

Addendum 5 to RFO HSR11-42  
NOTICE TO PROSPECTIVE CONTRACTORS

May 8, 2012

TO ALL INTERESTED BIDDERS:

This is Addendum 5 to the above referenced Request for Offer (RFO) HSR11-42 entitled Application Infrastructure Support (AIS). The Department of General Services, Procurement Division (DGS/PD) is soliciting offers for the California High-Speed Rail Authority (CHSRA) link to RFO at: [http://www.cahighspeedrail.ca.gov/business\\_job\\_opportunities.aspx](http://www.cahighspeedrail.ca.gov/business_job_opportunities.aspx)

The purpose of this addendum is change the contract term to reflect an interim solution until the State can take over support of the AIS.

This addendum supersedes and replaces Addendum(s) 3 and 4 in their entirety.

**Responses MUST BE SUBMITTED USING THE ATTACHED RFO HSR11-42, per Addendum 5, dated 5/8/2012.**

BIDDERS ARE ENCOURAGED TO CAREFULLY READ THE ENTIRE ADDENDUM. THE NEED TO VERIFY ALL DOCUMENTATION AND RESPONSES PRIOR TO THE SUBMISSION OF YOUR RESPONSE TO THE RFO CANNOT BE OVER EMPHASIZED.

DGS/PD contact information:

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

Questions regarding the RFO or addenda must be submitted to the DGS/PD contact above.

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

Attachment: Per Addendum 5, RFO HSR11-42, dated May 8, 2012.

REQUEST FOR OFFER  
Notice to Prospective Contractors  
Addendum 5

May 8, 2012

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

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions executed under the DGS/PD, Master Services Agreement Number(s) 5-10-70-01 through 5-10-70-120 for IT Consulting Services. By submitting an offer, your firm agrees to the terms and conditions as stated in this RFO and your proposed MSA contract. Contract shall be for a three (3) months, with the State's option to amend the contract for fifteen (15) one month extension periods, or portion thereof.

Please read the attached document carefully. The RFO due date is May 14, 2012 **at 2:00 PM**. DGS/PD contact information:

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

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

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

*Original Signed*

William Rodriguez  
Procurement Official  
Department of General Services  
Procurement Division

## General Information

### A. Background and Purpose

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

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

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

More information about the CHSRA Project can be found at:

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

Bidders are advised that this is an *interim solution* until the State can take over support of the AIS.

### B. Key Dates

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

Events	Date
Release of RFO	April 19, 2012
Last Day to Submit Questions or to Request Changes to the RFO Requirements	April 27, 2012
RFO Response Submission Due Date (2:00 PM, PST)	May 14, 2012
Selection Review/Approval	May 18, 2012
Proposed Award Date	May 23, 2012

### C. RFO Response Requirements

This RFO and the Contractors response to this document will be made part of the procurement contract file. Responses must contain all requested information and data and conform to the format described in the RFO. It is the Contractors responsibility to provide all necessary information for the State to evaluate the response, verify requested information and to determine the Contractors ability to perform the tasks and activities defined in the Statement of Work (SOW), Attachment 8; Cost Worksheet, Attachment 7; and Administrative Requirements as specified in the RFO. This RFO will be awarded on "**ALL OR NONE**" basis, meaning **ALL** Tasks and Deliverables **MUST BE BID**.

#### D. Submission of Offer

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

**Shipping Label:**

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

***PLEASE DATE AND TIME STAMP IMMEDIATELY UPON RECEIPT***

**SUBMITTED OFFERS THAT ARE UNSEALED MAY BE REJECTED.**

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

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

## **E. Evaluation Process**

The evaluation process will follow the steps listed below:

### **1. Receipt of Offers & Opening**

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

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

Offers will not be publicly opened.

### **2. Validation of Requirements**

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

### **3. Evaluation**

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

- Cost
- Staff Qualifications

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

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

**Step 2** ⇒ Each proposal responsive to Step 1 will then be evaluated for responsiveness to meeting the Technical Criteria Requirements. Evaluation factors will be assigned maximum possible points so that the relative weight for each factor in the evaluation process is represented by its total possible score. Total maximum score for Step 2 will be 45 points

**Step 3** ⇒ ONLY "responsive" proposals from Step 2 will be scored for Cost. Cost will be weighted at fifty (50) percent of the total evaluation criteria value for the RFO. The grand total cost of both the initial three-month contract term and fifteen optional one-month extension period(s) and the hourly rate for scheduled and unscheduled afterhours maintenance will be calculated as specified

in the Cost Worksheet, Attachment 8, to form the total cost evaluation criteria for purpose of choosing the overall low bid. Total maximum score for Step 3 will be 45 points.

