement for Excluded Employees website (<http://www.dpa.ca.gov/personnel-policies/travel/rules-for-excluded-employees-menu.htm>). Please see Exhibit C: Statement of Work, Section XIII, Budget Detail and Payment Provisions, for terms and conditions regarding travel cost reimbursement.

The budget for the Statement of Work, for the contract period of sixty-four (64) months is approximately \$3,700,000.

SECTION VIII BID AND BID FORMAT

VIII.A INTRODUCTION

These instructions describe the mandatory bid format and the approach for the development and presentation of bid 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 bids must be on standard white bond 8.5" x 11" paper, with one-inch margins at the top, bottom, and on both sides. However, charts, diagrams and similar materials may be foldouts. If foldouts are used, the folded size must fit within the 8.5" x 11" format. A font size of either 11 or 12 points must be used. Each volume of the bidder's bid must be provided separately in an appropriate sized three-ring or loose leaf binder. Single-sided printing is acceptable but double-sided printing is preferred. Pages must be sequentially paginated in each section. However, it is not necessary to paginate forms or appendices.

Softcopy bids must be in Microsoft Word 2003(or later) format or a searchable PDF format.

It is the bidder's responsibility to ensure its bid 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 bid. Figures, tables, charts, etc. must be assigned index numbers and must be referenced by the numbers in the bid text and in the bid Table of Contents. Figures, etc. must be placed as close to the text references as possible.

VIII.B FINAL BID FORMAT AND CONTENT

A. Instructions on Bid Format, Content and Submittal

1. Bid format and content

Each bid container must be sealed and labeled as follows:

Name of Bidder

Return Address

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

Name of Bidder

IFB# 11-88306

Bid Volume Number

Page Number

In addition, bidders must meet the following requirements:

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-
- a. All bid containers must be completely sealed. All copies must be marked appropriately and submitted by the dates and times specified in Section I.F, Key Action Dates.
 - b. The cost information must be sealed separately from the rest of the bid.
 - c. The bidder must submit six (6) copies of Volume I and three (3) copies of Volume II. One (1) complete set of required volumes must be clearly marked "MASTER COPY." The Master Copy must contain four (4) originally signed copies of the Std. 213IT (Attachment 17).
 - d. One (1) copy of the entire Volume I bid, in Microsoft Word 2003 or later, or in searchable PDF format, must be submitted on CD and enclosed with the Master Copy of Volume I. The CD must be identical to, and contain everything included in, the Master Copy of Volume I. However, signatures may be omitted from the CD. **Inclusion of any cost information on the Volume I CD will result in a bid being rejected and found non-responsive.**
 - e. One (1) copy of the Volume II bid, in Microsoft Word 2003 or later, or in searchable PDF format, must be submitted on CD and enclosed with the Master Copy of Volume II. The CD must be identical to, and contain everything included in, the Master Copy of Volume II. However, signatures may be omitted from the accompanying CD.
 - f. Do not mark any portion of the bid response, any IFB attachment or other item of required documentation as "Confidential" or "Proprietary." The State will disregard any language purporting to render all or portions of a bid confidential.

All bids must be delivered to the Procurement Official listed in Section I.E by the date and time listed in Section I.F, Key Action Dates for bid submission.

The MASTER COPY must contain an original signature or initials wherever a signature or initials are required. Bidders should provide signature and/or initials in blue ink on the Master Copy. Only the signature and/or initials of a person authorized to bind the bidding firm contractually is acceptable. IFB attachments and other documentation placed in the extra bid copies may reflect photocopied signatures.

2. The complete bid must be submitted with the number of copies indicated and include the following items following the organization outlined as follows:
 - a. Volume I: Response to Requirements
 - Tab 1: Administrative and Technical Requirements Response
 - Tab 2: Contract (Attachment 17)
 - b. Volume II: Cost Bid

B. General instructions

1. Each firm or individual may submit only one bid, consisting of Volume I and a separate Volume II.

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For the purposes of this paragraph, "firm" includes a parent corporation of a firm and any other subsidiary of that parent corporation. If a firm or individual submits more than one bid, the State will reject all bids submitted by that firm or individual.

A firm or individual proposing to act as a prime contractor may be named as a subcontractor in another bidder's bid. Similarly, more than one bidder may use the same subcontractors and/or independent consultants.

2. Develop bids by following all IFB instructions and/or clarifications issued by the State in the form of question and answer notices, clarification notices or IFB addenda.
3. Before submitting a bid, seek timely written clarification of any requirements or instructions that are believed to be vague or unclear or that are not fully understood.
4. In preparing a bid, all narrative portions should be straightforward, detailed and precise. The State will determine the responsiveness of a proposal by its quality, not its volume, packaging or colored displays.

VIII.C VOLUME I – RESPONSE TO REQUIREMENTS

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

A. Tab 1 Administrative and Technical Requirements Response:

1. Attachment 2: IFB Cover Letter
2. Attachment 3: Bidder Certification Sheet/Completion Instructions
3. Attachment 4
 - a. Bidder Declaration Form – (GSPD 05-105)
 - b. Disabled Veteran Business Enterprise Declarations (STD. 843)
4. Attachment 5: Small Business Certification*
5. Attachment 6: Target Area Contract Preference Act (TACPA)*
6. Attachment 7: Enterprise Zone Act (EZA)*
7. Attachment 8: Local Agency Military Base Recovery Area (LAMBRA) Act*
8. Attachment 9: Certificate of Status from California Secretary of State
9. Attachment 10: Corporate Experience Summary Form
10. Attachment 11: Staff Experience Summary Form
11. Attachment 12: Staff Reference Form

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12. Understanding and Approach Narrative

13. Attachment 14: Contractor / Consultant Confidentiality and Non-Disclosure Acknowledgement

14. Attachment 15: Iran Contracting Act

15. Attachment 16: Conflict of Interest Compliance Certification Form

*Optional forms to be submitted only if the bidder is claiming a preference.

B. Tab 2 – Signed Attachment 17: STD 213IT:

Tab 2 contents must include four (4) signed copies of the STD 213IT **EXCEPT DO NOT INCLUDE COST WITH STD 213IT.**

The STD 213IT must be signed by an individual authorized to bind the firm contractually, as specified in Section II, Rules Governing Competition. The Master Copy of the Final Bid must contain four (4) STD 213IT forms, all with an original signature.

VIII.D VOLUME II – COST BID

A. Tab 1: Cost Bid

The Cost Bid must:

1. Contain the completed cost worksheet as required in SECTION VII – COST (Attachment 13: Cost Bid Worksheet).
2. Be submitted in a separate, sealed and clearly identified envelope or container/carton/box.

SECTION IX EVALUATION

IX.A INTRODUCTION

This section presents the evaluation process and scoring procedures the State will follow in reviewing bids submitted in response to this IFB. The evaluation process is multi-step and comprised of a thorough review of each bidder's qualifications and its bid to determine that it is responsive and offers "best value" to the State. The best value bid is that bid which meets all requirements set forth in this IFB and offers the State the best combination of technical and cost value as determined through the evaluation process specified in this section.

This procurement process is limited to submitting a Final Bid. Final Bids must be received by the DGS Procurement Official no later than the date and time specified in IFB Section I.F, Key Action Dates. Late bids will be rejected.

Final selection will be on the basis of compliance with all requirements, 50 percent scored technical requirements, and 50 percent cost among the bids that are responsive to the IFB requirements. Responsiveness is comprised of meeting all administrative, technical and cost requirements, and conforming to the Rules Governing Competition in Section II of the IFB. Bids that do not comply with the mandatory components stipulated in the IFB may be deemed non-responsive and excluded from further consideration by the State. The State reserves the right at any time to cancel this procurement.

IX.B RECEIPT

Upon receipt, the DGS Procurement Official will date and time mark every bid and verify that all responses are submitted under an appropriate cover, sealed, and properly identified. Bids will remain sealed until the designated time for opening.

IX.C EVALUATION OF FINAL BIDS

During Final Bid evaluation the State Evaluation Team will check each bid in detail to determine its compliance with the IFB requirements. Failure to respond to and/or meet a requirement may be considered a material deviation resulting in the Final Bid being considered non-responsive. The Evaluation Team will be responsible for determining whether a deviation exists and whether it is material or immaterial as defined in Section II, Rules Governing Competition.

