

REQUEST FOR OFFER

California Highway Patrol

RFO #048CP2404

MSA # 5-22-70-25-001 through 358

Dispatch Technical Services Consultants

Technology, Digital and Data Consulting (TDDC)

Master Service Agreement (MSA)

Release Date: 05/07/2025

You are invited to review and respond to this Request for Offer (RFO) for information technology consulting services for the California Highway Patrol's (CHP) communications centers dispatch systems. To submit an offer for these services, you must comply with the instructions contained in this document as well as the requirements stated in the Statement of Work (SOW), Exhibit A. By submitting an offer, your firm agrees to the terms and conditions stated in this RFO, and your Technology, Digital and Data Consulting (TDDC) Master Service Agreement (MSA) contract.

Read the attached documents carefully. The RFO due date is **May 21,2025**, by 11:00 AM. Responses to this RFO and any required copies must be submitted by mail or delivery, clearly labeled to the department contact specified within.

Department Contact:

Matthew Macdonald
California Highway Patrol
Business Services Section – Contracts Services Unit
601 North 7th Street, Building B
Sacramento, CA 95811
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California Highway Patrol
Dispatch Technical Services Contractors
Attachment 1

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1 BACKGROUND AND PURPOSE

The purpose of this contract is to procure consulting services for the California Highway Patrol (CHP) Communications Centers Support Section (CCSS) for ongoing maintenance support of Central Square Technology (CST) Commercial off-the-shelf software for CHP's Computer Aided Dispatch (CAD) system, Next Generation 9-1-1 (NG9-1-1), and related systems required to support a communications center. This Request for Offer (RFO), and associated Statement of Work (SOW), defines the activities within the scope of this Agreement. The services provided by the Consultants shall include support and administration of the CAD Citrix environment, CST software upgrades and configuration, and personal computer equipment optimization and support. Also included are operational, preventive, and corrective activities to ensure that the availability and performance of the CAD and dispatch systems remains at optimal levels.

In November 2009, the CHP implemented the CST CAD system for use at the Department's 24 communications centers statewide and two training academies. In June 2013, the CST CAD added the Department of Parks and Recreation (DPR) and Department of Fish and Wildlife (DFW). The goal is for the consultants to provide the services necessary to keep the CAD system working at optimal level for CHP, DPR, and DFW, ensure the CAD allows dispatchers to access resource information across jurisdictions and save dispatchers the need to make time consuming phone calls to determine where the closest resources are during critical events, thus improving public and peace officer safety. The consultants will provide support for related systems required within the communications center environment, including geographic information systems (GIS), audio and incident logging systems, and CAD system integrations.

2 KEY ACTION DATES

Listed below are the Key Action Dates and times by which the actions shall be completed. If the Department deems it necessary to make changes to any of these dates, an Addendum to this RFO will be released.

EVENT	DATE
1. Release of RFO	05/07/2025
2. Submission of Questions	5/12/2025 by 11:00 am PST
3. Response to Questions	5/15/2025
4. Submission of Offers	05/21/2025 by 11:00 am PST
5. Interviews Estimated to Begin (if held)	06/01/2025
6. Anticipated Contract Start Date	7/01/2025

3 TERM

The contract term is estimated to begin on July 1, 2025, for a duration of 24 months. If the Contractor's MSA contract is extended, this contract may be extended by two (2) optional one-year extensions, each of which may be exercised by CHP individually or as one (1) combined two (2) year extension, if allowed by the MSA contract.

All services and anticipated timelines required for this project are outlined in CHP's SOW, Exhibit A. In the event the agreement is amended, the anticipated timelines shall be noted and will be in full force when funding is made available.



4 SUBMISSION OF QUESTIONS

All questions regarding the content of this RFO shall be submitted in writing via e-mail to Matthew Macdonald at: matthew.macdonald@chp.ca.gov, and shall be received by the date and time as stated in Section 2, Key Action Dates.

All questions must be submitted using the same format as identified in Attachment 1, Template for Question Submittal. If an Offeror submits a question after the scheduled date, CHP will attempt to answer the question but does not guarantee that the answer will be prior to the Submission of Offers due date. Question and answer sets will be provided to all Offerors without identifying the submitters. At the sole discretion of the CHP, questions may be paraphrased for clarity.

5 RESPONSE REQUIREMENTS

This RFO and the selected Offeror's response to this document will be made part of the ordering Department's purchase order and procurement contract file.

- A. Responses must contain all requested information and data and conform to the format described in this section. It is the Offeror's responsibility to provide all necessary information for the Department to evaluate the response, verify requested information, and determine the Offeror's ability to perform the tasks and activities defined in the Department's SOW, Exhibit A and Cost Worksheet, Exhibit B1. The Offeror must have a valid and current TDCC MSA contract issued by the Department of General Services (DGS), **RFP #5-22-70-25**, with awarded categories for the proposed classifications in Tier 1, "Up to \$TBD per transaction dollar threshold." The MSA contract must be valid on the closing date of this RFO, as well as on the contract award date and for any amendments to the contract.
- B. The Contractor shall provide a detailed response outlining and describing the proposed methodologies to be used to complete the tasks in the SOW Exhibit A, Statement of Work. Offerors are encouraged to provide as much detail as possible of how all the required work will be accomplished to demonstrate that the Offeror has the qualifications and capabilities to meet the requirements of this RFO. Include for each identified staff member, detailing experience meeting the RFO requirements.
- C. Responses to this RFO must contain all data/information requested and must conform to the format described. It is the Offeror's responsibility to provide all required data and any other information deemed necessary for the assessment team to determine and verify that the Offeror meets the requirements of the RFO.
- D. All costs for developing Responses are entirely the responsibility of the Offeror and shall not be chargeable to the state.

The RFO and the selected Offeror's response to this document will be made a part of the CHP procurement contract file.



6 ADMINISTRATIVE REQUIREMENTS

This section contains mandatory administrative requirements that must be met in order to be considered responsive to this RFO.

A. Response Cover Page

A Response Cover Page, Attachment 2, must contain a signature of an authorized representative from your company. This signature indicates agreement to all of the terms and conditions contained within this RFO and the associated TDDC MSA contract.

B. Table of Contents

Offerors must include a Table of Contents that identifies each Response requirement as listed in this section.

C. General Provisions – Information Technology (GSPD-401IT) Acknowledgement

TDDC MSA contracts issued by DGS automatically incorporate, by reference, the General Provisions – Information Technology (GSPD-401IT). The current version of the GSPD-401IT will be incorporated into the resulting Agreement from this RFO and can be found at the following location:

<https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/IT/ITGeneralProvisions062122.pdf?la=en&hash=A627F242C01919F872687EC62B8BC6BF41BE876E>

By signing the Response Cover Page, the Offeror certifies they have read the current GSPD-401IT and agree to the terms and conditions.

D. Irrevocable Offer Acknowledgement

An Offeror's offer in response to this RFO shall constitute a firm offer, which shall remain irrevocable for not less than one hundred eighty (180) calendar days following the date responses are due specified in the Key Action Dates section. In the event of a delay in contract award, an Offeror may extend the expiration date of its firm offer an additional thirty (30) calendar days by written notice to the state.

The expiration date may be further extended by mutual agreement between the state and the Offeror, in order to accommodate processing time for required approvals and other procurement-related reviews. The state's execution of a contract from this RFO will not be considered a rejection of any unsuccessful Bidder's firm offer, which such other firm offers shall remain irrevocable for the period described above.

The state reserves the right, upon termination of any contract and without initiating a new RFO, to accept any other Offeror's firm offer and form a contract with the other Offeror. The state may continue to terminate and contract with any other Offerors, as described above, until the expiration of all acceptable and firm offers obtained from the original RFO.

By signing the Response Cover Page and submitting an Offer, the Offeror commits to adhering to this Irrevocable Offer Acknowledgement.



E. Conflict of Interest

1) Current state Employees (PCC §10410)

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.

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.

2) Former state Employees (PCC §10411)

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.

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 the Offeror violates any provisions of above paragraphs, such action by the Offeror shall render any subsequent Agreement void. (PCC §10420t)

By signing the Response Cover Page, the Offeror certifies that they agree to the above.

F. Insurance Requirements

In accordance with Exhibit D, GSPD-401IT revised 11/19/2021, Provision 20, Insurance, the Contractor must furnish insurance certificate(s) evidencing required insurance coverage acceptable to the state, including endorsements showing the state as an "additional insured" if required under the Contract. Any required endorsements requested by the state must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. The Contractor is required to meet the Insurance Requirements as states in Attachment 12, Insurance Requirements. The prime Contractor shall agree to furnish the state satisfactory evidence of insurance within ten (10) calendar days of Contract award.

By signing the Response Cover Page, the Offeror certifies that they agree to the above.

G. Bidder Declaration

The Offeror must complete and submit Attachment 3, Bidder Declaration, GSPD 05-105, with its response. When completing the declaration, the Offeror must identify all subcontractors proposed for participation in the Contract. The contractor awarded the



Contract is contractually obligated to use the subcontractors for the corresponding work identified, unless the CHP agrees to a substitution and it is incorporated, in writing. If the Offeror is not using subcontractors, the Offeror must still complete Attachment 3, Bidder Declaration GSPD 05-105, answering the applicable questions on the form, and submit it with its response. The form is available at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf>

H. TDDC MSA Agreement

All Offerors must have a valid TDDC MSA contract issued by DGS prior to responding to any RFO. Offerors must submit Attachment 4, Offeror TDDC MSA Agreement, with their response to this RFO.

I. Small Business and/or Disabled Veteran Business Enterprise Certification

If the Offeror is currently a certified small or micro business or Disabled Veteran Business Enterprise (DVBE), include a copy of the certification letter issued by DGS. If the letter cannot be supplied, please include a printout from the DGS Office of Small Business & Disable Veteran Business Enterprise Services (OSDS) Web site to prove the Offeror's current active status. The state will verify that Small Business (SB) and DVBE certifications are valid at the time the Response is due. In accordance with California Government Code (GC) section 14837(d) and California Military and Veterans Code Section 999, all SB and DVBE Contractors, subcontractors and suppliers that bid on or participate in a state contract shall perform a Commercially Useful Function (CUF).