Cost Tables will be verified for mathematical accuracy. Errors will be resolved in accordance with the RFO. After verification of costs, points will be assigned, as described herein.

Evaluation of Technical Criteria (45 points maximum)

Years of experience with Application Infrastructure Support (AIS) will be evaluated based on criteria specified in the table below. A score of 2 will be assigned to Bidders with 3 years of experience in each category. Bidders with more than 3 years will be awarded 5 points. If the proposal exceeds the minimum years of AIS experience for all of the AIS program categories, the resulting maximum score would be 45 points.

**BIDDER’S RESUME(S) MUST INDICATE NUMBER OF YEARS OF AIS EXPERIENCE.**

Score	Number of Years of Application Infrastructure Support (AIS) Experience
0	Proposals fail to meet the minimum years of AIS experience, i.e. configuration, updating and maintenance of the programs as specified in the RFO. Evaluators are unable to determine number of years of AIS experience based on the information outlined in the Bidder’s resumes.
2	Proposals meet the minimum years of AIS experience, i.e. development, installation, configuration, updating and maintenance of the programs as specified in the RFO. Evaluators have a good degree of confidence in the Bidder’s work experience based on information outlined in the resumes.
5	Proposals exceeds the minimum years of experience of working with Application Infrastructure Support, i.e. development, installation, configuration, updating and maintenance of the programs specified in the RFO. Evaluators have the highest degree of confidence in the Bidder’s work experience based on the information outlined in the resumes.

Cost Information (45 points)

The State will award 45 points to lowest (cost) responsive, responsible offer. A proportional number of points will be awarded to the offers as they follow the lowest offer, as demonstrated in the following example:

	<u>Offer Amount</u>	<u>Formula</u>
Lowest Offer:	\$40,000	Low Offer = 45 points
Offer A:	\$50,000	$\frac{\$40,000 \text{ (Low Offer)}}{\$50,000 \text{ (Offer A)}} = 0.8 \times 45 = 36 \text{ points}$
Offer B:	\$60,000	$\frac{\$40,000 \text{ (Low Offer)}}{\$60,000 \text{ (Offer B)}} = 0.667 \times 45 = 30 \text{ points}$

The Low Offer would be awarded the 45 points, followed by Offer A with 36 points and Offer B with 30 points. These points will be the suppliers Total Score for the Cost Section.

4. Selection

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

## F. Evaluation Point Summary

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

<b>ADMINISTRATIVE ATTACHMENTS</b>		<b>Maximum Points Possible</b>
1	Administrative Attachments Criteria	Pass/Fail
2	Resumes Criteria	Pass/Fail
3	Organizational Chart	Pass/Fail
<b>TECHNICAL CRITERIA</b>		<b>Maximum Points Possible</b>
	Number of Years of experience working with implementation, configuration and maintenance of the following systems:	
1	Number of Years AIS experience working with <b>Juniper VPN Server</b>	5
2	Number of Years AIS experience working with <b>Virtualization Platform: VMware, VSphere, VMware ESX 4.1</b>	5
3	Number of Years AIS experience working with <b>Windows 2008+ Update Servers, File Server and Print Server</b>	5
4	Number of Years AIS experience working with <b>Domain Controller and Backup Domain Controller</b>	5
5	Number of Years AIS experience working with <b>Virtual Desktop</b>	5
6	Number of Years AIS experience working with <b>Trapeze Network (SmartPass/RingMaster)</b>	5
7	Number of Years AIS experience working with <b>WireShark (Network Analysis Program)</b>	5
8	Number of Years AIS experience working with <b>Network and Server Security (i.e. Kaspersky)</b>	5
9	Number of Years AIS experience working with <b>SQL Database</b>	5
<b>Technical Criteria Points Total</b>		<b>45</b>
<b>COST WORKSHEET</b>		<b>Maximum Points Possible</b>
1	Grand Total Cost (Initial 3-months term plus 15 optional months). *	45
<b>Cost Points Total</b>		<b>45</b>