Final Bid Evaluation will consist of the following nine (9) steps:

- Step 1: Bid Opening and Validation Check
- Step 2: Bid Format Evaluation
- Step 3: Administrative Requirements Evaluation
- Step 4: Technical Requirements Evaluation
- Step 5: Bidders' Total Technical Score Determination
- Step 6: Cost Evaluation
- Step 7: Bidder's Total Bid Score before Preferences Determination
- Step 8: Application of Preference Programs and DVBE Incentive
- Step 9: Bidders' Final Rank Determination and Selection of Prime Contractor

IX.C.1 Bid Opening and Validation Check

All bids received by the time and date specified in Section I.F, Key Action Dates, will be accepted. Bids will be checked for proper identification and required information in conformance with the bid submission requirements. Absence of required information may deem the bid non-responsive and may be cause for rejection. Unsealed bids may be rejected.

Volume II: Cost Data, shall remain sealed until the State Evaluation Team has evaluated and scored the technical and administrative submission of all bids. Cost envelopes will only be opened for responsive bids from responsible bidders. All participating bidders and interested parties may attend the public cost opening on the date and time specified in Section I.F, Key Action Dates. On the date of the cost opening, the Procurement Official will post a summary of the points awarded to each bidder. This summary will be provided to all those in attendance at the cost opening, as well as those who request the summary.

IX.C.2 Bid Format Evaluation

Each submitted bid will be evaluated for compliance with the mandatory requirements specified in Section VIII, Bid and Bid Format. If a Final Bid fails to meet any of the submission requirements in Section VIII, Bid and Bid Format, the State will determine if the deviation is material. If the deviation is determined to be material, the Final Bid may be considered non-responsive.

IX.C.3 Administrative Requirements Evaluation

The bidder's response to the administrative requirements identified in Section V, Administrative Requirements, will be evaluated in accordance with the processes described below.

IX.C.3.a Preference and Incentive Programs

Bidders who claim incentive and/or preference points will be evaluated to determine whether they submitted the forms, documents, exhibits, and/or responses necessary to validate their qualification and eligibility for the claimed points. If the State Evaluation Team determines that the submitted information is insufficient, or that required documents do not otherwise validate the eligibility for points in any of the claimed programs, then the claimed points for that program will not be added to the bidder's final overall bid score. If the Evaluation Team is able to validate the bidder's claim, the qualified preference and/or incentive points will be applied to the bidder's final overall bid score as illustrated in Table 15, Final Bid Score with Small Business and DVBE Incentive Example, provided that the bidder's bid is not otherwise determined to be non-responsive to any mandatory requirements. Table 5, Administrative Requirements Evaluation List, identifies the preference/incentive programs with an asterisk.

IX.C.3.b Mandatory Administrative Requirements

Each submitted bid is evaluated for compliance with the mandatory requirements specified in Section V, Administrative Requirements. If a Final Bid fails to meet any of the mandatory requirements specified

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in Section V, Administrative Requirements, the State will determine if the deviation is material. If the deviation is determined to be material, the Final Bid may be considered non-responsive.

Table 4. Administrative Requirements Evaluation List

IFB LOCATION	EVALUATION ITEM	EVALUATION CRITERIA
V.B.1	Cover Letter (Attachment 2)	Mandatory Requirement
V.B.2	Bidder Certification Sheet (Attachment 3)	Mandatory Requirement
V.C	DVBE Participation	Mandatory Requirement
V.C	*DVBE Incentive	Incentive Points
V.D	Bidder Declaration Form GSPD-05-105 (Attachment 4)	Mandatory Requirement
V.E	*Small Business Preference (Attachment 5)	Preference Points
V.F	*Target Area Contract Preference (TACPA) (Attachment 6)	Preference Points
V.G	*Enterprise Zone Act (EZA) (Attachment 7)	Preference Points
V.H	*Local Agency Military Base Recovery Act (LAMBRA) (Attachment 8)	Preference Points
V.I	*Bidder's Summary of Contract Activities and Labor Hours (if claiming EZA, TACPA, and/or LAMBRA contract preferences)	Mandatory Requirement
V.J	Iran Contracting Act of 2010 (Attachment 15)	Mandatory Requirement
V.L	Secretary of State Status (Attachment 9)	Mandatory Requirement
V.M	Conflict of Interest Compliance Certification Form	Mandatory Requirement

IX.C.4 Technical Requirements Evaluation

The State Evaluation Team will evaluate bidder proposals in the areas of Technical Requirements described in Section VI of this IFB. All information submitted in the bid will be evaluated in determining corporate and staff qualifications. The maximum point score for each of the areas is shown in Table 6, Technical Requirements Evaluation Categories and Maximum Score. A maximum of 900 technical points is available.

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Table 6. Technical Requirements Evaluation Categories and Maximum Score

TECHNICAL REQUIREMENT AREA	MAXIMUM SCORE
Corporate Qualifications and Resources	
<i>Projects in Progress or Completed within the Last Three Years</i>	Mandatory
Staff Qualifications	
<i>Staff Experience and Credentials</i>	500
<i>Staff References</i>	400
Understanding and Approach	Mandatory

IX.C.4.a Corporate Qualifications and Resources

DHCS seeks a Technical Architecture Support Consultant with significant corporate capacity to support a high degree of qualified staff continuity, and ensure a consistently high level of individual team member performance.

Two factors will be evaluated for corporate qualifications and resources. Evaluation of each of the factors is described below.

IX.C.4.a.1 Projects in Progress or Completed within the Last Three Years (Mandatory)

Bidders will be evaluated based upon information contained in the Corporate Experience Summary Form. Bidders must meet both of the required experience criteria shown below in Table 7, Projects Completed or In Progress Criteria.

Table 7. Projects Completed or In Progress Criteria

CRITERIA	REQUIRED EXPERIENCE	SCORE
A	Performed at least 24 months of technical architecture support functions (see Exhibit C, Statement of Work, Section VI.D) on government agency information technology DDI projects.	Mandatory
B	Criteria A experience includes at least 12 months during which more than one member of the bidder's staff were assigned to one or more individual projects.	Mandatory

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IX.C.4.b Staff Qualifications

Staff qualifications carry the most weight of the non-cost factors used in determining which bidder will be selected for the CA-MMIS DDI Technical Architecture Support Consultant engagement. DHCS seeks a team of highly qualified, senior staff to provide high-level technical architecture support services on the CA-MMIS DDI. The following sections describe the evaluation and scoring of staff qualifications.

IX.C.4.b.1 Staff Experience and Credentials (Mandatory; Scored; 500 Points Maximum)

Evaluators will assign scores based upon information contained in the Staff Experience Summary Forms.

Bidders must meet the mandatory minimum qualifications (MQ). Scores will be assigned for each individual in accordance with the rating scale shown below in Table 8, Staff Experience and Credentials Scoring Key. Desirable points will not be awarded for partial years of experience in any classification. Bidders must provide a copy of the current Project Management certification for each proposed staff to be awarded points for Desirable 4.

Table 8. Staff Experience and Credentials Scoring Key

CLASSIFICATION	EXPERIENCE	SCORE
Lead Consultant	Mandatory MQ: Five years of experience in providing technical architecture support functions encompassing at least three of the skill areas described in Exhibit C, Statement of Work, Section VI.D, on government agency information technology DDI projects with individual project one-time costs over \$20 million.	
	Desirable 1: 10points for each additional skill area, up to five additional areas, (beyond the mandatory three areas) of providing technical architecture support functions encompassing one or more of the skill areas described in Exhibit C, Statement of Work, Section VI.D, on government agency information technology DDI projects with individual project one-time costs over \$20 million.	50 Points Maximum
	Desirable 2: 10 points for each full year, up to five years, of providing technical architecture support functions encompassing one or more of the skill areas described in Exhibit C, Statement of Work, Section VI.D, on state operated, federally funded health and human services program information technology DDI projects with individual project one-time costs over \$20 million.	50 Points Maximum
	Desirable 3: 10 points for each full year, up to five years, of providing technical architecture support functions encompassing at least three of the skill areas described in Exhibit C, Statement of Work, Section VI.D, on state operated, federally funded Medicaid claims	50 Points Maximum

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CLASSIFICATION	EXPERIENCE	SCORE
	processing system DDI projects. Desirable 4: 10 points for possession of a current Project Management Institute Project Management Professional (PMI PMP) certification.	10 Points Maximum
Other Proposed Staff (each proposed staff member to be evaluated individually)	MandatoryMQ1: Three years of experience in providing technical architecture support functions encompassing at least one of the skill areas described in Exhibit C, Statement of Work, Section VI.D, on government agency information technology DDI projects with individual project one-time costs over \$20 million. Desirable 1: 5 points for each additional skill area, up to five additional areas, (beyond the mandatory one area) of providing technical architecture support functions encompassing one or more of the skill areas described in Exhibit C, Statement of Work, Section VI.D, on government agency information technology DDI projects with individual project one-time costs over \$20 million. Desirable 2: 5 points for each full year, up to five years, of providing technical architecture support functions encompassing one or more of the skill areas described in Exhibit C, Statement of Work, Section VI.D, on state operated, federally funded health and human services program information technology DDI projects with individual project one-time costs over \$20 million. Desirable 3: 5 points for each full year, up to five years, of providing technical architecture support functions encompassing at least three of the skill areas described in Exhibit C, Statement of Work, Section VI.D, on state operated, federally funded Medicaid claims processing system DDI projects. Desirable 4: 10 points for possession of a current PMI PMP certification.	25 Points Maximum 25 Points Maximum 25 Points Maximum 10 Points Maximum

IX.C.4.b.2 Staff References (Mandatory; Scored; 400 Points Maximum)

Section VI.C.3 describes the State's approach to verifying references. Bidders must submit two Staff Reference forms (Attachment 12) for each proposed team member. The reference questions are shown in Table 9, Staff References Questionnaire.