J. Commercially Useful Function Certification

Each SB, Micro Business, and/or DVBE (Prime or Subcontractor) who will be performing an element of the work of the resulting contract must complete and submit the CUF Certification Form, Attachment 11, with the RFO response.

K. Secretary of State Registration

All Offerors, except sole proprietors, shall provide a copy of their Secretary of State (SOS) registration certificate as a business entity doing business in the State of California. If the registration cannot be supplied, please include a printout from the SOS's Web site to prove the Offeror's registration.

7 TECHNICAL REQUIREMENTS

This section contains the Offerors' Mandatory Qualifications pertaining to the required services that must be met in order to be considered responsive and responsible to this RFO. In addition to meeting these requirements, the Offeror must adhere to the SOW as described in Exhibit A and for the duration of the Agreement term, the Vendor staff shall meet all Mandatory Qualifications (MQs) as described herein, Mandatory Qualifications.

1) Technical Lead – Database Administrator



The Technical Lead will act as the primary administrator and must have practical experience in supporting the CST CAD system. The Technical Lead will be responsible for the tasks listed in Exhibit A.

Table 1 – Qualifications –Technical Lead, Database Administrator

Mandatory Qualifications – Technical Lead, Database Administrator
1. Minimum of five (5) years of experience aligning IT systems with organizational business processes.
2. Minimum of three (3) years of experience aligning IT systems with organization business processes in a lead capacity.
3. Minimum of seven (7) years of experience in a 24x7 service provider environment managing technical operations.
4. Minimum of seven (7) years of experience with strong technical skills/knowledge spanning enterprise infrastructure, web-based application hosting and Internet protocols.
5. Minimum of seven (7) years of experience managing, troubleshooting, and supporting enterprise IT production environment with virtual desktop infrastructure, client/server and cloud technologies.
6. Minimum of seven (7) years of experience providing support resolving services requests and systems issues.
7. Minimum of five (5) years of experience providing support for IT Projects.
8. Bachelor's degree in Computer Science, Management Information Systems, Engineering or other relevant field.
Desirable Qualifications –Technical Lead, Database Administrator
1. Two (2) years or more experience managing/supporting public safety/law enforcement Computer Aided Dispatch and Mobile Digital Computer environments.
2. Two (2) years of experience managing/supporting Citrix Virtual Desktop Interface (VDI) environments.

2) Technical Lead – SQL Database Administrator

Table 2 – Qualifications, SQL Database Administrator

Mandatory Qualifications – Technical Lead, SQL Database Administrator
1. Minimum of five (5) years of experience aligning IT systems with organizational business processes.
2. Minimum of three (3) years of experience aligning IT systems with organizational business processes in a lead capacity.
3. Minimum of five (5) years of experience working knowledge of database design, optimization, and troubleshooting isolating performance problems in production databases, as well as Microsoft SQL 2016 or later.



4. Minimum of five (5) years directly related work experience in database administration and business intelligence/data warehousing in an environment with multiple production databases.
5. Minimum of five (5) years of experience implementing software updates and maintaining all aspects of Microsoft SQL 2016 or later.
6. Minimum of five (5) years of experience providing support resolving database related services requests and systems issues.
7. Bachelor's degree in Computer Science, Management Information Systems, Engineering or other relevant field.
Desirable Qualifications – Technical Lead, SQL Database Administrator
1. Four (4) years or more working experience with deployment of software application patches and providing support for backup and recovery procedures.
2. Four (4) years or more public safety and/or law enforcement environment support experience.

3) Technical Lead, Citrix Administrator

Table 3 – Qualifications, Technical Lead, Systems Administrator

Mandatory Qualifications – Technical Lead, Systems Administrator
1. Minimum of five (5) years of experience aligning IT systems with organizational business processes.
2. Minimum of three (3) years of experience aligning IT systems with organizational business processes in a lead capacity.
3. Minimum of five (5) years of experience establishing, managing, and troubleshooting systems supporting business operations and/or systems administration.
4. Minimum of five (5) years of experience in IT with an emphasis on IT infrastructure and/or systems administration.
5. Minimum of five (5) years of experience and understanding of Microsoft Windows Server 2016 or later.
6. Minimum of five (5) years of experience and understanding of Microsoft Active Directory and Group Policy in a multi-domain, geographically separated environment.
7. Bachelor's degree in Computer Science, Management Information Systems, Engineering, or other relevant field.
Desirable Qualifications – Technical Lead, Citrix Administrator
1. Citrix Certified Associate (CCA) and/or CCA – Virtualization (CCA-V) certification
2. Two (2) years or more experience configuring, installing, maintaining, and tuning components associated with the LAN/WAN infrastructure comprised of Cisco equipment.



3. Two (2) years or more working experience with Storage Area Networks (SAN) – HP3PAR and/or NetApp
4. Two (2) years or more public safety and/or law enforcement environment support
5. Minimum of five (5) years of experience with Citrix XenApp, XenDesktop, and NetScaler Application Delivery Controller (ADC).
6. Minimum of five (5) years of experience managing VMware environment as it relates to Citrix.
7. Minimum of five (5) years of experience maintaining hardware, software, and system contracts for Citrix and Citrix-related systems.
8. Minimum of five (5) years of experience configuring, troubleshooting, and supporting Citrix policies and user management tools.

A. Client References

The purpose of the client reference requirement is to provide the state the ability to assess the Offeror's experience in providing similar or relevant services to other organizations through a satisfaction rating provided by the Offeror's previous project clients. The description of their projects must be detailed and comprehensive enough to permit the state to assess the similarity of those projects to the work anticipated for the Contract resulting from this RFO.

The state requires that the Offeror provide a completed Client Reference Form, Attachment 5, from three (3) customers where the Offeror has provided timely and effective services or deliverables working on projects that represent work similar in nature to the services requested in this RFO and are within the last five (5) years of the Response Due Date.

Attachment 5, Client Reference Form, must be completed in its entirety. The client's reference contact should be someone who performed a management or supervisory role on the referenced project. All three (3) client references may be contacted to verify and validate the information on the client reference form.

Reference Contact Person: The Client Reference contact person must be willing and able (i.e., familiar with what transpired, not bound by confidentiality, etc.) to answer questions which validate the information on the submitted form.

B. Staff Qualifications

The state will review the TDDC MSA Labor Categories for classification qualifications to determine if each proposed staff member meets the experience and education requirements for their designated classifications.

Per Exhibit A, Statement of Work, section 6, Contractor Staff, the Offeror must complete and submit, as part of their Offer, the applicable Evaluation Criteria forms (Attachment 6.1 through Attachment 6.3) for each candidate. The Offeror must provide complete information to confirm that each of the proposed staff possess the experience and



qualifications as specified for their project role described in Attachment 6.1 through Attachment 6.3. The Offeror may cite as many projects as required per proposed staff to meet the requirements. Each cited project for each staff must be submitted separately on Attachment 6.1 through Attachment 6.3. It is incumbent upon the Offeror to provide enough detail in the response for the state to assess the Offeror's proposed staff's ability to meet the requirements and perform the services as described in this RFO and Exhibit A, Statement of Work.

The Offeror is fully responsible for all necessary staffing resources to successfully complete the services within the agreed upon schedule and to perform to the standards set forth in the SOW.

For the purposes of this RFO, full-time employment is defined as 32.5 or more hours per week, and part-time is defined as anything less than 32.5 hours per week.

C. Staff References

The purpose of the staff reference requirement is to provide the state the ability to assess the staff's experience in providing similar or relevant services to other organizations through a satisfaction rating provided by the staff's previous clients. The description of their projects must be detailed and comprehensive enough to permit the state to assess the similarity of those projects to the work anticipated for the Contract resulting from this Attachment 7, Staff Reference Form. The staff's reference contact should be someone who performed a management or supervisory role on the referenced project. References must be external to an Offeror's organization and corporate structure.

The Offeror must complete and submit as part of its Response, Attachment 7, Staff Reference Form. The Offeror must submit a completed Staff Reference Form for each project cited in each applicable Attachment 6 form.

Reference Contact Person: The Staff Reference contact person must be willing and able (i.e., familiar with what transpired, not bound by confidentiality, etc.) to answer questions which validate the information on the submitted form.

D. Understanding & Approach

Offerors must provide a narrative describing their understanding and approach to the performance of the work described in this RFO and Exhibit A, Statement of Work. Offerors must address the following questions on Attachment 8, Understanding & Approach and provide examples from the Offeror's previous project experience. See Attachment 8 for further requirements and instructions. Offerors must submit their Understanding & Approach as Attachment 8 with their response to this RFO.

In preparing the response to the Understanding & Approach, do not simply restate or paraphrase information in this RFO and the SOW. Describe or demonstrate, in the Offeror's own words, the information required in Attachment 8.



8 COST REQUIREMENTS

All services rendered under the resulting agreement are the Offeror's responsibility for performing all tasks and deliverables and providing all services identified in the resulting agreement at the rates provided on Exhibit B1, Cost Worksheet. The hourly rates for these services included in Exhibit B1, Cost Worksheet, are those that the Offeror must provide for the term of the Contract as identified in the SOW, which includes all costs for the optional year(s). All Offerors must provide individual costs as indicated in the cost worksheet and submit with their response.

All personnel assigned to the contract will be subject to a driver's license and fingerprint check through the California Criminal History Information System and Federal Bureau of Investigation before contract execution and access to a CHP facility is authorized. Any adverse finding(s) under the fingerprint checks may, at the sole discretion of CHP result in a requirement for personnel replacement, disqualification of the Consultant and/or Offeror, or cancellation of any subsequent Agreement.

Upon determination of the best value candidate, the CHP, Business Services Section, Contract Services Unit, will send a "Letter of Intent to Award" to all Offerors and a letter to the selected Contractor describing CHP's security clearance process. The Contractor report to CCSS within five (5) business days to initiate the security clearance process. Services may commence upon successful security clearance and contract execution.