<b>TOTAL MAXIMUM SCORE</b>		<b>Maximum Points Possible</b>
	<b>TECHNICAL CRITERIA</b>	<b>45</b>
	<b>COST WORKSHEET*</b>	<b>45</b>
<b>Grand Total</b>		<b>90</b>

**\* The grand total of the Cost Worksheet is for bid evaluation purposes only and does not obligate the State to utilize the entire amount.**

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**ATTACHMENT 1**

**RFO Response Check List**

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

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

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Bid/Bidder Certification Sheet
_____ Attachment 3	Required Bidder Declaration Forms
_____ Attachment 4	Payee Data Record (STD 204)
_____ Attachment 5	Organization chart and Staff Resumes
_____ Attachment 6	Contractor Data Security Standards
_____ Attachment 7	Confidentiality Statement
_____ Attachment 8	Cost Worksheet

**THE STATE MAKES NO WARRANTY THAT THE CHECK LIST IS A FULL COMPREHENSIVE LISTING OF EVERY REQUIREMENT SPECIFIED IN THE RFO. CHECKING OFF THE ITEMS ON THE CHECK LIST DOES NOT ESTABLISH YOUR FIRM'S INTENT NOR DOES IT CONSTITUTE RESPONSIVENESS TO THE REQUIREMENT(S).**

**THE CHECKLIST IS ONLY A TOOL TO ASSIST PARTICIPATING BIDDERS IN COMPILING THEIR FINAL RESPONSE TO THE RFO.**

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## ATTACHMENT 2

### **Bid/Bidder Certification Sheet**

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

- A. Our all-inclusive bid is submitted as detailed in Attachment 8, Cost Worksheet
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

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

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

## **ATTACHMENT 3**

### **Required Declaration Forms**

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

- [Click](#) here to access the Bidder Declaration (GSPD-05-105 Written).  
<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>
- [Click](#) here to access the DVBE Declarations document.  
<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843.pdf>

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**ATTACHMENT 4**

**Payee Data Record (STD 204)**

The Payee Data Record is available at the following website:

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

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**ATTACHMENT 5**

**Organizational Chart and Resumes**

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

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## ATTACHMENT 6

### CHSRA Data Security Standards

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

#### 1. General Security Controls

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

- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

j. **Data Sanitization.** All CHSRA data must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CHSRA data is no longer needed.

## 2. System Security Controls

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

## 3. Audit Controls

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

## 4. Business Continuity / Disaster Recovery Controls

- a. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CHSRA data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

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

**5. Paper Document Controls**

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

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Print Name

Signature

Title of Authorized Representative

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**ATTACHMENT 7**

**Confidentiality Statement**

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees will not disclose any documents, diagrams, information and information storage media made available to us by the State for the purpose of responding to RFO #HSR11-42 or in conjunction with any contract arising there from. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the State will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the State and third parties. I authorize the State to inspect and verify the above.

I warrant that if my company is awarded the contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

\_\_\_\_\_ (Signature of representative)                      \_\_\_\_\_ (Date)

\_\_\_\_\_ (Typed name of representative)

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**ATTACHMENT 8**

**Cost Worksheet**

Bidders are to provide a firm fixed rate for the hardware and software maintenance as described in the Statement of Work and an hourly rate for scheduled and unscheduled afterhours maintenance.

**Contract Term (3 Months)**

<b>Item</b>	<b>Cost</b>	<b>Extension</b>	<b>Total</b>
Monthly Cost for Hardware and Software Maintenance as described in the Statement of Work		3	
Hourly Rate for Scheduled and Unscheduled Afterhours Maintenance		38	
<b>Total</b>			

**Optional Months (Month 4 through 18)**

<b>Item</b>	<b>Cost</b>	<b>Extension</b>	<b>Total</b>
Monthly Cost for Hardware and Software Maintenance as described in the Statement of Work		15	
Hourly Rate for Scheduled and Unscheduled Afterhours Maintenance		188	
<b>Total</b>			
<b>Grand Total (Initial 3 months + 15 optional months)*</b>			

**\*The grand total is for evaluation purposes only and does not obligate the State to utilize the entire amount.**

Bidders must provide the MSA Classifications that will be used for the RFO services. The State will take the hourly rate proposed for each staff and multiply it by 1560 hours, then sum the amounts for all staff. The amount total must match the total amount bid for the monthly cost in the tables above. For each optional month, the State will take the hourly rate proposed for each staff and multiply it by 520 hours, then sum the amounts for all staff. Bidders that exceed the hourly rate allowable in the MSA will be rejected.