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Table 9. Staff References Questionnaire

QUESTIONS
1. On a scale of 1 to 4, with 4 being <i>completely</i> satisfied, how satisfied were you with the staff member's overall performance with this project?
2. On a scale of 1 to 4, with 4 being <i>excellent</i> , how would you rate the Staff member's ability to communicate (both in oral and written communications) with project team members and stakeholders?
3. On a scale of 1 to 4, with 4 being <i>excellent</i> , how would you rate the Staff member's knowledge of architecture methods, tools, techniques and standards?
4. On a scale of 1 to 4, with 4 being <i>excellent</i> , how would you rate the Staff member's capability accurately identify risks and issues in advance and develop creative approaches to mitigation and resolution?
5. On a scale of 1 to 4, with 4 being <i>excellent</i> , how would you rate the Staff member's capability to critically, insightfully and accurately assess the technical component of the DDI project?

References are to use the provided description of the scores to be assigned, as shown below in Table 10, Reference Ranking Definitions.

Table 10. Reference Ranking Definitions

REFERENCE RATING	RATING DESCRIPTION
1	Completely dissatisfied / Poor performance
2	Some serious dissatisfaction / Some incidences of poor performance
3	Mostly satisfied / Generally acceptable performance
4	Completely satisfied / Excellent performance

Scores will be assigned for each individual reference in accordance with the rating scale shown below in Table 11, Individual Staff Reference Scoring Key. A score of zero (0) points will be awarded for each Staff Reference that the State is unable to verify or that is not included with the bid submittal.

Table 11. Individual Staff Reference Scoring Key

REFERENCE SCORES	POINTS
Total points assigned by the Reference = 17 through 20	40
Total points assigned by the Reference = 13 through 16	20
Total points assigned by the Reference = 9 through 12	10
Total points assigned by the Reference = 8 or less	0

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IX.C.4.c Understanding and Approach (Mandatory)

Bidders will be evaluated based upon information contained in the narrative provided describing the bidders understanding of, and approach to, performance of the work described in this IFB. Bidders must address each of the required topics stated in Section VI.D.in the narrative.

IX.C.5 Bidders' Total Technical Score Determination

After all scores have been assigned by the Evaluation Team in accordance with the rating scales described herein, the score for each evaluation category will be summed to yield a Total Technical Score. For bidders who meet all of the administrative, technical, and Section II requirements, the Total Technical Score will be added to the bidder's Total Cost Score to determine the bidder's Total Bid Score (before application of any preference or incentive points).

IX.C.6 Cost Evaluation

Cost Bids (Volume II) will not be opened until the Evaluation Team has completed its administrative and technical evaluations. Bidders whose bids have been determined to be responsive through Step 5 of Section IX.C will have their sealed Cost Bids opened and read by the State at a Public Cost Opening as scheduled in Section I.F, Key Action Dates. If a bidder's Final Bid has been determined to be non-responsive during the administrative and/or technical evaluations, its Cost Bid will remain unopened.

During Cost Evaluation, the Evaluation Team will screen the Cost Bid for compliance with all mandatory requirements set forth in Section VII, Cost. Deviations deemed non-material may be waived at the State's sole discretion.

NOTE: If a Bidder's Cost Bid fails to meet the requirement to be submitted under separate, sealed cover the State may immediately deem the bidder's bid to be non-responsive and may discontinue evaluation of the bid.

Once the Evaluation Team has evaluated the Cost Bid and verified that it meets all mandatory requirements, the Evaluation Team will evaluate the Cost Bid and determine the bidder's Cost Score.

The required Attachment 13: Cost Bid Worksheet, will be checked for mathematical accuracy. Errors and inconsistencies will be dealt with according to procedures contained in Section II.C.7.d, Errors in the Final Bid.

The bidder with the lowest Grand Total cost on Attachment 13: Cost Bid Worksheet will receive the maximum of 900 cost points available. All other bidders will be awarded a Cost Score calculated using the equation below:

$$\frac{\text{Lowest Grand Total} \times 900}{\text{Bidder Grand Total}} = \text{Points Awarded}$$

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Table 12, Sample Cost Score Evaluation, illustrates the manner in which cost bids will be evaluated and cost points awarded.

Table 12. Sample Cost Score Evaluation

BIDDER	BIDDER'S COST BID	CALCULATION	POINTS AWARDED
A	\$3,425,000	$(\$3,385,000 \times 900) / \$3,425,000$	889.49
B	\$3,385,000	$(\$3,385,000 \times 900) / \$3,385,000$	900.00
C	\$3,690,000	$(\$3,385,000 \times 900) / \$3,690,000$	825.61

IX.C.7 Bidders' Total Bid Score before Preferences Determination

The highest scoring bid will be the responsible, responsive bid that has the highest combined score up to the 1800 maximum possible points. See Table 13 below for a Sample Point Summary. Preference points, if any, will be added to the total as specified below.

Table 13. Sample Point Summary

BIDDER	STAFF EXPERIENCE & CREDENTIALS	STAFF REFERENCES	COST	TOTAL SCORE
A	425	360	889.49	1674.49
B	460	360	900.00	1720.00
C	400	320	825.61	1545.61

IX.C.8 Application of Preferences and Incentives

IX.C.8.a Optional Preference Programs

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

IX.C.8.b Small Business Preference

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 bid 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: <http://www.documents.dgs.ca.gov/pd/smallbus/SBRegulations.pdf>.

IX.C.8.c DVBE Incentive

In accordance with MVC section 999.5(a), an incentive will be given to bidders who provide 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 five (5) 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.

Table 14.DVBE Incentive Points

CONFIRMED DVBE PARTICIPATION OF:	INCENTIVE POINTS:
5%and over	90 (5% of 1800 points)
4% – 4.99% inclusive	72 (4% of 1800 points)
3.01%–3.99% inclusive	54 (3% of 1800 points)
3%	0 points

The DVBE Incentive percentage is applied to total points available to the bidders. The following illustrates the incentive points available based on the Bidder A's confirmed DVBE participation of 3.5%, Bidder B's confirmed DVBE participation of 4.8%, and Bidder C's confirmed DVBE participation of 5%. Bidder B is also a California certified small business. Table 15 provides an example of the Final Bid Score calculation including application of the Small Business Preference and DVBE Incentive Points.

IX.C.9 Bidders' Final Rank Determination and Selection of Prime Contractor

After application of any preference or incentive points, the Evaluation Team will rank the bidders to determine the bidder with the highest Final Bid Score, as illustrated in Table 15, Final Bid Score with Small Business and DVBE Incentive Example:

Table 15. Final Bid Score with Small Business and DVBE Incentive Example

BIDDER	STAFF EXPERIENCE & CREDENTIALS	STAFF REFERENCES	COST	DVBE INCENTIVE	SMALL BUSINESS	FINAL BID SCORE
A	425	360	889.49	54	0	1728.49
B	460	360	900.00	72	83.72	1875.72

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SECTION IX

BIDDER	STAFF EXPERIENCE & CREDENTIALS	STAFF REFERENCES	COST	DVBE INCENTIVE	SMALL BUSINESS	FINAL BID SCORE
C	400	320	825.61	90	0	1635.61

Award of the contract, if made, will be to the bidder who meets all requirements of this IFB and achieves the highest Final Bid Score.

Technical Architecture Support Services
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ATTACHMENT 1: ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below. Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned. This checklist is provided for bidder use only and need not be submitted with the final bid.