9 RFO SUBMISSION

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

- 1) Responses must be received by the RFO Response Due date and time listed in the Key Action Dates section. Late receipt of a response may cause the state to deem an Offeror nonresponsive.
- 2) Responses must be submitted in printed format (hard copy), and also in electronic file format (soft copy) on a USB thumb drive as follows:
- 3) All hard copies must be on standard 8.5" x 11" paper, except for charts, diagrams, and similar materials, which may be foldouts. If foldouts are used, the folded size must fit within the 8.5" x 11" format. Hard copy of large size drawings shall not be larger than Standard E-size format.
- 4) Double sided printing is preferred. The following must be shown on each page of the response:
 - RFO #048CP2404
 - Name of Offeror



- Exhibit Number
- Page number (Page # of ##)

5) Soft copies of the responses must be in Microsoft Office 365 Word and Excel formats as appropriate, or compatible, except electronic files of drawings must be compatible with Microsoft Visio 2016.

6) The response must be provided in the following number of copies:

- One (1) hard copy (printed), and one (1) copy (printed) marked Master, for a total of two (2) copies.
- Two (2) soft copy USB thumb drives

7) All hard copy submittals should use clearly marked tabs, page numbers and table of contents for effective access to the Offeror's material. Similarly, soft copies should be organized into appropriate files and folders designed for easy access. The MASTER COPY must contain original signatures and initials wherever a signature or initials are required. If discrepancies exist between copies of the response, the response may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.

8) As stated in the Selection Requirements and Information, Disposition of Responses, section below, the Offeror should be aware that marking the response "confidential" or "proprietary" may exclude it from consideration for award.

10 EVALUATION

A. Evaluation Process

A multiple stage process will be used to review and/or rate responses. Offers that do not comply with the mandatory components stipulated in this RFO may be deemed non-compliant and the Offeror disqualified. The state may reject any response found to be non-compliant at any stage of the review. The state reserves the right to modify or cancel this procurement in its entirety or in part at any time.

The Offeror is required to thoroughly review the RFO to ensure that its response is fully compliant with the RFO requirements and thereby avoid the possibility of being ruled non-compliant. If the state finds that an Offeror's offer has a material deviation from a specified requirement, the Offeror will be deemed non-compliant and will be the basis for rejecting the Offeror's offer.

B. Acceptance

Following the RFO response submission deadline, the state staff will convene to review each response for initial responsiveness to the RFO requirements (e.g., timeliness, completeness).

C. Response Review/Rating



Responses that appear to meet the initial RFO requirements and contain the required documentation will be submitted to a review team.

Reviewers will individually and/or as a team review and compare all responses to one another and assign a numeric score or ranking to each response based on its adequacy, thoroughness, and the degree to which the offered solution best meets the Program's needs and represents the best value to the state.

Reviewers will use the following scoring system to assign points. Following this chart is a list of the considerations that reviewers may take into account when assigning points to a response.

Table 7 – Response Review

RFO Section Title	Scoring
Administrative Requirements (Assessment)	
Response Cover Page	Pass/Fail
Table of Contents	Pass/Fail
Bidder Declaration	Pass/Fail
Offeror's TDDC MSA Agreement	Pass/Fail
Offeror's Proof of SB and/or DVBE, if applicable	Pass/Fail
Commercially Useful Function (CUF)	Pass/Fail
Technical Requirements (Assessment)	
Client References	Pass/Fail
Staff Qualifications	____/18,600
Staff References	Pass/Fail
Interviews (if held)	Pass/Fail
Understanding & Approach	Pass/Fail
Cost Requirement (Assessment)	
Cost Worksheet, Exhibit B1	____/3,000

D. Administrative Requirements Assessment

Administrative Requirements stated in section 6 of this RFO will be scored as Pass or Fail. Responsiveness to the requirements listed in this RFO will be either given a "Pass" (e.g., complied with requirement, completed and returned document) or "Fail" (e.g., did not comply with requirement, did not complete or return document). If an Offeror receives a Fail for any of these requirements, the response may be rejected.



E. Technical Requirements Assessment

Technical requirements stated in section 7 of this RFO will be scored based on number of years of applicable experience and may achieve a maximum of 18,600 points. Please see Attachment 6.1-3, Evaluation Criteria forms, and Attachment 8, Understanding & Approach, for details on how points may be achieved. The Department will conduct a preliminary assessment based on Offeror submittals and may request that approximately three (3) to five (5) of the most qualified candidates may be interviewed (at no cost to the state or CHP). The Department may, at its sole discretion, waive the candidate's interview if the candidate responses do not meet the Department's specifications. If the interview is waived, each RFO response will be evaluated based on all forms submitted.

F. Client and Staff References Assessment

Client and Staff References may be contacted to verify staff's experience qualification information submitted. Failure to provide verifiable references may cause the RFO Response to be rejected.

If references are contacted, the state will make two (2) attempts via phone and/or email to validate the Offeror's experience in providing similar or relevant services using the information provided in the client reference form, as applicable. Failure to reach a contact person will result in the reference being scored as "FAIL". Any reference that has a rating of "Unsatisfactory" for ANY question, or if the question is not answered, or if the customer answers "Not Applicable" the Offeror will FAIL this requirement and the response will be deemed non-compliant.

G. Cost Requirement Assessment

Cost requirements stated in section 9 will be scored with up to a maximum number of 3,000 possible points. The Assessment Team will review, calculate, and score Exhibit B1, Cost Worksheet, to verify that it is complete with all hourly rates and determine the average hourly rate. The Assessment Team will perform the following steps in order to complete the cost evaluation:

- 1) Add the hourly rates for all proposed staff and then divide by the number of proposed staff.
- 2) This average hourly rate is divided into the lowest average rate to calculate a percentage.
- 3) This percentage is multiplied by the maximum possible cost points to calculate the Bidder's Cost Score.

The Respondent with the lowest average hourly rate based on the assessment performed above will receive a maximum of 3,000 possible points. The following table is an example only.



Respondent's Name	A Hourly Rate	B Percentage (Lowest Respondent's Total Cost divided by the Respondent Total Cost)	C Respondent Score (B X 3,000 = C)
Response A	\$200	\$150/\$200 = .75 (75%)	.75 X 3,000 = 2,250
Response B	\$150	\$150/\$150 = 1.0 (100%)	1.0 X 3,000 = 3,000

11 SELECTION REQUIREMENTS AND INFORMATION

A. Nonresponsive Offers

In addition to any condition previously indicated in this RFO, the following occurrences may cause the state to deem a response nonresponsive.

- 1) Failure of a Respondent to comply with the RFO response content or submission instructions.
- 2) Receipt of an RFO Response that is conditional, materially incomplete, or defective.
- 3) The state's discovery, at any stage of the selection or upon contract award, that the winning Respondent is unwilling or unable to comply with the contract terms, conditions, attachments, or exhibits cited in this RFO, or the resulting contract.

B. Errors in Response

An error in the response may cause the rejection of that response; however, the state may, at its sole option, retain the response and make certain corrections. In determining if a correction will be made, the state will consider the conformance of the response to the format and content required by the RFO, and any unusual complexity of the format and content required by the RFO.

- 1) If the Respondent's intent is clearly established based on review of the complete response 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 response submittal, the master copy shall have priority over additional copies, the response narrative shall have priority over the Contract, and the Contract shall have priority over the cost sheets.
- 4) Within each of these, the lowest level of detail will prevail. If necessary, the extensions and summary costs will be recomputed accordingly, even if the lowest level of detail is obviously misstated. The total price of unit price items will be the product of the unit price and the quantity of the item. If the unit price is



ambiguous, unintelligible, uncertain for any cause, or omitted, it shall be the amount obtained by dividing the total price by the quantity of the item.

- 5) The state may, at its sole option, correct errors of omission. In the following four situations, the state will take the indicated actions if the Respondent's intent is not clearly established by the complete response submittal:
 - a) If an item is described in the narrative but omitted from the Contract and cost data provided in the response for assessment purposes, it will be interpreted to mean that the item will be provided by the Respondent at no cost.
 - b) If a minor item is not mentioned at all in the response and is essential to satisfactory performance, the response 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 response, the offer will be interpreted to mean that the Respondent 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 Respondent shall be required to supply that item at no cost. The state shall have sole discretion in determining whether an item is minor or major.
- 6) If a Respondent does not follow the instructions for computing costs not related to the Contract, if any, (e.g., state personnel costs), the state may reject the response, or at its sole option, re-compute such costs based on instructions contained in the RFO.
- 7) If the re-computations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the Respondent (if awarded the Contract) or in a requirement of the Respondent to supply a major item at no cost, the Respondent will be given the opportunity to promptly establish the grounds legally justifying relief from its response.
- 8) It is absolutely essential that the Respondent carefully review the cost elements in response since they will not have the option to correct errors after the time for submittal of the Final Offer.
- 9) The state may request clarification of items in the Respondent's offer if the meaning is not clear to the state. Responses to requests for clarification must be confirmed in writing by the Respondent as instructed by the State's Procurement Official at the time of the request.
- 10) At the state's sole discretion, it may declare all Final Responses to be Draft Responses in the event that the state determines that Final Responses from all respondents contain material deviations. Respondents may not protest the state's determination that all responses have material deviations. If all responses are declared noncompliant, the state may issue an addendum to the solicitation.



Should this occur, the state may hold confidential discussions with participating respondents who remain interested in the solicitation. Each participating Respondent will be notified of the new Final Response due date. This submission must conform to the requirements of the original solicitation as amended by any subsequent addenda. The new Final Responses will be assessed as required in this section.

C. Contractor Selection

- 1) The state will email or verbally notify the chosen respondent of its selection.
- 2) Following the contract award, losing respondents may submit a request to the funding Program to receive a copy of any or all Respondent offers and scoring/assessment tools/forms. Response copies will be redacted to remove information deemed by the state to be personal, sensitive or confidential.