<b>MSA Classification</b>	<b>MSA Hourly Rate</b>	<b>Discounted Hourly Rate</b>

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2 The term of this Agreement is: through

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

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

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

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

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

**CONTRACTOR**

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**California Department of General Services Use Only**

Exempt

**EXHIBIT A**

**STATEMENT OF WORK**

**A. Introduction**

The Contractor shall provide Application Infrastructure Support (AIS) to the California High Speed Rail Authority (CHSRA). The Contractor shall provide three fulltime staff resources with the knowledge and ability to provide support services for the following:

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

**B. Services Required**

1. The Contractor must provide Application/Network maintenance, upgrades, and updates support for the following:

<b>PROGRAM</b>	<b>TECHNICAL DESCRIPTION</b>
<b>Juniper VPN Appliances</b>	Contractor shall configure and maintain Juniper VPN application on State furnished Juniper VPN Appliances that will support CHSRA’s requirements. <ul style="list-style-type: none"><li>• Juniper VPN licenses are State furnished</li><li>• Contractor shall maintain Juniper VPN Appliance (on State furnished server) functionality at 97% of the time</li></ul>
<b>VMWare V-Sphere</b>	Contractor shall configure and maintain V-Sphere which is a vmware (graphic hypervisor) used to control vmware on-site on State furnished server that will support CHSRA’s requirements. <ul style="list-style-type: none"><li>• Contractor shall maintain VMWare and Vsphere (on State furnished server) functionality at 97% of the time</li></ul>
<b>VMware ESX 4.1</b>	Contractor shall install, configure and maintain Vmware ESX 4.1 on IBM 3850 X5 running on twenty-three (14+) State furnished virtual machines that will support CHSRA’s requirements for maintenance and upgrades. <ul style="list-style-type: none"><li>• Vmware ESX 4.1 licenses are State furnished</li><li>• State furnished operating system is Windows 2008+</li><li>• Contractor shall update and maintain Windows 2008+ Servers functionality at 97% of the time</li><li>• Contractor shall ensure that Windows 2008+ updates are pushed to other CHSRA’s systems as necessary</li></ul>

PROGRAM	TECHNICAL DESCRIPTION
<b>Window 2008+ Update Server</b>	<p>Contractor shall configure and maintain Windows 2008+ Server on State furnished server that will support CHSRA's requirements.</p> <ul style="list-style-type: none"> <li>• State furnished operating system is Windows 2008+</li> <li>• Contractor shall maintain File Server functionality at 97% of the time</li> <li>• Contractor shall maintain Print Server functionality at 97% of the time</li> </ul>
<b>File Server and Print Server</b>	<p>Contractor shall configure and maintain File Server and Print Server on two (2) separate State furnished servers that will support CHSRA's requirements.</p> <ul style="list-style-type: none"> <li>• File Server and Print Server are State furnished</li> <li>• Contractor shall maintain Domain Controller and Backup Domain Controller functionality at 97% of the time</li> </ul>
<b>Domain and Backup Domain Controller</b>	<p>Contractor shall maintain, update Domain and Backup Domain Controller on State furnished SQL 2008 R2 Server that will support CHSRA's requirements.</p> <ul style="list-style-type: none"> <li>• Domain and Backup Domain Controller are State furnished</li> <li>• State furnished operating system is Windows 2008+</li> <li>• Contractor shall maintain Virtual Desktop Server functionality at 97% of the time</li> </ul>
<b>Virtual Desktop</b>	<p>Contractor shall configure and maintain Virtual Desktop on State furnished server that will support CHSRA's requirements.</p> <ul style="list-style-type: none"> <li>• Virtual Desktop runs on Kaspersky Administration services</li> <li>• State furnished operating system is Windows 2008+</li> <li>• Contractor shall maintain Trapeze SmartPass and Trapeze RingMaster functionality at 97% of the time</li> </ul>
<b>Trapeze Suite (Wireless System)</b>	<p>Contractor shall configure and maintain Trapeze Smartpass and Trapeze Ringmaster (for wireless system) on State furnished server that will support CHSRA's requirements.</p> <ul style="list-style-type: none"> <li>• Trapeze Smartpass and Trapeze Ringmaster are State furnished</li> <li>• Contractor shall maintain WireShark functionality at 97% of the time</li> </ul>
<b>WireShark (Network Analysis Program)</b>	<p>Contractor shall configure and maintain WireShark (Network Analysis Program) that will support CHSRA's requirements</p> <ul style="list-style-type: none"> <li>• WireShark is State furnished</li> <li>• Contractor shall maintain Network and Server Securities functionality at 99% of the time</li> </ul>
<b>Kaspersky Network and Server Securities</b>	<p>Contractor shall work with CHSRA staff to provide maximum security to CHSRA servers and network on State furnished server that will support CHSRA's requirements.</p> <ul style="list-style-type: none"> <li>• CHSRA servers and network are State furnished</li> <li>• Contractor shall maintain SQL Database server, data, data security functionality at 99% of the time</li> <li>• SQL Database for reporting purposes must be available to retrieve data for Thirty-Five (35) plus years.</li> </ul>