ATTACHMENT	NAME/DESCRIPTION
Attachment 2	IFB Cover Letter
Attachment 3	Bidder Certification Sheet/Completion Instructions
Attachment 4	• Bidder Declaration Form – (GSPD 05-105) • Disabled Veteran Business Enterprise Declarations (STD. 843)
Attachment 5	Small Business Certification*
Attachment 6	Target Area Contract Preference Act (TACPA)*
Attachment 7	Enterprise Zone Act (EZA)*
Attachment 8	Local Agency Military Base Recovery Area (LAMBRA) Act*
Attachment 9	Certificate of Status from California Secretary of State
Attachment 10	Corporate Experience Summary Form
Attachment 11	Staff Experience Summary Form
Attachment 12	Staff Reference Form
Attachment 13	Cost Bid Worksheet
Attachment 14	Contractor / Consultant Confidentiality and Non-Disclosure Acknowledgement
Attachment 15	Iran Contracting Act
Attachment 16	Conflict of Interest Compliance Certification Form
Attachment 17	Std. 213IT (Contract)

*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 BID RESPONSE. BIDDERS ARE ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION. THE NEED TO VERIFY ALL DOCUMENTATION AND RESPONSES PRIOR TO THE SUBMISSION OF FINAL BIDS CANNOT BE OVER EMPHASIZED.

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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.

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ATTACHMENT 3: BID/BIDDER CERTIFICATION SHEET

Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- E. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Bid 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.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
11(a) Are the vehicles being used for this Agreement subject to DMV/CHP Motor Carrier Permit laws? ☐ Yes ☐ No If yes (If required by law), the lowest responsive responsible bidder must provide evidence, before contract award.		
12. Bidder's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____	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 checked " Yes ". Date application was submitted to OSDS, if an application is pending: _____		
17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation? Yes ☐ No ☐		
If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your bid.		

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Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/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 your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	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.
11a	Bidder has read the required scope of services for this Agreement and is certifying whether or not the vehicles the bidder will use for this Agreement are subject to DMV/CHP Motor Carrier Permit laws.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veteran 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 the Department of General Services, Office Small Business and DVBE Services. To get certified, go to http://www.pd.dgs.ca.gov/smbus/default.htm .
17	Check the applicable box. Complete and return GSPD-05-105 with your Bid.

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ATTACHMENTS 4 THROUGH 9

Attachment 4	Bidder Declaration Form – (GSPD 05-105) http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf#search=GSPD-05-105&view=FitH&pagemode=none Disabled Veteran Business Enterprise Declarations (STD. 843) http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf	BIDDER TO PROVIDE BIDDER TO PROVIDE
Attachment 5	Small Business Certification* http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx	IF APPLICABLE
Attachment 6	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 7	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 8	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 9	Certificate of Status from California Secretary of State http://kepler.sos.ca.gov/	BIDDER TO PROVIDE (WEB VERSION ACCEPTABLE)

ATTACHMENT 10: CORPORATE EXPERIENCE SUMMARY FORM

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.

Project Description: Describe the project in sufficient detail to enable evaluators to understand the client business, overall objectives of the project, along with the bidder's specific roles and responsibilities on the project.

Project Total One-Time Cost: Provide the dollar amount, to the nearest \$10,000. A budget amount is acceptable for project's currently in progress.

Bidder Firm's Start Date and End Date: Provide the bidder firm's start and end date on the project using MM/DD/YYYY format. Indicate "current" for the end date for projects currently in progress.

Bidder Firm's Total Revenue: Provide the dollar amount, to the nearest \$10,000.

Total Number of Bidder Staff Utilized: Enter the maximum number of bidder's staff utilized on the project at one time.

Number of months that staff was on project: Enter the number of calendar months that multiple bidder staff was on the project simultaneously.

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ATTACHMENT 10
CORPORATE EXPERIENCE SUMMARY FORM

Project Name, Client Name, Contact & Number:	Project Description	Project Total One-Time Cost	Bidder Firm's Start Date and End Date	Bidder Firm's Total Revenue	Total Number of Bidder Staff Utilized	Number of months that multiple bidder staff were on project

ATTACHMENT 11: STAFF EXPERIENCE SUMMARY FORM

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

Proposed Staff Information: Provide the proposed staff member name, information on education, training and certifications, and identify the staff member's proposed role on the CA-MMIS DDI Technical Architecture Support Services project. If applicable, attach a copy of the proposed staff member's PMI PMP certification to the summary form.

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 member was employed by while on the project cited, and describe the staff member's functional roles and responsibilities on the cited project, and the type of experience gained on the project.

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.

Project Total One-Time Cost: Provide the dollar amount, to the nearest \$10,000. A budget amount is acceptable for projects currently in progress.

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ATTACHMENT 11
STAFF EXPERIENCE SUMMARY FORM

Contractor Name:				
Proposed Staff Name:				
Proposed Staff Education, Training and Certifications				
Proposed Staff Role:				
Project Name, Client Contact Name, & Client Contact Phone Number:	Employer, Role, and Type of Experience	Project Start Date and End Date	Proposed Staff Start Date and End Date	Project Total One-Time Cost
Project Name:	Employer:			
Client Contact Name:	Role:			
Client Contact Phone Number:	Experience:			
Project Name:	Employer:			
Client Contact Name:	Role:			
Client Contact Phone Number:	Experience:			

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ATTACHMENT 12: STAFF REFERENCE FORM

Complete two (2) Staff Reference Forms for the references of each proposed staff. The reference must correspond with a project described on Attachment 11 Staff Experience Summary Form. Bidders are to complete Section A then provide the form to the reference to complete Section B. References are required to sign and date the form, any forms not signed and dated may be deemed non-responsive.

ATTACHMENT 12: STAFF REFERENCE FORM**Section A:** Reference Information (to be completed by the bidder)**Proposed Staff Name:** _____

Project Name: _____

Role: _____

Reference Name: _____

Phone Number: _____

Email: _____

Section B: Ratings (to be completed by the reference)

Note to reference: Please rate your satisfaction with the services provided by the individual who performed the services on the project identified above. Ratings are to be based on the scale identified in the table below. This information will be used to evaluate the proposed staff mentioned above. Please complete the questions on this form to the best of your ability. The State Evaluation Team will be verifying customer references beginning February 27, 2012 through March 6, 2012 . If you are not available during this time, please notify the bidder that you are not available during this time and return this Customer Reference uncompleted.

Reference Rating	Rating Description
1	Completely dissatisfied / Poor performance
2	Some serious dissatisfaction / Some incidences of poor performance
3	Mostly satisfied / Generally acceptable performance
4	Completely satisfied / Excellent performance

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Questions	Rating
1. On a scale of 1 to 4, with 4 being <i>completely</i> satisfied, how satisfied were you with the staff member's overall performance with this project?	
2. On a scale of 1 to 4, with 4 being <i>excellent</i> , how would you rate the Staff member's ability to communicate (both in oral and written communications) with project team members and stakeholders?	
3. On a scale of 1 to 4, with 4 being <i>excellent</i> , how would you rate the Staff member's knowledge of architecture methods, tools, techniques and standards?	
4. On a scale of 1 to 4, with 4 being <i>excellent</i> , how would you rate the Staff member's capability accurately identify risks and issues in advance and develop creative approaches to mitigation and resolution?	
5. On a scale of 1 to 4, with 4 being <i>excellent</i> , how would you rate the Staff member's capability to critically, insightfully and accurately assess the technical components of the DDI project.	

Reference Signature

Date

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ATTACHMENT 13: COST BID WORKSHEET

Bidders please note: The project budget for the sixty-four (64) months contract period is approximately \$3,700,000.

Part I – Proposed Staff by Person, by State Fiscal Year

Complete the following table, showing the name, rate, and total cost by State Fiscal Year (July 1 through June 30) for the Lead Consultant. Provide a single blended rate for the as-needed technical specialists. Bidders are not to modify the hours listed for each Fiscal Year.

Bidder Name:

			(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
			State Fiscal Year 11-12			State Fiscal Year 12-13			State Fiscal Year 13-14		
Line	Staff Name	Position	Rate per Hour	Hours	Fiscal Year Cost	Rate per Hour	Hours	Fiscal Year Cost	Rate per Hour	Hours	Fiscal Year Cost
1		Lead		640			1920			1920	
2		Technical Specialists hours pool		980			3000			3000	

			(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
			State Fiscal Year 14-15			State Fiscal Year 15-16			State Fiscal Year 16-17		
Line	Staff Name	Position	Rate per Hour	Hours	Fiscal Year Cost	Rate per Hour	Hours	Fiscal Year Cost	Rate per Hour	Hours	Fiscal Year Cost
1		Lead		1920			1920			1920	
2		Technical Specialists hours pool		3000			3000			3000	

Part II –Grand Total Cost

Compute Grand Total Cost as the sum of columns (3), (6), (9), (12), (15) and (18) in Part I above. Enter the proposed Grand Total Cost Below.