D. Disposition of Responses

All materials submitted in response to this RFO will become the property of the state and, as such, are subject to the California Public Records Act (CPRA) Government Code (GC) Section 6250, et seq.).

Upon award of the contract all documents submitted in response to this RFO, and all documents used in the selection process (e.g., review checklists, scoring sheets, letters of intent, etc.) will be regarded as public records under the CPRA (GC Section 6250 et seq.) and subject to review by the public. However, these documents shall be held in the strictest confidence until the award is made.

The Respondent should be aware that marking a document "confidential" or "proprietary" in a Final Response will not keep that document from being released as part of the public record.

12 BACKGROUND CHECKS

All staff assigned to the Contract will be subject to a driver's license and fingerprint check through the California Criminal History Information System and Federal Bureau of Investigation before access to a CHP facility is authorized. Any adverse finding(s) under the fingerprint checks may, at the sole discretion of CHP, result in a requirement for staff replacement, disqualification of the Consultant and/or Offeror, or cancellation of the Agreement.

Upon contract award, the CHP Business Services Section, Contract Services Unit, will send a letter to the selected Contractor describing CHP's security clearance process. The Contractor must report to the designated point of contact within five (5) business days to initiate the security clearance process. Services may commence upon successful security clearance and contract execution.



Attachment 1 – Template for Questions Submittal

The Offeror is required to use this form when submitting questions to the Procurement Official listed in section 5 of this RFO. Instructions are as follows:

Name of Respondent – Provide the name of the responding firm.

Contact Person – Provide the name of the person to contact if the state needs clarification about the question.

Contact Email and Phone Number – Provide the email and phone number (including area code) for the listed contact person.

Question # – Sequentially number each question, always starting at one (1) for each submission.

Section/Document(s) – Identify the section or document the request pertains to.

Page # – Identify the page number of the section/document name or title the question pertains to.

Question – Write the question in this column.

Expand or reduce the number of rows to accommodate the number of questions.

Table 1 - Question Submittal Form

Solicitation Respondent Question Form			
Name of Respondent:			
Contact Person:			
Contact Email and Phone Number:			
Question #	Section/Document(s)	Page #	Question
1			
2			
3			
4			



Attachment 2 – Response Cover Page

Name of Responding Firm (*Legal name as it will appear on the contract*)

Mailing Address (*Street address, P.O. Box, City, State, Zip Code*)

Person authorized to act as the contact for this firm in matters regarding this response:

Printed Name (<i>First, Last</i>):	Title:
Telephone number: ()	Fax number: ()

Email address:

Person authorized to obligate this firm in matters regarding this response and/or the resulting contract:

Printed Name (<i>First, Last</i>):	Title:
Telephone number: ()	Fax number: ()

Email address:

(CORPORATIONS ONLY) Name/Title of person authorized by the Board of Directors to sign this response on behalf of the Board:

Printed Name (<i>First, Last</i>):	Title:
--------------------------------------	--------

Signature of Respondent or Authorized Representative

Date:



California Highway Patrol
Computer Aided Dispatch Consultants
Attachment 3

Attachment 3 – Bidder Declaration

Attach the Bidder Declaration, GSPD-05-105, as Attachment 3.

The Bidder Declaration, GSPD-05-105, and its instructions are available as a fill and print PDF at: <https://www.dgs.ca.gov/SearchResult?search=bidder%20declaration&divisionid=>



California Highway Patrol
Computer Aided Dispatch Consultants
Attachment 4

Attachment 4 – Offeror's TDDC MSA Agreement

The Offeror must submit their TDDC MSA Agreement as Attachment 4 of their response to the RFO.



Attachment 5 – Client Reference Form

Offeror must provide three (3) client reference forms of projects serviced in the past five (5) years from the RFO response due date, who can confirm the quality & timeliness of the Respondent's services. Firms listed must have obtained services that were similar or related to those sought in this RFO. List the most recent first.

REFERENCE

Name of Firm

Street address	City	State	Zip Code
Contact Person	Telephone number ()		
Dates of service	Value or cost of service		

Brief description of service provided



Attachment 6.1 – Evaluation Criteria – Technical Lead, Database Administrator

This must be submitted as specified in RFO section 7, Technical Requirements. Selection of a fully qualified consultant will be based on the criteria listed in the RFO section 7, Technical Requirements.

Offerors must attach a resume:

- Demonstrating the experience required in the RFO and Exhibit A, Statement of Work.
- For each candidate listed in Exhibit B1, Cost Worksheet.

Candidate's Name:

Mandatory Qualifications	Years	Company	Description of Experience and Education that Satisfies the Classification Requirements	Page #/ Location in Résumé
Minimum of five (5) years of experience aligning IT systems with organizational business processes.				
Minimum of five (3) years of experience aligning IT systems with organization business processes in a lead capacity.				
Minimum of seven (7) years of experience in a 24x7 service provider environment managing technical operations.				
Minimum of seven (7) years of experience strong technical skills/knowledge spanning enterprise infrastructure, web-based application hosting and Internet protocols.				
Minimum of seven (7) years of experience managing, troubleshooting, and supporting enterprise IT production environment with virtual desktop infrastructure, client/server and cloud technologies.				



California Highway Patrol
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Attachment 6.1

Desirable Qualifications	Years	Company	Position Description* Describe how the position listed ties back to the Scope of Services	Page #/ Location in Résumé
Minimum of seven (7) years of experience providing support resolving services requests and systems issues.				
Minimum of four (4) years of experience providing support for IT Projects.				
Bachelor's degree in Computer Science, Management Information Systems, Engineering or other relevant field.				
Two (2) years or more experience managing/supporting public safety/law enforcement Computer Aided Dispatch and Mobile Digital Computer environments.				
Two (2) years or more experience managing/supporting Citrix VDI environments.				



Attachment 6.2 – Evaluation Criteria – Technical Lead, SQL Database Administrator

This must be submitted as specified in RFO section 7, Technical Requirements. Selection of a fully qualified consultant will be based on the criteria listed in the RFO section 7, Technical Requirements.

Offerors must attach a resume:

- Demonstrating the experience required in the RFO and Exhibit A, Statement of Work.
- For each candidate listed in Exhibit B1, Cost Worksheet.

Candidate's Name:

Mandatory Qualifications	Years	Company	Description of Experience and Education that Satisfies the Classification Requirements	Page #/ Location in Résumé
Minimum of five (5) years of experience aligning IT systems with organizational business processes. At least three (3) years of that experience must have been in a lead capacity.				
Minimum of three (3) years of experience aligning IT systems with organizational business processes in a lead capacity.				
Minimum of five (5) years of experience working knowledge of database design, optimization, and troubleshooting isolating performance problems in production databases, as well as Microsoft SQL 2016 or later.				
Minimum of five (5) years of experience directly related work experience in database administration and business intelligence/data warehousing in an environment with multiple production databases.				



California Highway Patrol
Computer Aided Dispatch Consultants
Attachment 6.2

Minimum of five (5) years of experience implementing software updates and maintaining all aspects of Microsoft SQL 2016 or later.				
Minimum of five (5) years of experience providing support resolving database related services requests and systems issues.				
Bachelor's degree in Computer Science, Management Information Systems, Engineering or other relevant field.				
Desirable Qualifications	Years	Company	Position Description* Describe how the position listed ties back to the Scope of Services	Page #/ Location in Résumé
Two (2) years or more working experience with deployment of software application patches and providing support for backup and recovery procedures.				
Two (2) years or more public safety and/or law enforcement environment support experience.				



Attachment 6.3 – Evaluation Criteria – Technical Lead, Systems Administrator (Citrix)

This must be submitted as specified in RFO section 7, Technical Requirements. Selection of a fully qualified consultant will be based on the criteria listed in the RFO section 7, Technical Requirements.

Offerors must attach a resume:

- Demonstrating the experience required in the RFO and Exhibit A, Statement of Work.
- For each candidate listed in Exhibit B1, Cost Worksheet.

Candidate's Name:

Mandatory Qualifications	Years	Company	Description of Experience and Education that Satisfies the Classification Requirements	Page #/ Location in Résumé
Minimum of five (5) years of experience aligning IT systems with organizational business processes. At least three (3) years of that experience must have been in a lead capacity.				
Minimum of three (3) years of experience aligning IT systems with organizational business processes in a lead capacity.				
Minimum of five (5) years of experience establishing, managing, and troubleshooting Citrix systems that supporting business operations and/or systems administration.				
Minimum of five (5) years of experience in IT with an emphasis on IT infrastructure and/or systems administration.				
Minimum of five (5) years of experience and understanding of Microsoft Windows Server 2016 or later.				



Minimum of five (5) years of experience and understanding of Microsoft Active Directory and Group Policy in a multi-domain, geographically separated environment.				
Bachelor's degree in Computer Science, Management Information Systems, Engineering, or other relevant field.				
Desirable Qualifications	Years	Company	Position Description* Describe how the position listed ties back to the Scope of Services	Page #/ Location in Résumé
Citrix Certified Associate (CCA) and/or CCA – Virtualization (CCA-V) certification				
Two (2) years or more experience configuring, installing, maintaining, and tuning components associated with the LAN/WAN infrastructure comprised of Cisco equipment.				
Two (2) years or more working experience with SAN – HP3PAR and/or NetApp				
Two (2) years or more public safety and/or law enforcement environment support				
Minimum of five (5) years of experience, 5+ years of experience with Citrix XenApp, XenDesktop, and DC.				
Minimum of five (5) years of experience managing VMware environment as it relates to Citrix.				
Minimum of five (5) years of experience maintaining hardware, software, and system contracts for Citrix and Citrix-related systems.				
Minimum of five (5) years of experience maintaining hardware, software, and system contracts for Citrix and Citrix-related systems.				



Attachment 7 – Staff Reference Form

Offeror Instructions: Complete one (1) Staff Reference form for each corresponding project listed in each applicable Attachment 6, Evaluation Criteria form.

REFERENCE

Name of Firm

Street address	City	State	Zip Code
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Contact Person	Telephone number ()
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Dates of service	Value or cost of service
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Brief description of service provided



Attachment 8 – Understanding & Approach

The Offeror must submit their Understanding and Approach as Attachment 8 of their response to the RFO.