PROGRAM	TECHNICAL DESCRIPTION
SQL Database	Contractor shall maintain and configure and maintain SQL Server 2008+ for CHSRA data warehousing, data management and reporting server on State furnished server that will support CHSRA's requirements. <ul style="list-style-type: none"> <li>• SQL Server 2008+ is State furnished</li> <li>• Contractor shall maintain SQL Database Server functionality at 97%</li> </ul>

Functionality at 97% and 99% will be based on the following calculation:

Availability %	Downtime per year	Downtime per month	Downtime per week
97%	10.96 days	21.6 hours	5.04 hours
99% ("two nines")	3.65 days	7.20 hours	1.68 hours

2. Scheduled and Unscheduled Afterhours Maintenance:
  - a) The Contractor shall, to the furthest extent possible, perform all maintenance support during normal business hours. If the maintenance support will impact the CHSRA's operational needs, the Contractor shall then coordinate with the CHSRA IT Manager scheduled afterhours maintenance support.
  - b) Scheduled afterhours maintenance must be approved, in writing, by the CHSRA IT Manager prior to performing the maintenance.
  - c) The Contractor shall be available to respond to unscheduled afterhours maintenance.
  - d) The Contractor is required to respond within two (2) hours to any system alerts which impact the availability of the CHSRA programs listed in the table above.
  - e) The Contractor shall resolve all system alerts within two (2) hours of response. If the Contractor is unable to resolve the system alert, they must notify the CHSRA IT Manager and provide a status update of the problem.
  - f) The Contractor may respond to and resolve system alerts either remotely or onsite.
  - g) The Contractor must notify the CHSRA IT Manager via email of all system alerts which required Contractor response.
  - h) After the system alert and problem have been resolved, the Contractor must provide to the CHSRA IT Manager, within three (3) State work days, a detailed written description of the system alert and problem, the steps taken to resolve the problem, and the start and end times for the problem resolution.
  
3. Other Contractor Service Requirements:
  - a) Attendance to all IT AIS related meetings. The CHSRA IT Manager will provide the Contractor with timely notification of the meetings.
  - b) Provide knowledge transfer to CHSRA staff. The knowledge transfer must be a combination of hands on training and experience and written procedure manuals. The knowledge transfer must encompass all the hardware and software supported by the Contractor for this contract. The procedure manual must be approved by the CHSRA IT Manager.
  - c) Provide CHSRA with all information related to IT change management processes.
  - d) Work with CHSRA regarding IT change management and obtain prior written authorization from CHSRA before implementing the approved changes.
  - e) Work with CHSRA staff to develop IT AIS related assessments and recommendations.
  - f) Provide status and progress reports of all application infrastructure support services and any ad hoc reports as requested by designated CHSRA's personnel.
  - g) Use State approved standard security measures to protect storage media containing CHSRA data:
  - h) Adhere by the provisions outline in the CHSRA Data Security Standards.
  
4. Staffing Requirements
  - a) The Contractor must provide three (3) fulltime staff resources onsite at the CHSRA Monday through Friday 8:00AM to 5:00PM. The Contractor may adjust the staff hours of work with written approval from the CHSRA IT Manager.
  - b) The Contractor must provide replacement staff with the same or better qualifications within five (5) State working days after a Contractor staff resource becomes unavailable to work.