Grand Total Cost: \$_____

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ATTACHMENT 14: CONTRACTOR/ CONSULTANT CONFIDENTIALITY AND NON-DISCLOSURE ACKNOWLEDGEMENT

Contractor / Consultant Organization Name			
Contractor / Consultant Name			Work Phone
(First)	(M.I.)	(Last)	
Title		Work Email Address	

As a contractor or consultant of the California Department of Health Care Services (DHCS) you may have access to financial, statistical, personal, or technical information classified as confidential or sensitive by the DHCS. In addition you may be authorized access to data processing resources that are created, maintained, or used within the DHCS and must be protected. This confidentiality and non-disclosure agreement between you and the DHCS is to protect the information assets that may be disclosed to you by the DHCS. This Agreement shall be construed under the laws of the State of California.

By signing below I acknowledge that:

1. I will access or use DHCS *information assets* only when relevant and necessary in the ordinary course of performing my authorized official duties conducted on behalf of the organization referenced in this document. I further understand that unauthorized access, attempted access or illegal use of any computer systems, information asset, and/or information of the State of California may be a public offense punishable under Section 502 of the California Penal Code;
2. I will not disclose DHCS information classified as confidential or sensitive unless authorized to do so by the DHCS;
3. I will immediately notify the DHCS Information Security Office; DHCS Information Systems Division; and the appropriate DHCS contract / agreement administrator of any violation of DHCS administrative policy or information security standards; or violation of requirements, terms, or conditions of this agreement; and any actual or suspected information security incidents;
4. I will not disclose, change, modify, delete, or circumvent any DHCS required authentication and authorization process without the approval of authorized DHCS personnel;
5. I will not change, modify, remove, or circumvent any DHCS required security controls or protocols without written approval of DHCS Information Systems Division management and the DHCS Chief Information Security Officer (CISO) or CISO designee;
6. I will ensure that all data processing resources (i.e., PCs, notebooks, laptops, servers, USB and flash drives, etc.) and other equipment (i.e., cellular phones, personal digital assistants (PDAs), audio or image recorders, etc.) I bring into DHCS owned or leased facilities are approved by the DHCS, and meet DHCS information technology and information security acceptable use standards, and DHCS Information Security Programs Standards;
7. I shall only utilize and access DHCS managed electronic mail and Internet access services while utilizing DHCS provided data processing resources or networks. I will not connect to, or access, any non-DHCS managed resource or service from within the DHCS network or via any DHCS data process resource without the approval of DHCS Information Systems Division management and the DHCS Chief Information Security Officer (CISO) or CISO designee; and
8. I will comply with all applicable DHCS administrative, technical, and information security standards.

I have read and understand the responsibilities stated above and will comply with the DHCS administrative and information security requirements and standards listed on this form. I acknowledge and agree to use DHCS *information assets* in accordance with the terms outlined in this form. I understand that failure to comply with these responsibilities may result in immediate cancellation of authorization to use DHCS *information assets* or disciplinary action in accordance with applicable laws and regulations or civil and criminal prosecution in accordance with applicable statutes.

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By signing this form, I acknowledge that I have read, understand and agree to its contents and realize the penalties for non-compliance with its terms.

Legal Signature	Date
-----------------	------

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ATTACHMENT 15: IRAN CONTRACTING ACT

(Public Contract Code sections 2202-2008)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

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ATTACHMENT 16: CONFLICT OF INTEREST COMPLIANCE CERTIFICATION FORM

- A. The Department of Health Care Services (DHCS) intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information received from any source indicates the existence of a conflict of interest.
- B. Any of the following instances would be considered a "conflict of interest", including, but not limited to:
1. An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
 2. An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
 3. The Proposer is currently involved with or connected to the current Fiscal Intermediary for Medi-Cal services, or any of its subcontractors (including consultants).
 4. Any other conflict of interest identified in federal or State statute or regulation.
- C. If the Proposer or any proposed subcontractor has a suspected or potential conflict of interest, the Proposer or proposed subcontractor shall attach to this form a description of the activity, a plan for ensuring that the activity will not adversely affect DHCS, and procedures to guard against the existence of an actual conflict of interest. Based on that information, and any other information DHCS may require, DHCS will determine whether a conflict of interest exists and whether it can be resolved to the satisfaction of DHCS.
- D. The Proposer shall place this Certificate in the Appendix Section of its proposal response. This Certificate shall bear the original signature of an official or employee of the Proposer who is authorized to bind the Proposer.
- E. This Certificate will be incorporated into the contract, if any, awarded from this RFP. It is understood that the requirements set forth in this Certificate shall be in effect for the entire term of the contract.
- F. The Contractor shall obtain a completed Certificate from any proposed subcontractor and submit it to DHCS prior to approval of the subcontractor by DHCS.
- The Proposer or Contractor and each subcontractor shall notify DHCS, Administrative Services Unit, MS 4612, P.O. Box 997413, Sacramento, CA 95899-7413, within ten (10) working days of any change to the information provided on or attached to this Certificate.
- G. If DHCS becomes aware of a suspected or potential conflict of interest, the Proposer or Contractor or subcontractor will be given an opportunity to submit additional information as described in Paragraph D above or to resolve the conflict. The Proposer or Contractor or subcontractor will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the conflict. If DHCS determines that a conflict of interest exists and it cannot be resolved to the satisfaction of DHCS, before or after the award of the contract, the conflict will be grounds for the proposal to be deemed non-responsive and/or termination of the contract or subcontract.

The undersigned hereby affirms that: (check one)

- ☐ The statements above have been read and that no conflict of interest exists that would jeopardize the ability of the Proposer/Contractor to perform independently from DHCS influence.
- ☐ A suspected or potential conflict of interest does exist, and additional information (as described D above) is attached along with a plan to address the possible conflict of interest.

Signed: _____ **Title:** _____ **Date:** _____

Typed or Printed Name of Authorized Representative: _____

ATTACHMENT 17: STD. 213IT (CONTRACT)

The Standard Agreement Form 213IT (Attachment 17: Std. 213IT) is provided on the following page. The bidder must enter the contractor information on the form. Four copies of the form must be signed by an individual who is authorized to bind the bidding firm contractually, in accordance with Section II and Section VIII of this IFB. The signature block must indicate the title or position the individual holds in the firm. Failure to submit the required number of signed Std. 213IT forms shall result in rejection of the bidder's bid.

Technical Architecture Support Services
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State of California
STD. 213 (NEW 06/10)

STANDARD AGREEMENT**FOR I.T. GOODS/SERVICES ONLY**

REGISTRATION NUMBER

PURCHASING AUTHORITY NUMBER

AGREEMENT NUMBER

11-88306

- 1 This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
Department of Health Care Services
CONTRACTOR'S NAME
- 2 The term of this Agreement is: **April 15, 2012–August 15, 2017 or upon DGS approval, whichever occurs later**
3. The maximum amount of this Agreement is: \$ **XXXXXXXXXXXX (Do not enter amount)**
- 4 The parties agree to comply with the terms and conditions of the following Attachments which are by this reference made a part of the Agreement.
- | | |
|---|----------|
| *Exhibit A - Information Technology General Provisions (GSPD 401 IT) dated 06/08/10 | 10 pages |
| *Exhibit B - Information Technology Personal Services Special Provisions dated 02/08/07 | 5 pages |
| Exhibit C- Statement of Work | 14 pages |
| Exhibit D- IT Federal Terms and Conditions | 9 pages |
| Exhibit E- HIPAA Business Associate Addendum | 15 pages |
| Exhibit F- Information Confidentiality and Security Requirements | 7 pages |
| *Exhibit G- Invitation for Bid (IFB) # 11-88306 | |
| *Exhibit H- Bidder's Response to IFB # 11-88306 | |
- *Items shown with an asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. Exhibits A and B can be viewed at: www.dgs.ca.gov/pd/Resources/Modellanguage.aspx

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 Department of Health Care Services		
BY (Authorized Signature) ?	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Jayna Querin, Chief, Contract Management Unit		
ADDRESS 1501 Capitol Avenue, Room 71.5195, MS 1403, P. O. Box 997413, Sacramento, CA 95899-7413		
		☐ Exempt per:

Technical Architecture Support Services
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EXHIBIT C: STATEMENT OF WORK

As set forth in this Statement of Work (SOW), and in Invitation for Bid (IFB)#11-88306 and the Contractor's response thereto, the Contractor will provide services to the Department of Health Care Services (DHCS) as described in this SOW.