Attachment 9 – CHP 78V, Conflict of Interest and Confidentiality Statement – Vendor

The Offeror must submit a completed CHP 78V, Conflict of Interest – Vendor, as Attachment 9 of their response to the RFO. Double-click the object below to open the PDF.

STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL	OPI CONTRACT/REQUISITION NUMBER
CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT - VENDOR	
CHP 78V (Rev. 4-11) OPI 076	

It is a mandatory requirement for the contractor/vendor to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencing contract services and/or delivering requested commodities. Failure to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencement of work and/or delivery of requested commodities will be grounds for contract termination.

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees have no personal or financial interest and no present or past employment or activity which would be incompatible with participating in any activity related to this contract. For the duration of this contract, I warrant my company and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this contract.

I warrant my company and its employees not to disclose any financial, statistical, personal, technical, media-related, and all other data and information made available to use by the state for the purpose of providing services to the California Highway Patrol (CHP) in conjunction with the contract identified above. I warrant that only those employees who are authorized and required to use such materials will have access to them. Authorization documentation must be provided to the CHP prior to the start of the contract.

I further warrant that all materials provided by the state will be returned promptly after use; all copies or derivations of the materials will be physically and/or electronically sanitized at a minimum in accordance with the Federal Information Security Management Act (FISMA), National Institute of Standard Technology (NIST), 43 NIST Special Publication 800-36. 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 my company to criminal and civil liabilities, including all damages to the state. I authorize the state to inspect and verify the destruction document(s) as described above.

I warrant that my company 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. I agree to immediately advise the CHP contract coordinator of any person(s) who has access to project confidential information and intends to disclose that information in violation of this agreement.

NAME OF COMPANY	
NAME OF COMPANY REPRESENTATIVE	TITLE
SIGNATURE OF COMPANY REPRESENTATIVE	

Safety, Service, and Security



An Internationally Accredited Agency

Chp 78V_0416.pdf



Attachment 10 – STD 204, Payee Data Record

The Offeror must submit a completed STD 204, Payee Data Record, as Attachment 10 of their response to the RFO. The STD 204 is available at:

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>



Attachment 11 –STD 205, Payee Data Record Supplement

The Offeror may submit a completed STD 205. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>



Attachment 12 – California Civil Rights Law Certification

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	



Attachment 13 – Iran Contracting Act

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

IRAN CONTRACTING ACT

CHP 351 (New 10-11) OPI 076

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.

VENDOR NAME/FINANCIAL INSTITUTION (PRINTED OR TYPED)	FEDERAL ID NUMBER (OR N/A)
BY (AUTHORIZED SIGNATURE)	
PRINTED NAME AND TITLE OF PERSON SIGNING	
DATE EXECUTED	EXECUTED IN

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.

VENDOR NAME/FINANCIAL INSTITUTION (PRINTED OR TYPED)	FEDERAL ID NUMBER (OR N/A)
BY (AUTHORIZED SIGNATURE)	
PRINTED NAME AND TITLE OF PERSON SIGNING	DATE EXECUTED



Resulting Contract

The following STD 213, Standard Agreement and Exhibits, of Part 2 of this RFO, form a draft of the contract resulting from this procurement.



STD 213, Standard Agreement

Refer to the attached PDF document titled, "048CP2404_STD213".



California Highway Patrol
Computer Aided Dispatch Consultants
Exhibit A



Exhibit A – Statement of Work

Refer to the attached PDF document titled,
"048CP2404_Dispatch_Technical_Services_SOW".



Exhibit B – Budget Detail and Payment Provisions

A. Invoicing and Payment

1. For services satisfactorily rendered and upon receipt and approval of the invoice(s), the state agrees to compensate the Contractor in accordance with the rates specified in the Purchase Order, attached hereto, and made a part of this Agreement.
2. Contractor agrees to submit one (1) original and one (1) copy of all invoices, clearly indicating the Agreement number to the following address. An electronic copy of the invoice must also be sent to the e-mail address below.

Department of California Highway Patrol

Attention:

Business Services Section – Contract Services Unit – Matthew Macdonald

P.O. Box 942898

Sacramento, CA. 94298-0001

Matthew.Macdonald@chp.ca.gov

Invoices not on pre-printed bill heads shall be signed by Contractor furnishing the service.

B. Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the state shall have the option to either cancel this Agreement with no liability occurring to the state or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. Prompt Payment Clause

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



Exhibit B1 – Cost Worksheet

Name of Firm (Proposer) (*Legal name as it will appear on the Purchase Order*)

Name:

United States Taxpayer Identification Number				
Mailing address	City		State	Zip Code
Telephone number ()	Fax number ()		Email address (<i>If</i>)	
Name of Contact Person	Telephone number (<i>If different from above</i>) ()			
Proposed MSA Job classification				
MSA Rate Per Hour				
MSA Contract #				

Deliverable #	Name of Staff Member	Rate Per Hour	Estimated # of Total Hours	48 Month Total Cost	Job Title or Classification
1		\$	4032		Technical Lead – Database Administrator
2		\$	4032		Technical Lead – SQL Database Administrator
3		\$	4032		Technical Lead – Citrix Administrator
4		\$	4032		Geospatial Engineer
Total		\$			



The Offeror hereby certifies that the materials submitted in response to this RFO, and the price(s)/rate(s) offered on this Offer Form are true and accurate to the best of the Offeror's knowledge. The Offeror further understands that the above quoted rate(s) must include all of the Offeror's costs including operating expenses, labor, service call charges, diagnostic fees/estimates, transportation/travel costs, mileage or per diem expenses other than those approved and reimbursed by the state, equipment costs, supplies, annual inflation costs/rate adjustments, profit margin, etc. By submitting this Form, the Offeror hereby claims its willingness to certify to and comply with all requirements and terms and conditions cited in this RFO and any attachment thereto. The Offeror guarantees that the bid prices will be valid for 120 days.

The Offeror agrees that the price(s)/rate(s) offered herein shall remain in effect until awards the agreement and throughout the duration of the agreement. Any cost over-runs or increases in services, if allowed, shall be billed at the price(s)/rate(s) stated for the appropriate budget period. Agreement extensions, if any, shall be billed at the price(s)/rate(s) stated for the last budget period/year if more than one budget period/year is shown.

The Offeror certifies that the rates submitted do not violate California Unfair Trade Practice Laws, California Business and Professions Code (B&PC) Section 17043, B&PC Section 16700 et seq., B&PC Section 17200, Common Law Interference Advantage, Common Law Unfair Competition, and Federal or state prohibitions against contracts in restraint of trade. Offers which violate these provisions will be rejected.

The Offeror acknowledges that subcontractors must be listed on Attachment 3, Bidder Declaration.

The Offeror certifies that all conditions and qualifications are met and in effect on the date of this bid. The Offeror understands that its bid response will become a public document and will be open to public inspection.

Offeror's Signature:	Date signed:
Printed/Typed Name:	Title:



Exhibit C – General Provisions – Information Technology

The applicable General Provisions – Information Technology, GSPD-401IT, can be found at the following URL:

<https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/IT/ITGeneralProvisions062122.pdf?la=en&hash=A627F242C01919F872687EC62B8BC6BF41BE876E>



Exhibit D – Special Terms & Conditions

1. APPLICABLE LAWS AND REGULATIONS

A. GENERAL

The Contractor shall be informed of and comply with all Federal and State statutes, rules, and regulations applicable to the contract and to those engaged or employed through the contract. The Contractor shall hold the State, its officers, agents, and employees harmless and indemnify and defend the State for any claims for damages arising out of occurrences, accidents, or misuse by the Contractor or subcontractors.

If a conflict arises between the provisions of the scope of work and any such statute, rule or regulation, the Contractor shall notify the State at once in writing. If, before receiving clarification, the Contractor performs any portion of the work affected by the conflict, any performance shall be at the Contractor's own risk, and he/she shall not be entitled to any additional compensation.

The Contractor shall be liable for damage to any person or property resulting from defects in the work or, obstructions throughout the term of the contract or at any time before acceptance of the completed work.

Neither the State nor the Contractor is subject to municipal, county or district statutes, rules or regulations pertaining to building permits or regulating the design or construction of buildings on State property.

B. EXPATRIATE CORPORATIONS

California Public Contract Code section 10286.1 a State agency shall not enter into any contract with an expatriate corporation or its subsidiaries.

C. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.



D. PERMITS AND LICENSES

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at Contractor's expense all license(s) and permit(s) required by law for accomplishing all work required relating to this Agreement.

In the event any license(s) and/or permit(s) expire during the term of this Agreement, Contractor agrees to provide CHP with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to maintain all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

Pursuant to the Business and Professions Code, Division 3, Chapter 9, it is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a Contractor within this State without having the required license except in any of the following cases:

- 1) The person is exempted from the provisions of this chapter; or
- 2) The bid is submitted on a State project governed by California Public Contract Code section 10164.

This chapter shall not apply to a joint license as required by Business and Professions Code section 7029.1. However, if the Contractor makes the bid as a joint venture, each person submitting the bid shall be subject to this chapter with respect to his/her individual license.

This chapter shall not affect the right or ability of a licensed architect or registered professional engineer to form joint ventures with licensed Contractors to render services within the scope of their respective practices.

E. PERMITS AND CERTIFICATIONS FROM STATE BOARD OF EQUALIZATION

This solicitation and any resulting contract shall be subject to all requirements as set forth in Sections 6487, 7101 and sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and section 10295.1 of the Public Contract Code requiring suppliers to provide a copy of their reseller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization. Failure of the supplier to comply by supplying the required permit or certification will cause the supplier's bid response to be considered non-responsive and their bid rejected. Unless otherwise specified in this solicitation, a copy of the reseller's permit or certification of registration must be supplied within five (5) State business days of the request made by the State.