The Contractor must submit to the CHSRA IT Manager the replacement staff's resume for review. The replacement staff is not authorized to begin work until the Contractor receives approval from the HSRA IT Manager.

- c) If, at any time, the Contractor does not provide three (3) fulltime staff resources onsite at the CHSRA, the Contractor shall immediately notify the CHSRA IT Manager in writing and provide a credit to the State on the Contractor's invoice. The Contractor shall prorate the monthly rate, basing the amount on the number of hours for the month (520 hours for 3 FTE) less the actual number of hours in which there was less than three (3) fulltime staff onsite.
5. Transition Support  
The Contractor shall work with CHSRA to transition support from the current vendor. During the transition period, the Contractor shall work in cooperation with CHSRA and the current vendor to ensure a successful transition. The CHSRA will coordinate the work between the Contractor and the current vendor.
  6. Transition to State Support: The CHSRA will transition support services from the Contractor to the State during the term of this contract.
    - a) The Contractor shall develop a Transition Plan that identifies the CHSRA AIS components, roles and responsibilities of the Contractor and CHSRA during the transition, and an estimated time schedule for transition activities. The Transition Plan is due to CHSRA sixty (60) days after contract execution and must be approved by the CHSRA IT Manager.
    - b) Prior to the term end of this contract, each party shall assist the other in the orderly close out of the contract and the transfer of all assets, tangible and intangible, to facilitate the non-disrupted business continuation of each party.
    - c) The Contractor shall coordinate transition activities with CHSRA and State representatives.

#### **C. State Responsibilities**

1. Provide access to business and technical documents for the contractor to complete the services required.
2. Provide one State contract administrator to oversee and manage this contract. The administrator will work with the Contractor to facilitate successful completion of Contractor's obligations, will review and approve invoices for payment in accordance with contract terms, will attend Contractor meetings and discussions to facilitate the completion of contract requirements, and will resolve contract issues in a timely manner.
3. Provide building access which may include issuance of a building access keycard.
4. Provide a workspace at the CHSRA project site.
5. Provide all Servers, Appliances, Applications, Operating Systems and Licenses described in the Statement of Work for this Agreement.

#### **D. Contractor's Responsibilities**

1. Contractor shall designate one project representative to oversee the management and requirements of the contract. The Contractor's project representative will work directly with CHSRA's Information Technology (IT) Manager or designated CHSRA staff.
2. Contractor shall adhere to all CHSRA security policies, including but not limited to; policy on identification badges/keycards and requirements for cardholders. This includes returning the card upon completion of contract.
3. Services provided under this contract shall be performed by Contractor in a manner that will not disrupt the operational needs of the State.
4. All buildings, appurtenances, and furnishings shall be protected by Contractor from damage caused by work performed under this contract. Such damages to the foregoing, upon approval by the State, shall be

repaired and/or replaced at Contractor's expense by State approved methods, so as to restore the damaged areas to their original condition.

5. Contractor shall ensure that individuals assigned to this contract (employees and/or subcontractors) will exercise all necessary caution to avoid any injury to persons or any damage to property.
6. Contractor's employees (or subcontractors) shall participate in any emergency disaster exercises while they are working inside the CHSRA facilities.

#### **E. Project Site**

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

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

#### **F. Travel**

Travel will not be required or reimbursed by the State for this contract.

#### **G. Contract Term**

The term of this contract shall be for three (3) months, with the State's option to amend the contract for fifteen (15) one month extension periods. The State may exercise multiple option months at one time. Original evaluated contract pricing for the three (3) months and the fifteen (15) one month extension periods will be in effect for the entire contract term.

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

#### **H. Contract Amendment**

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

#### **I. Follow-on Contracts**

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



3. **Prompt Payment Clause**

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

4. **Contractor Overpayments**

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

## **EXHIBIT C**

### **GENERAL TERMS AND CONDITIONS**

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

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

You may view these documents using the following links:

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

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

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

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

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

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

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

#### **A. Excise Tax**

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

#### **B. Settlement of Disputes**

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

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

#### **C. Agency Liability**

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

#### **D. Potential Subcontractors**

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

#### **E. Funding Availability**

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