I. CONTRACT TERM

- A. The term of the resulting agreement is sixty-four (64) months. DHCS reserves the right to extend the term of the resulting agreement via an amendment as necessary to complete or continue the services. Contract extensions are subject to satisfactory performance, funding availability, and approval by the Department of General Services (DGS).
- B. The resulting contract will be of no force or effect until it is signed by both parties and approved by DGS. Contractors are cautioned that no work shall begin until written approval has been obtained from all entities. Work performed prior to contract approval is considered voluntary on the part of the Contractor and may be non-compensable.
- C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, DHCS and the Contractor may execute written amendments to this Agreement.

II. CONTRACT AMOUNT

The amount of this Agreement shall not exceed \$_____ (the State shall enter the Contractor's bid amount for the contract term from the Cost Bid Worksheet), and the State is not obligated to utilize the entire amount.

III. PLACE OF PERFORMANCE

All Consultant work shall be performed at the address below, unless an exception is approved by the CA-MMIS System Replacement Branch Chief.

Department of Health Care Services
830 Stillwater Road
West Sacramento, CA 95605

IV. NORMAL HOURS OF WORK

Normal hours of project office access are Monday through Friday, 7:00 a.m. to 5:00 p.m. on State Business Days. The Contractor is required to perform work duties within the normal hours of work. The Contractor must make prior arrangements with the System Replacement Branch Chief for access to the project office outside these normal working hours. State Holidays are listed on the California Department of Personnel Administration (DPA) website at the link below, and are subject to change:

<http://www.dpa.ca.gov/personnel-policies/holidays.htm>

V. 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 and performance of all tasks and activities in the SOW, including support or activities to be performed by any sub and/or secondary Contractors hired by the prime. The prime Contractor will be the sole point of contact with the State relative to contract performance.

VI. DESCRIPTION OF TASKS AND ACTIVITIES

The Contractor shall provide technical architecture support services in accordance with the following requirements and processes:

A. Project Objectives

The Technical Architecture Support Consultant shall provide a highly qualified, full-time, on-site senior technical consultant/manager (Lead Consultant), supported by a team of part-time, as-needed technical specialists. The support team shall provide qualified specialists at appropriate points in the System Development Life Cycle (SDLC) to review and evaluate fiscal intermediary (FI) plans, designs, test results and other artifacts produced in the course of Replacement System development. The services provided by the Contractor are to be principally in support of the Planning and DDI for Replacement System phase of the CA-MMIS. The consultant team shall function as an integral component of the CA-MMIS project, supporting the DHCS in executing its responsibilities for technical architecture consulting support of the CA-MMIS DDI.

B. Consultant Staffing

The Contractor must provide a team of consultants, as specified in VI.A above, possessing the skills specified in VI.D below, and capable of successfully performing the work as set forth in VI.E below.

The Contractor shall provide replacement consultants as needed, in accordance with the requirements specified in SOW Section VI.C, Replacement Consultants.

C. Replacement Consultants

1. The State recognizes that resignation or other events may cause a contractor consultant to leave this project. If this should occur, the Contractor must provide a replacement consultant who possesses equal or better qualifications as set forth in Section VI.B, of the consultant being replaced, in accordance with the following procedure and deadlines. This requirement includes substitutions made between submittal of the final bid and the actual project start date, as well as staffing changes that may be made during the course of the contract.

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2. Within five (5) State business days of the contractor consultant's notifying the Contractor of their voluntary departure, or of the consultant's notice of termination from the project, the Contractor must provide to DHCS for each proposed replacement consultant the following completed attachments: Attachment 11: Staff Experience Summary Form; and Attachment 12: Staff Reference Form. The reference contacts provided on Attachment 12 must be available to DHCS for validating the reference information.
 3. Within five (5) State business days of receipt of the completed attachments, DHCS will notify the Contractor, in writing, of its approval or rejection of the proposed replacement consultant(s). Proposed replacement consultants shall not begin work on the contract until approved by DHCS.
 4. All approved replacement consultants must be available to begin working on the contract no later than five (5) State business days following the State's approval.
 5. The State reserves the right to require the Contractor to replace a consultant at any time. Such right will not be exercised unreasonably. The State will notify the Contractor in writing when exercising that right, providing the Contractor with the reason for the request. In this event, the Contractor must provide a proposed replacement in accordance with the process and deadline specified herein for Replacement Consultants.

D. Consultant Required Skills

The Contractor shall provide staff with specialized skills to support DHCS management in the technical areas listed below:

1. Enterprise architecture;
2. Medicaid Information Technology Architecture (MITA) and relevant technical requirements for CMS certification of the CA-MMIS;
3. Service Oriented Architecture (SOA);
4. Enterprise Service Bus (ESB);
5. Application architecture;
6. Data architecture;
7. Database architecture;
8. Data conversion;
9. Information security architecture;
10. Identity management;

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11. Infrastructure architecture, including but not limited to server, storage and network components;
 12. Interoperability and interface architecture;
 13. Electronic Data Interchange (EDI) Gateway;
 14. Performance and capacity management;
 15. Backup, restoration, contingency planning and disaster recovery;
 16. Pre-implementation testing design and execution;
 17. Operational environment management, including but not limited to service level management, security management, capacity management, configuration management, change management, release management and testing; and
 18. Industry standards and "best practices" in the areas listed above.

E. Contractor Activities

The Contractor is responsible for the following tasks and activities:

1. Develop, with DHCS approval, an approach to communications, including status reporting, protocols for interaction with other project entities and reporting of risks, issues and other findings, conclusions and recommendations.
2. Develop, subject to CA-MMIS System Replacement Branch Chief approval, a staff loading plan for major Technical Architecture support activities, using the most current ACS DDI detailed plan and schedule as a baseline. This plan shall serve as the DHCS approved work authorization for the Contractor. This plan shall include identification of tasks to be performed, individuals performing each task, estimated hours, and expected plans and reports to be produced as a result of performing the tasks. This plan shall be subject to regular review and adjustment depending upon, FI DDI performance, emergence of issues and risks, and specific direction from DHCS. The Technical Architecture Support Consultant shall review and revise its staff loading plans as needed, and at least monthly.
3. Review and evaluate source documentation, including, for example, the state Self-Assessment (SS-A), the MITA Transition Implementation Plan (M-TIP), the MITA IV&V Assessment, the FI's Narrative Technical Proposal and the FI's contract to gain enhanced understanding of the goals of the CA-MMIS DDI.
4. Review system diagrams, models, technical workflows, technical specifications, technical design deliverables and other technical design artifacts developed by the FI for compliance with contract terms and conditions, conformity with applicable standards, quality of work and conformity with the Centers for Medicare and Medicaid Services,

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Federal, State, and DHCS enterprise architecture and MITA requirements for adaptable, sustainable, and integrated Information Technology management.

5. Participate in project activities, including, for example, design reviews, workgroup participation, walkthroughs, test planning, testing and test results review, to obtain first-hand information on FI progress, quality of work, effective processes and other key outcomes.
6. Review technical components developed by the FI for compliance with approved technical design specifications, by performing code reviews, inspecting the installation, operation and performance of hardware, software and network components and performing other technical assessments to support evidence-based findings, conclusions and recommendations. Receive training, as directed, on system access and functionality, for (including but not limited to) CA-MMIS, related non-mainframe applications, and the Health Enterprise solution to support review of technical components and information gathering necessary to perform all aspects of this SOW.
7. Review FI test plans to ensure that testing for compliance with technical requirements, including, but not necessarily limited to, security, performance and capacity, is adequately addressed.
8. Review FI test results to ensure that expected results are achieved with respect to technical requirements.
9. Continuously monitor and assess the application and use of technical standards, methods and tools by the FI.
10. Monitor and assess both processes and outcomes for all aspects of technical architecture, design, implementation and operational performance by the FI. Continuously monitor, assess and evaluate processes, procedures, controls, key deliverables and other artifacts of FI performance for appropriate quality attributes, including, for example, effectiveness, contract compliance, adherence to applicable standards, traceability, consistency, completeness, accuracy and compliance with performance standards.
11. Perform independent risk and issue management. The Technical Architecture Support Consultant shall provide an independent executive-level perspective on the CA-MMIS DDI technical architecture and shall identify and facilitate early resolution of material project issues and risks.
12. The Technical Architecture Support Consultant shall work collaboratively with DHCS and the Project Management Consultant (PMC) to ensure that review, evaluation and monitoring of FI technical activities are conducted in a coordinated manner and that management of issues and risks is coordinated at the project level.
13. Provide monthly comprehensive written status reporting. The primary purpose of the written status report shall be to document in a concise form the findings, conclusions and