F. PREVAILING WAGE RATES AND WORK HOURS

The Director of the Department of Industrial Relations has ascertained general prevailing wage rates in the county in which the work is to be performed. The rates of prevailing wage are determined by the Department of Industrial Relations, Labor Statistics and



Research. The Prevailing Wage Rates as specified by the Department of Industrial Relations (DIR) are available on the DIR Web site, www.dir.ca.gov/DLSR/Pwd.

The prevailing wage rates set forth are the minimum that shall be paid by the Contractor. Nothing contained herein shall be construed as preventing the Contractor from paying more than the minimum prevailing wage rates. No extra compensation will be allowed by the State due to the Contractor's inability to hire labor at minimum rates.

If it becomes necessary to employ work classifications other than those listed in the bid, the Contractor shall notify the State immediately and the State will ascertain the additional prevailing wage rates from the date of initial payment.

It is further agreed that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five dollars (\$25.00) for each worker employed in execution of the contract for each calendar day during which a worker is required or permitted to labor for more than eight hours in any calendar day or more than forty (40) hours in any calendar week, in violation of California Labor Code Sections 1810 – 1815, inclusive.

The Contractor shall comply with all prevailing wage rate requirements and shall be subject to all restrictions and penalties in accordance with California Labor Code sections 1770 - 1780.

G. PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

1. In accordance with the provisions of Code of Regulations Title 8, Section 16000, the Department of Industrial Relations has ascertained the work for this project to be performed as a public work. Refer to <http://www.dir.ca.gov/t8/16000.html>.
2. No Contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].
3. No Contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
4. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Refer to <http://www.dir.ca.gov/Public-Works/SB854.html> for more information.
5. Contractor shall maintain its registration with the Department of Industrial Relations per the requirements set forth in Labor Code 1725.5 (a)(1) during the term of this Agreement.



2. PAYMENT RECORDS

The Contractor and each subcontractor shall keep an accurate payroll record showing overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or subcontractor in relation with the work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as those forms. Upon written request by the State, the Contractor's and Subcontractor's certified payroll records shall be furnished within ten (10) days. The Contractor's and Subcontractor's certified payroll records shall be available for inspection at the principal office of the Contractor in accordance with California Labor Code section 1776.

3. EMPLOYMENT OF UNDOCUMENTED ALIENS

No State agency or department, as defined in Public Contract Code § 10357, that is subject to this code, shall award a public works contract to a bidder or Contractor, nor shall a bidder or Contractor be eligible to bid for or receive a public works contract, whom has, in the preceding five (5) years, been convicted of violating a State or Federal law regarding the employment of undocumented aliens. See Public Contract Code § 6101.

4. CONTRACTOR'S WAIVER

Neither the State nor any of its officers or employees shall be liable for: loss or damage to the Contractor's work or any part thereof or to any of the materials used in performing the work; injury to any person(s), either workers or the public and for damage to property due to the Contractor's intentional or negligent acts that might have been prevented by the Contractor or anyone employed by him/her. In addition to any remedy authorized by law, any money due the Contractor under the contract may be retained by the State until final disposition of the lawsuit, legal action(s) or claims. This provision shall not be construed as precluding the State from enforcing any right to offset any current contract the Contractor may have with the State as to any money owed to the State.

5. TERMINATION OF CONTRACTOR'S CONTROL

Failure to supply an adequate working force, material of proper quality, or failure in any other respect to prosecute the work with the diligence and force specified in the Agreement, are grounds for termination of Contractor's control over the work. The CHP will take over the work as provided in the State Contract Act.

6. CONTRACT APPROVALS AND COMMENCEMENT OF WORK

Contracts are not valid unless and until approved by California Department of General Services, if such approval is required by law. The Contractor is not to commence or proceed with any work in advance of receiving notice that the contract has been approved. Any work performed by the Contractor in advance of the date of approval by the Department of



General Services shall be deemed volunteer work and will not be reimbursed by the State.

7. PERSONNEL

Competent trained personnel are to be used. Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises to provide services under this Agreement. The new personnel will be introduced to CHP Project Representative prior to beginning work and will submit their information for security clearance. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

8. SUBCONTRACTOR/CONSULTANT INFORMATION

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement via the subcontractors List form provided in the bid documents. Contractor and all subcontractors must be licensed for the scope of work performed under this Agreement.

- A. All persons including subcontractors, engaged in work to fulfill this Agreement will be considered as employees of the Contractor. Contractor shall give personal attention to fulfillment of this Agreement and shall maintain control over the work provided. Should any subcontractor fail to complete a portion of the work in a manner satisfactory to CHP, Contractor shall correct the defective work and/or materials at no additional expense to the CHP.
- B. CHP shall not entertain requests to arbitrate disputes among subcontractors or between Contractor and subcontractors concerning responsibility of performing any part of the work. Contractor is responsible for all work performed under this Agreement.
- C. CHP assumes no responsibility for the payment of subcontractors. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of work relating to this Agreement.
- D. Contractor shall ensure that all subcontracts for services include provisions requiring compliance with applicable terms and conditions specified in this Agreement and all exhibits incorporated by reference.
- E. Additionally, the Contractor shall notify the Department of California Highway Patrol, Business Services Section, Contract Services Unit, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

9. BUILDING SECURITY REQUIREMENTS

All personnel who are assigned to the contract will be subject to a driver license and fingerprint check through the California Criminal History Information System and/or Federal Bureau of Investigation, as needed, before access to a CHP facility is authorized. The Area commander shall be provided with the names of personnel who will be working in the State building or grounds.



If changes in personnel are required, prior written notification of said changes must be made to the Area commander. Upon the initial driver license check returning clear and the receipt of a fully approved contract, services may commence. An adverse finding under the fingerprint check, may at the sole discretion of CHP, result in a requirement for personnel replacement or cancellation of the contract.

If the Area commander receives an unsuitable report on Contractor or employee after processing security clearance; or if it is found that Contractor or employee is unsuitable or unfit for the assigned duties, Contractor shall be advised immediately that this individual cannot continue to work or be assigned to work under the Agreement.

The CHP shall have and exercise full and complete control over granting, denying, withholding or terminating clearance for Contractor, including employees. The CHP may, as it deems appropriate, authorize and grant temporary clearance to Contractor and employees. However, the granting of temporary clearance shall not be considered as assurance that full clearance will follow as a result or condition thereof and the granting of either temporary or full clearance shall in no way bar, preclude, or prevent the termination or withdrawal of any such clearance by the CHP.

10. CONTRACTOR FACILITY CHECK-IN

Contractor must sign in and out with the CHP Division Analyst or his/her designee to indicate the start and end of each day's task. If sign in and out is not done, the invoice may be disputed due to the hours of Contractor being on site not being documented.

11. CONDUCT OF WORK AND PERSONNEL

- A. Contractor shall be responsible for maintaining satisfactory standards of employee appearance, competency, conduct, and integrity. All service personnel should wear shirts with their company logo clear and visible. No torn clothing will be allowed on site. All personnel assigned to the Area office shall be alcohol and drug free. Contractor shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Contractor is also responsible for ensuring that employees do not disturb papers on desks, open cabinets, or desk drawers, or use State telephones except as authorized.
- B. The State reserves the right to do other work related to the project or adjacent thereto by contract or otherwise. The Contractor shall always conduct his/her work as to not impose a hardship on the State, others engaged in the work or to cause any unreasonable delay or hindrance. Where two (2) or more Contractors are employed on related or adjacent work, each shall conduct their operations in such manner as not to cause delay or additional expense to the other.
- C. The Contractor shall make provisions to accomplish the work of the contract without undue interruption of services. Interruption of any services for the purpose of making or breaking a connection shall be made only after consultation with the State and shall be at such time and of such duration as may be directed.
- D. The Contractor's activities on State property shall be confined to spaces, areas, roads and locations as directed by the State.



- E. Parking arrangements for Contractor's personnel shall be made through the State.
- F. No firearms, narcotics, drugs, intoxicants, or other restricted materials shall be allowed on the premises.

12. SUPERVISION

- A. Contractor shall arrange for satisfactory supervision of the Agreement work and shall bring to the attention of the CHP any problems that should be corrected, including preventative maintenance. This is not a responsibility for the CHP.
- B. All work shall be performed in a professional manner within the standards of the industry, using proper equipment, methods, materials, and certified personnel. Contractor will be liable for any damage to the property or its contents through negligence on the part of Contractor or his/her staff.
- C. Contractor shall provide, in writing, to the CHP, at least five (5) days prior to the Agreement starting date, the names, telephone numbers, and addresses of the on-site supervisors. The term "on-site supervisor" means a person designated in writing by Contractor with authority to act for Contractor at the work site.

13. EQUIPMENT

Restrictions may be placed on the quantity and type of equipment and materials left within existing facilities during breaks, meals or at the end of each workday.

14. UTILITIES

The Contractor shall not interrupt utilities except with two days' prior written notice and approval from the State. Interruptions shall be scheduled to minimize the duration and disruption to the existing operation.

15. INSPECTION

The Contractor shall always permit the State and its authorized agents and representatives to visit and inspect the work site while work is in progress. This obligation shall include maintaining proper facilities and safe access for such inspection. Where the contract requires the work to be tested, it shall not be covered up until inspected and approved by the State. The Contractor shall be solely responsible for notifying the State where and when such work is ready for inspection and testing. Should any such work be covered without such testing and approval, it shall be uncovered at the Contractor's expense. The Contractor shall give the State a twenty-four (24) hour notice prior to performing work on a Saturday, Sunday, or a State holiday, so that the State may make the necessary arrangements.

16. MATERIALS AND WORKMANSHIP

All materials used and all work performed under the contract shall conform in all respects to the latest amended rules, regulations and requirements which are set forth in the Uniform Building Code, Uniform Plumbing Code; National Electric Code; California Electric Safety



Orders; California Department of Industrial Relations, Division of Industrial Safety regulations; and any other regulatory requirement having jurisdiction over this type of work.