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recommendations arising from all of the tasks and activities performed by the Technical Architecture Support Consultant in accordance with this SOW. Written status reporting shall include, but not necessarily be limited to:

- a. Detailed discussion of DDI technical issues and risks identified during the reporting period, including recommendations for resolving each issue and risk, and the potential impact to the project if the issues and risks are not resolved;
 - b. An assessment of DDI project progress in its technical components, including probability of meeting/completing technical project milestones/deliverables and mitigating previously identified risks.
 - c. Review of the Technical Architecture Consultant staff loading plans for the upcoming three months and recommendations for adjustments or redirection of staff, if applicable;
 - d. Technical Architecture Consultant activities performed and Technical Architecture Consultant objectives, services, activities and other deliverables completed during the associated reporting period including copies of, and/or links to all associated documentation for each;
 - e. Technical deliverables completed by the FI Contractor and other contractors during the reporting period, whether the deliverables were accepted or not and if not, why not; including copies of, and/or links to all associated documentation for each;
 - f. Technical Architecture Consultant activities planned for the next reporting period; and
 - g. DDI technical milestones/deliverables expected to be met/completed in the next reporting period.
14. Critically evaluate FI claims. The Technical Architecture Support Consultant shall make use of the knowledge and experience of its staff, along with tracking, monitoring, and other information-gathering results, to inform a critical assessment and evaluation of FI status reporting and readiness claims on technical issues throughout the SDLC.
15. Maintain effective and timely communication with DHCS, in addition to the formal status reporting process. The Technical Architecture Support Consultant shall develop findings, conclusions and recommendations continuously for the duration of the SDLC. Oral and written reports shall be made to DHCS, as appropriate to ensure timely and effective management of technical issues and risks. It shall be the responsibility of the Technical Architecture Support Consultant to inform DHCS in a timely manner of all technical matters material to the successful completion of the CA-MMIS DDI. Concise discussion memoranda, issue papers, and review and assessment reports shall be prepared on specific topics if and when requested by DHCS.

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16. Collaborate, as directed, with other DHCS divisions and program staff in furtherance of the goals and objectives of this SOW.

VII. Plans and Reports**A. Plans and Reports Description**

1. This contract includes the following deliverables:
 - a. Consultant communication plan, to be prepared in accordance with Section VI.E.1 above.
 - b. Consultant staff loading plans, to be prepared in accordance with Section VI.E.2 above, and to be updated at least monthly.
 - c. Monthly written Status Reports, to be prepared monthly in accordance with Section VI.E.13 above.
 - d. Ad hoc analyses, reports and issue papers to be prepared as a result of the activities described in Section VI.E.15 above.

VIII. Subcontractor Changes

- A. The Contractor understands and agrees that award of this Contract and any options that are exercised is based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code § 999.5(e). A DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by DGS before beginning work.
- B. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for Contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).
- C. If a DVBE subcontractor is leaving the project, the replacement subcontractor must be qualified as a DVBE participant.
- D. If a DVBE subcontractor notifies the Contractor that they will be leaving the project, the Contractor must notify the CA-MMIS System Replacement Branch Chief or designee and DGS within two State business days after being notified with a written explanation of the reason for substitution.
- E. The Contractor must within ten (10) State business days from receipt of notification from the subcontractor make every reasonable effort to engage qualified replacement DVBE subcontractors and to provide its recommendations by submitting a completed copy of GSPD-05-105 (08/09) Bidder Declaration and the Std. 843 DVBE Declaration (if applicable) to the CA-MMIS System Replacement Branch Chief. The State reserves the right to validate DVBE compliance (including Commercially Useful Function) and approve replacement

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DVBE subcontractors before they start work. The CA-MMIS System Replacement Branch Chief or designee has up to five (5) State business days to approve or disapprove the selected replacement.

- F. The Contractor understands and agrees that award of this Contract and any options that are exercised is based in part on their commitment to use the California certified small business subcontractor(s) identified in their bid or offer. A California certified small business subcontractor may only be replaced by another California certified small business subcontractor and must be approved by the DGS before beginning work.
- G. The Contractor is required to provide the percentage of Small Business and DVBE specified in their bid for the actual contract amount, including any options that are exercised.

IX. Supervision

The Contractor shall arrange for satisfactory supervision of the contract work. All work shall be performed in a professional manner within the standards of the industry, using proper equipment, methods and materials.

X. Insurance Requirements

- A. Contractor agrees that the insurance requirements herein provided for shall be in effect at all times during the term of this contract and shall provide evidence of insurance prior to contract award. New certificates of insurance are subject to the approval of DGS, and Contractor agrees that no work shall be performed prior to approval.
- B. General Provisions Applying to All Policies
 - 1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) State business days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
 - 2. Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 calendar days' prior written notice to the State. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
 - 3. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
 - 4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

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5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
 6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 7. Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.
 8. Subcontractors – In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Contractor.

C. Insurance Requirements

1. Commercial General Liability – The Prime Contractor must furnish to DHCS a certificate of insurance stating that commercial general liability insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include the following endorsement:

Department of Health Care Services, State of California, its officers, agents, employees and servants are included as additional insureds, but only with respect to work performed under this contract.

- a. The certificate of insurance must be issued by an insurance company acceptable to the DGS Office of Risk and Insurance Management or be provided through partial or total self-insurance acceptable to DGS.
- b. The certificate of insurance must include the following provisions:
 - 1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to DHCS and
 - 2) The Contractor agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Contractor agrees to provide, at least 30 calendar days before 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 Agreement or for a period of not

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less than one year. New certificates of insurance are subject to the approval of DGS, and the Contractor agrees that no work or services shall be performed prior to such approval.

- c. DHCS will not be responsible for any premiums or assessment on the insurance policy.
- 2. Workers Compensation – The Prime Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, and agree to furnish the State satisfactory evidence thereof at any time the State may so request.

XI. RESPONSIBILITIES OF PARTIES**A. State Responsibilities**

- 1. Provide access to business and technical documents as necessary for the Contractor to complete the tasks.
- 2. Provide one Contract Management Officer to oversee and manage this contract. He/she will work with the Contractor to facilitate the successful completion of Contractor's obligations, will review and approve invoices for payment in accordance with contract terms, and will resolve contract issues in a timely manner.
- 3. Allow designated personnel time to attend Contractor meetings and discussions to facilitate the completion of required contract deliverables/tasks.
- 4. Provide building access, which may include issuance of a building access keycard.
- 5. Provide access to copying machine and a fax machine.
- 6. Provide a work station at the project site in West Sacramento, California.

B. Contractor Responsibilities

- 1. Contractor shall designate one project representative to oversee the management and requirements of the contract. The Contractor's project representative will work directly with the CA-MMIS System Replacement Branch Chief.
- 2. The Contractor shall use Microsoft Office or other tools approved by the CA-MMIS System Replacement Branch Chief in the preparation of all project correspondence and deliverables.
- 3. The Contractor shall store all project work papers, hardcopy and electronic copy, in the file structures established by the DHCS Project Management Office.

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4. All Contractor staff assigned to the Technical Architecture Support Consultant must comply with all DHCS security and confidentiality policies and procedures, as provided by DHCS upon the Contractor's arrival at the project site.
 5. Contractor shall adhere to DHCS policies, i.e., policy on identification, badges/keycards and requirements for cardholders. This includes returning the card upon completion of contract.
 6. Services provided under this contract shall be performed by Contractor in a manner that will not disrupt the operational needs of the State.
 7. All buildings, appurtenances, and furnishings shall be protected by Contractor from damage caused by work performed under this contract. Such damages to the foregoing, upon approval by the State, shall be repaired and/or replaced at Contractor's expense by State approved methods, so as to restore the damaged areas to their original condition.
 8. 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.
 9. Contractor is responsible for the health and safety protection of its employees in the performance of this contract.

XII. BUDGET DETAIL AND PAYMENT PROVISIONS

- A. The Contractor shall invoice DHCS monthly in arrears, in triplicate, detailing the completed tasks, the actual consultant hours worked, the applicable hourly rates, and the total fees due. Billing for fractional hours, in one-quarter hour increments shall be permitted.

- B. Contractor Travel

Contractor travel, lodging and per diem expenses within the Contractor's headquarters location or consultants' residences to the worksite designated by DHCS as the main worksite for the purposes of this contract, WILL NOT BE COMPENSATED UNDER THIS CONTRACT. Under circumstances where the CA-MMIS System Replacement Branch Chief directs the Contractor to attend meetings, consult with DHCS staff, etc., in another area or region of California, the Contractor will receive travel and related expenses, provided the CA-MMIS System Replacement Branch Chief gives prior written approval for the expenses. All approved travel and related expenses shall be compensated in accordance with the Department of Personnel Administration, Rules for Reimbursement for Excluded Employees website: <http://www.dpa.ca.gov/personnel-policies/travel/rules-for-excluded-employees-menu.htm>.

- C. Invoice Content

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1. Payments will be approved by the CA-MMIS System Replacement Branch Chief. Invoices submitted for payment must be submitted in triplicate and include:
 - a. Contract number;
 - b. Invoice number;
 - c. Invoice date;
 - d. Date(s) service performed;
 - e. Personnel name, classification, rate per hour, and hours worked; and
 - f. A certification statement signed by a company official, attesting to the accuracy of the invoice data.
 2. 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.
- D. All invoices must be submitted directly to:
- Department of Health Care Services
CA-MMIS System Replacement Branch Chief
830 Stillwater Road, MS 4727
West Sacramento, CA 95605
- E. 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.
- F. This contract, so far as it relates to DHCS 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.
- G. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code section 927 et seq.

XIII. CONTRACT PERFORMANCE

- A. DHCS 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 DHCS' conditions, requirements

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or other applicable standards, specifications, or guidelines, the following resolution process will be employed except as superseded by other binding processes:

1. DHCS 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 DHCS 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. DHCS 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 DHCS 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. DHCS 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.

XIV. PROBLEM RESOLUTION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to DHCS' 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 DHCS personnel. DHCS 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. DHCS personnel include, but are not limited, to the following:

- A. First level, CA-MMIS System Replacement Branch Chief.
- B. Second level, the CA-MMIS State Project Director.

XV. CONFLICT OF INTEREST

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

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Current State Employees (Public Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e)).

XVII. POINTS OF CONTACT**Contractor Contract Manager:**

Name, Title: To be completed upon Agreement award

Address:

Telephone Number:

Fax Number:

Email address:

DHCS, CA-MMIS Contract Manager:

Name, Title: To be completed upon Agreement award

Address:

Telephone Number:

Fax Number:

Email address:

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EXHIBIT D

EXHIBIT D: IT FEDERAL TERMS AND CONDITIONS*(For federally funded Information Technology (IT) service contracts)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

Index of Terms and Conditions

1. [Federal Equal Employment Opportunity Requirements](#)
2. [Federal Contract Funds](#)
3. [Air or Water Pollution Requirements](#)
4. [Debarment and Suspension Certification](#)
5. [Use of Small, Minority Owned and Women's Businesses](#)
6. [Procurement Rules](#)
7. [Alien Ineligibility Certification](#)
8. [Lobbying Restrictions and Disclosure Certification](#)

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EXHIBIT D

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements.)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of

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Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to DHCS by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

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- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

3. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

4. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4),

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debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

- (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS program funding this Contract.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

5. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with commercial businesses, nonprofit organizations, institutions of higher education, or hospitals.)

- a. Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.
- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the Contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

6. Procurement Rules

(Applicable to all agreements in which equipment, miscellaneous property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed with state or federal funds.)

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a. Equipment definitions

Wherever the term equipment and/or miscellaneous property is used, the following definitions shall apply:

- (1) **Major equipment:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more that is listed on the DHCS Asset Management Unit's Minor Equipment List and is either furnished by DHCS or the cost is reimbursed through this Agreement. Contractors may obtain a copy of the Minor Equipment List by making a request through the DHCS Program Contract Manager.
- (3) **Miscellaneous property:** A specific tangible item with a life expectancy of one (1) year or more that is either furnished by DHCS or the cost is reimbursed through this Agreement. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.

b. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment purchased through DHCS' Purchasing Unit. The cost of equipment purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment specifications for those items that DHCS must procure. DHCS may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with DHCS. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee,

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officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.

- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- c. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- d. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- e. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- f. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- g. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b of Provision 6 by giving the Contractor no less than 30 calendar days written notice.

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7. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

8. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded contracts in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in [Exhibit D \(Attachment 1\)](#), consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in [Exhibit D \(Attachment 2\)](#), entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

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b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

EXHIBIT E: HIPAA BUSINESS ASSOCIATE ADDENDUM

I. Recitals

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.
- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.

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- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if

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needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

1. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
 - a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative,

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technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.

3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;
 - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

- D. Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. Business Associate's Agents and Subcontractors.

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

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2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. Availability of Information to DHCS and Individuals. To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. Amendment of PHI. To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.

H. Internal Practices. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.

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I. Documentation of Disclosures. To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

J. Breaches and Security Incidents. During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

1. **Notice to DHCS.**(1) To notify DHCS **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the DHCS ITSD Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

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2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. Within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer.
 3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.
 4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
 5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.

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6. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Statement of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

- K. **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

- L. **Due Diligence.** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

- M. **Sanctions and/or Penalties.** Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of DHCS

DHCS agrees to:

- A. **Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy in the left column and "Notice of Privacy Practices" on the right side of the page).

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- B. *Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. *Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

V. Audits, Inspection and Enforcement

- A.** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':
1. Failure to detect or
 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:

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1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

C. *Judicial or Administrative Proceedings.* Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

D. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

A. *Disclaimer.* DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. *Amendment.* The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:

1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or

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2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. Interpretation.** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. Regulatory References.** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. Survival.** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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Attachment A**Business Associate Data Security Requirements****I. Personnel Controls**

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

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- E. Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. Data Destruction.** When no longer needed, all DHCS PHI or PI must be wiped using the Gutmann or US Department of Defense (DOD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the DHCS Information Security Office.
- I. System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

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- M. *Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

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

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

V. Paper Document Controls

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

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- C. Confidential Destruction.** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. Removal of Data.** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. Mailing.** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained

EXHIBIT F: INFORMATION CONFIDENTIALITY AND SECURITY REQUIREMENTS

1. Definitions. For purposes of this Exhibit, the following definitions shall apply:

- A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
- B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
- C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
- D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.

- 2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
- 3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
- 4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
- 5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

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6. The Contractor shall observe the following requirements:

A. Safeguards. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of DHCS. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, including at a minimum the following safeguards:

1) Personnel Controls

- a. Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- b. Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- c. Confidentiality Statement.** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- d. Background Check.** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

2) Technical Security Controls

- a. Workstation/Laptop encryption.** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- b. Server Security.** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

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- c. **Minimum Necessary.** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- d. **Removable media devices.** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- e. **Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. **Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- g. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- h. **Data Destruction.** When no longer needed, all DHCS PHI or PI must be wiped using the Gutmann or US Department of Defense (DOD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the DHCS Information Security Office.
- i. **System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. **Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

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- k. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
 - l. **Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
 - m. **Transmission encryption.** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
 - n. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3) Audit Controls

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

4) Business Continuity / Disaster Recovery Controls

- a. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- b. **Data Backup Plan.** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore

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DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

5) Paper Document Controls

- a. Supervision of Data.** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
 - b. Escorting Visitors.** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
 - c. Confidential Destruction.** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
 - d. Removal of Data.** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
 - e. Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
 - f. Mailing.** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.
- B. Security Officer.** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with DHCS.
- C. Discovery and Notification of Breach.** The Contractor shall notify DHCS **immediately by telephone call plus email or fax** upon the discovery of breach of security of PSCI in computerized form if the PSCI was, or is reasonably believed to have been, acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration **or within twenty-four (24) hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PSCI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The Contractor shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>. If the incident occurs after business hours or on a weekend or holiday and involves electronic

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PSCI, notification shall be provided by calling the DHCS Information Technology Services Division (ITSD) Help Desk. Contractor shall take:

- 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
- 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

D. Investigation of Breach. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI and within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

E. Written Report. The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

F. Notification of Individuals. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

7. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
8. **Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

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DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Statement of Work exhibit for Program Contract Manager information	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

9. **Audits and Inspections.** From time to time, DHCS may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Contractor shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this ICSR exhibit.

Question and Answers for Bid #11-88306 - Technical Architecture Support 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.

Question Deadline: Feb 3, 2012 5:00:00 PM PST