Materials, articles, or equipment furnished by the Contractor for incorporation into the work shall be new. When the contract documents indicate or require that such materials, articles or equipment are to be furnished, but the quality or kind thereof is not particularly specified, shown or indicated, the Contractor shall furnish materials, articles or equipment at least equal to the class or quality of the materials, articles or equipment that are specified, shown or indicated. Substantiating data of the equal item shall be presented to the State within 35 calendar days after the award of the contract. All work shall be performed in a first class and workman-like manner in accordance with the true intent and meaning of the Plans and Specifications. Every part of the work shall be accomplished by the workers, laborers or mechanics especially skilled in the class of work required and workmanship shall be the best.

Completed work shall be to the entire satisfaction of the State of California. The State shall be the sole judge as to whether the materials or workmanship is acceptable. Should any portion of the completed work or any materials, articles or equipment delivered fail to comply with the requirements of the contract, such work, materials, articles or equipment shall be rejected. The Contractor shall immediately replace, at his/her own expense, all unacceptable materials and all unacceptable work shall immediately be made satisfactory to the State by the Contractor at no additional expense to the State. Any rejected materials, articles or equipment shall immediately be removed from the premises at the expense of the Contractor.

17. LIABILITY FOR NONCONFORMING WORK

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CHP, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CHP for any additional expenses incurred to cure such defects.

Contractor shall be liable for any damages by Contractor or his employees to portions of buildings, premises, equipment, furniture, material, or other CHP property. Damage resulting from the services provided will be repaired or items will be replaced by Contractor to the satisfaction of CHP at no expense to CHP. Any items lost or stolen while in Contractor's custody will be replaced by Contractor at no expense to CHP.

18. CONTRACT VIOLATIONS

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.



19. CONTRACT SUSPENSION

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a Federal or State regulatory agency, mandating the suspension of State contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending State contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

20. CANCELLATION

- A. CHP reserves the right to cancel this Agreement without cause, upon thirty (30) calendar days advance written notice to the Contractor.
- B. CHP may, at its option, immediately cancel the Agreement if any emergency arises which causes the closure of the facility.
- C. CHP reserves the right to cancel or terminate this Agreement immediately for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Agreement.
- D. Agreement cancellation/termination shall be effective as of the date indicated in notification from CHP to the Contractor. The notice shall stipulate any final performance, invoicing, or payment requirements.
- E. In the event of early cancellation/termination, Contractor shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation in support of this Agreement.

21. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical, and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released,



published, or made available to any person (except to the State) in violation of any State or federal law.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

22. COMPUTER SOFTWARE MANAGEMENT MEMO

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

23. PATENTS

The Contractor shall assume all costs and agrees to indemnify and save harmless the State, its officers and employees from all suits, actions or claims arising from use of patented materials, equipment, devices or processes used or incorporated in the work contracted for by CHP.

24. ACCOUNTING PRINCIPLES

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

25. STOP NOTICE AND CLAIMS

The State will retain from funds owed or that become owed to Contractor an amount sufficient to cover claims filed pursuant to Civil Code sections 3179 et seq.; tax demands filed in accordance with Government Code section 12419.4; claims of State agencies offset under Government Code section 12419.5; and other claims, penalties, and forfeitures for which the State is authorized to retain money.

26. TAX

The State of California and Contractor will each bear their own respective Federal, State and local tax liabilities arising from this Agreement. It is expressly understood that neither the State nor the Contractor will assign, shift, pass on or otherwise assume the tax liabilities of the other party.

27. TAX DELINQUENCIES CONTRACT BAN

The State of California shall not enter into any contract for goods or services with a Contractor whose name appears on either list of the five hundred (500) largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.



28. ACCIDENT PREVENTION

The Contractor shall always exercise precaution for the protection of persons (including employees) and property. Precautionary measures shall include, but not limited to, installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of the work or permanently installed as part of the work. The Contractor shall comply with all applicable laws relating to safety precautions, including safety regulations of the California Department of Industrial Relations, State Division of Industrial Safety.

29. BRAND OR TRADE NAMES

Pursuant to California Public Contract Code section 3400, the contract does not require the Contractor to supply specific brand or trade name material, product, or services,, except for services by the Contractor or by subcontractors listed pursuant to California Public Contract Code sections 4100 et seq. Whenever an item is specified by brand, trade name, or specific entity, the item shall be deemed to be followed by the term "or equal" unless the specifications provide that use of the item listed is necessary, in the public interest or to match other similar items already used or to be used.

30. INCONSISTENT TERMS

If the Contractor discovers any inconsistent terms, omissions or errors in the contract documents, has any questions concerning interpretation or clarification of the contract documents, or if it the Contractor believes the performance of the work or any matters related to the work is not sufficiently detailed or explained in the contract, then, before commencing work, the Contractor shall immediately notify the State in writing and request interpretation, clarification or additional detailed instructions concerning the work.

31. OCCUPANCY BY THE STATE PRIOR TO ACCEPTANCE

The State reserves the right to occupy all or any part of the project prior to completion of the work upon written order by the State. In such event, Contractor will be relieved of the responsibility to the State for injury or damage resulting from occupancy and use by the State. Such occupancy does not constitute acceptance by the State of the work completed by the Contractor or any portion thereof, nor will it relieve the Contractor of responsibility for correcting defective work or materials found at any time before acceptance of the work.

32. FINAL PAYMENT

After acceptance of the work by CHP, Contractor shall promptly submit to the CHP, a statement of the sum due Contractor under this Agreement. The said statement shall consider the contract price, as adjusted by any amendments; amounts already paid; and sums to be withheld for incomplete work, liquidated damages, and for any other cause under the Agreement.



33. HAZARDOUS MATERIALS

Contractor shall handle only those hazardous material(s), if any, specified in the Scope of Services. To safeguard both life and property, Contractor will provide a list to CHP Project Representative all chemicals to be issued on the site prior to use along with a copy of Material Safety Data Sheets (MSDS) for all chemicals used. Appropriate protective clothing and gear according to the label requirement and type of chemical being used shall be provided by Contractor and worn during application. All containers holding pesticides shall be properly labeled with the name and strength of the chemical and active ingredients. Pesticide and other toxic materials will NOT BE stored on CHP property. Containers with any chemical residue shall NOT BE placed in CHP receptacles. Contractor shall appropriately dispose of containers. Contractor is responsible for adhering to all environmental laws regarding the proper disposal of water containing chemicals used in the process of providing services described in the Agreement.

If Contractor encounters any unspecified hazardous material while fulfilling the conditions of the contract, the work shall stop immediately. The removal of any unspecified hazardous material(s) may be added to this contract by amendment or may be performed by the State through other means, at the discretion of the State.

34. ELECTRONIC WASTE RECYCLING

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

35. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) (If applicable)

Contractor shall fulfill, their obligations in dispensing that portion of the Agreement amount to the DVBEs as identified in GSPD-05-105 (Bidder Declaration Form).

In the event the Agreement is amended to increase the amount, Contractor will be required to comply with the Department's DVBE participation requirement for the amended amount.

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Contractor agrees to provide the State or its delegate with any relevant information requested and shall permit the State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees, inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq., and Title 2, California Code of Regulations (CCR), Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the Agreement (Title 2, CCR Section 1896.75).

If this Agreement is exempt from DVBE requirements, CHP requests your assistance in achieving legislatively established goals for the participation of DVBEs by reporting any



certified DVBEs that will be used in the performance of this Agreement.

36. DVBE REPORTING REQUIREMENTS – IF APPLICABLE In accordance with MVC 999.5(d), it is the prime contractor's responsibility to certify to CHP, via Prime Contractor's Certification – DVBE Subcontractor Report (DGS STD 817), that the DVBE subcontractor(s) named in the contract have received full payment per contract commitment upon completion of the contract.

- A. Upon completion of an awarded contract for which a commitment to achieve a DVBE goal was made, the awarding agency is required to submit and collect from the prime contractor that entered into a contract with a DVBE subcontractor, the prime contractor's DVBE DGS STD 817 form certifying all payments have been made to DVBE subcontractors pursuant to MVC 999.5.
- B. Pursuant to MVC 999.7, the awarding agency is required to withhold \$10,000 from the final payment or the full payment if less than \$10,000 on contracts until the prime contractor complies with the certification requirements of MVC 999.5(d). If the prime contractor, upon notification, does not comply with the certification requirements, the final payment is permanently deducted. The withholding applies to all procurement approaches with a DVBE subcontractor, as defined by MVC 999(b)(4).
- C. Notwithstanding any other law, an awarding agency shall not withhold more than the amount specified on the final payment of any DVBE contract for the purposes of ensuring compliance with the certification requirements of MVC 999.5.
 - 1) Prime contractor is required to maintain records supporting the information submitted on the DGS STD 817 form. The DGS STD 817 form can be downloaded at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf>
 - 2) A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of \$2,500 and the maximum amount of \$25,000. An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment.
- D. The DGS STD 817 form is to be forwarded to the California Highway Patrol's Business Services Section, Certified Business Advocate via U. S. mail at 601 North 7 Street, Sacramento, CA 95811, electronically at Certifiedbusiness@chp.ca.gov, or facsimile at 916 322-3166, for processing and inclusion in the contract file.

37. SMALL BUSINESS AND DVBE PARTICIPATION – COMMERCIALLY USEFUL FUNCTIONS

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in the following code: Government Code Sections 14837, 14839, 14842, 14842.5 and MVC Sections 999, 999.6, 999.9

In part, these codes involve requirements for businesses to qualify as a California certified Small Business (SB), Micro-business (MB) and/or DVBE and perform a **commercially**



useful function to be eligible for award and must be "domiciled" in California. Contractors found to be in violation of certain provisions within these code sections may be subject to loss of certification, penalties and Agreement cancellation.

38. DVBE REPLACEMENT REQUEST (IF APPLICABLE)

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Motor and Vehicle Code (M&VC) § 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). The Contractor shall submit requests for DVBE substitutions electronically to the CHP SB/DVBE Advocate at CertifiedBusiness@chp.ca.gov. Requests to replace a DVBE subcontractor must be amply documented to show that the replacement meets the criteria as specified in the California Code of Regulations (CCR), Title II, Section 1896.64(c) or the Public Contracting Code (PCC) 4107 (for public works). Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; (PCC) § 10115.10, or PCC § 4110 (for public works contracts).

39. DEBRIS AND RECYCLE

To comply with Public Resources Code (PRC) Section 42921 (a) and (b) and PRC Section 42926, all Contractors shall contain, in a confined area away from CHP worksite, all trash and debris generated from Janitorial, Landscape, Electrical, Plumbing, Painting and/or General Construction projects and dispose of debris at no additional cost to the CHP. All work areas shall always be kept clean, safe, and orderly. At the completion and approval of work, Contractor shall remove all debris and surplus materials resulting from the project, dispose of it, and leave the site clean, safe, and orderly, at no additional cost to the CHP. Documentation of debris disposal will be given to the CHP Project Representative at the completion of each project or billing cycle. ALL MATERIALS MUST BE RECYCLED WHENEVER POSSIBLE, AT THE CLOSE OF A PROJECT. ALL MONIES COLLECTED FROM THE RECYCLING OF MATERIALS FROM A CHP SITE SHALL BE REMITTED BACK TO THE CHP, unless otherwise noted. A copy of the waste manifest or refuse report is to be kept in the waste diversion report binder. (Note: The cost for disposal is for record keeping and is not to be construed as a permission to bill the CHP for these costs.)

40. INABILITY TO PROVIDE SERVICES

If Contractor shall be temporarily unable to provide services, the CHP, during the period of Contractor's inability to provide services, reserves the right to accomplish the work by other means and shall be reimbursed by Contractor for any costs above the Agreement rate.

41. DEFAULT

Default is defined as Contractor failing to perform services required by the Agreement in a satisfactory manner. If, after Agreement award and execution of the Agreement, Contractor defaults, the Agreement may be terminated for non-satisfactory performance. Additionally, Contractor may be liable to CHP for damages including the difference between the



Contractor's original bid price and the actual cost of performing the work by another Contractor.

42. DISPUTE

Any dispute of fact arising under the terms of this Agreement which is not resolved within a reasonable timeframe as defined by CHP Project Representative or Contractor, shall be brought by either party to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. If an agreement cannot be reached through the application of high-level management attention, either party may assert its rights and remedies under this Agreement.

43. REJECTION

Should any portion of the work done, or any materials, articles, or equipment delivered fail to comply with requirements of the Agreement, such work, materials, articles, or equipment shall be rejected, and shall immediately be made satisfactory to CHP Project Representative by Contractor at no additional expense to CHP. In the event Contractor fails to take necessary steps to ensure future conformity with the requirements of the Agreement, CHP shall have the right to either (a) procure services required by the Agreement and charge to Contractor or (b) terminate this Agreement.

44. RIGHT TO BAR

The CHP reserves the right to bar any Contractor's employee from the work site.

45. SECURITY

A. Contractor's employees are not authorized to open, use, access, look, read, remove, or copy any documents or records. Contractor shall not use, access, or disturb cabinets, files, desks, computers, copy machines, fax machines, folders, papers, books, telephones, calculators, kitchen appliances, or CHP employees' personal property. Failure to adhere to this security policy may result in immediate termination of the Agreement.

B. Contractor will not let visitors come into the building (including CHP employees) after the doors are locked. Building admittance is restricted to employees of Contractor who have been assigned to this location and previously introduced to CHP Project Representative. Individuals who have not been assigned to perform services at this location (i.e., children, family members or friends of Contractor or Contractor's employees) are strictly forbidden from entering the building and secured areas when cleaning the building. Failure to adhere to this requirement will result in immediate termination of this Agreement.

46. SECURITY BREACH

A. Any security breach by Contractor or Contractor's employees such as leaving the facility without fully securing all entrances or exits and arming the alarm system or allowing unauthorized access to the premises may result in immediate termination of the



Agreement. Contractor will be notified by telephone by CHP Project Representative, immediately followed by written notification.

B. Building keys in Contractor's possession at the termination of this Agreement shall be returned to CHP Project Representative within twenty-four (24) hours from the termination of this Agreement. Contractor agrees that the costs for unreturned keys and consequential costs shall be deducted from any sums owed Contractor against this or any other active agreement with CHP. For example, a Contractor's failure to return keys will result in an assessment of costs for the re-keying of the office and the cost of reissuing keys.

47. STATE HOLIDAYS

CHP offices will be closed on any holiday that falls on or is observed on a weekday, unless otherwise stated. CHP observes the holidays identified on the California Department of Human Resources web-site: <http://www.calhr.ca.gov/employees/Pages/state-holidays.aspx>.



Exhibit E – Insurance Requirements – Information Technology

1. Contractor shall, without expense to CHP or the state, maintain or cause to be maintained and in effect, at all times during the term of the agreement, with insurers of recognized reputation and responsibility, a valid certificate of Commercial General Liability Insurance with the following State of California requirements:
 - a. The certificate of insurance shall state an amount of Commercial General Liability of no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.
 - b. If applicable, the certificate of insurance shall state an amount of Automobile Liability of no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.
 - c. If applicable, the certificate of insurance shall state an amount of Pollution Liability of no less than \$1,000,000 per occurrence, which shall provide for work performed on-site as well as during the transport of hazardous materials. (Applicable only when services involve handling of toxic or hazardous substances).
 - d. Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.
 - e. Contractor shall acquire and submit to CHP and thereafter maintain for the contract term and any extension thereof, an original fidelity bond in an amount not less than \$25,000, to cover any loss to the state due to any fraudulent or dishonest act on the part of the Contractor, its agents and employees and its subcontractors, or any officer, employee, or agent thereof. (Applicable only to janitorial services agreement).
2. Contractor shall provide a certificate of insurance evidencing the below prior to the scheduled performance of the agreement. All Certificates of Insurance identified below shall indicate CHP contract number and be submitted to:

**Department of California Highway Patrol
Business Services Section
Contract Services Unit
Post Office Box 942898
Sacramento, California 94298-0001**

or

**To expedite processing,
certificates may be emailed to:
Matthew Macdonald at
matthew.macdonald@chp.ca.gov**

3. The certificate of insurance shall:
 - a. Be issued by an insurance company acceptable to DGS, Office of Risk, and Insurance Management (ORIM) or be provided through a partial or total self-insurance acceptable to DGS/ORIM. The certificate of insurance shall meet additional standards as may be determined by the contracting state agency, either independently or in consultation with ORIM, for protection of the state.



b. Name the state as additional insured as follows:

The state of California, its officers, agents, and employees are included as additional insured; but only with respect to work performed under this contract. The additional insured endorsement must accompany the certificate of insurance.

- c. Provide that the insurer shall not cancel the insured's coverage without five (5) business days prior written notice to the state. Contractor is responsible to notify the state within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage.
- d. The certificate of insurance shall provide that, in relation to the interests of each additional insured, that the insurance shall not be invalidated by any act, breach, violation or omission Contractor, or any other person or entity, provided the additional insured had not knowingly contributed to such act, breach, violation or omission.

4. No deductible greater than \$1,000.00 shall be acceptable without written approval of.

The Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the time of this contract, the contractor agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one year. New certificates of insurance are subject to the approval of DGS/ORIM, and the contractor agrees that no work or services shall be performed prior to such approval. The state may, in addition to any other remedies it may have, terminate this contract should contractor fail to comply with these provisions.



Exhibit F – Intellectual Property, Products, and Copyrights

1. The state shall be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright and other intellectual property rights to any and all products created, provided, or developed under this Agreement, whether or not published, produced, manufactured or distributed belongs to the state from the moment of creation. If the Contractor should lose its ability to service the Agreement with the state, the state shall retain the right to use said products or materials without further compensation to the Contractor.
2. The state retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.
3. Contractor agrees to cooperate with state and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce the state's intellectual property rights and interest.
4. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining state's prior written permission, and (b) granting to or obtaining for state, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.
5. If the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, shall include a notice of copyright in a place that can be visually perceived at the direction of the state. This notice shall be placed prominently on products or materials and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and Department of California Highway Patrol", or other appropriate mark as directed by Department of California Highway Patrol, Information Technology Section, shall be included on any such products or materials.
6. Contractor represents and warrants that:
 - A. It is free to enter into and fully perform this Agreement.
 - B. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.



- C. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or state and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- D. Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.
- E. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real property, sites, locations, property or props that may be used or shown.
- F. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to state in this Agreement.
- G. It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- H. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

7. STATE MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

8. Intellectual Property Indemnity

- A. Contractor shall indemnify, defend and hold harmless state and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees



incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of state's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or state and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement, state reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against state.

- B. Should any Intellectual Property licensed by the Contractor to state under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve state's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to state. State shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for state to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, state shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- C. Contractor agrees that damages alone would be inadequate to compensate state for breach of any term of this Intellectual Property attachment by Contractor. Contractor acknowledges state would suffer irreparable harm in the event of such breach and agrees state shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.



Contractor's Response to RFO #048CP2404

Upon contract award, the response of the selected Respondent will be included as Exhibit 4 of the contract, in its entirety.



ATTACHMENT 1 – PERSONNEL CHANGE ORDER REQUEST FORM

CHANGE ORDER NO. CO-

Proposed Start Date:

or upon approval by the Contract Administrator, whichever occurs later.

Reason for Change:

Description of Change:

To Swap out the following Personnel.

Current Personnel: (Name, classification and hourly rate)

Proposed Personnel: (Name including phone number and email address)

Proposed Personnel Classification:

Proposed Hourly Rate:

(must be equal or better than current
classification)

(must be less than or equal to current
rate)



Resume Attached?

Experience Worksheet included?

Approval:

Changes identified above are in accordance with the terms and condition of the Contract. By signing below, the Vendor Official has confirmed that the proposed staff meets the personnel classification requirements and any requirements listed in the Statement of Work (SOW). The Contract Administrator's signature below indicates that he/she has confirmed that the proposed personnel staff meets the requirements listed in the SOW.

Vendor Official (Print name & Sign) / Date State Contract Administrator (Print name & Sign) / Date