



Request for Quote

ORACLE DATABASE MIGRATION

CONTRACT #08-C0059

SECTION I OVERVIEW	1
GENERAL INFORMATION	1
DPR CONTACT	1
SERVICE NEED	1
CONTRACT BUDGET	1
PAYMENT WITHHOLD	1
CONTRACT TERM	1
PROCESS TYPE.....	1
PROCESS SCHEDULE.....	1
SECTION II RULES AND CONDITIONS	2
INTRODUCTION	2
COMMITMENT.....	2
ANTITRUST CLAIMS	2
CONTRACTOR’S COST	2
INFORMATION.....	3
ADDENDA.....	3
MODIFICATION OF SUBMITTALS	3
ERRORS IN SUBMITTALS	3
UNRELIABLE LIST.....	3
NEGOTIATING STATE CONTRACTS	3
ELECTRONIC WASTE RECYCLING	3
USE TAX	3
SUB-CONTRACTORS	4
COMMERCIALLY USEFUL FUNCTION.....	4
SECTION III QUOTE SUBMITTAL REQUIREMENTS	5
INTRODUCTION	5
DEADLINE.....	5
ADDRESSING.....	5
NUMBER OF COPIES.....	5
DOCUMENT PRINTING	5
QUALIFICATIONS AND RESOURCES	6
REFERENCES	6
ORGANIZATION.....	6
QUOTE SUBMITTAL REQUIREMENTS CONT	7
CONTRACT ELIGIBILITY	7
LICENSES.....	7
COST BREAKDOWN.....	7
TRAVEL AND PER DIEM	7
KEY PERSONNEL RESUMES.....	7
CONFIDENTIALITY STATEMENT	7
QUOTE SUBMITTAL REQUIREMENTS CONT	8
TAPCA/LAMBRA/EZA.....	8
SECTION IV EVALUATION AND SELECTION	9
INTRODUCTION	9
GROUND FOR REJECTION	9
EVALUATION COMMITTEE	9
EVALUATION AND SELECTION CONT	10
EVALUATION CRITERIA	10

EVALUATION AND SELECTION CONT.	11
QUOTE OPENING	11
AWARD OF AGREEMENT	11
REJECTION OF AWARD	11
BIDDER NOTIFICATIONS	11
EVALUATION AND SELECTION CONT.	12
PROTESTS	12
SECTION V DESCRIPTION OF WORK	13
INTRODUCTION	13
WORK TO BE PERFORMED	13
TASKS	13
CONTROL OF WORK	13
SECTION VI DEFINITION AND TERMS	14
GENERAL	14
ABBREVIATIONS	14
AGREEMENT	14
BIDDER	14
BIDDER’S CONFERENCE	14
BID OPENING	14
CONTRACT	14
CONTRACT MANAGER	14
CONTRACTOR	14
DEPARTMENT	15
DIRECTOR	15
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE CERTIFIED)	15
DPR	15
KEY PERSONNEL	15
LEGAL HOLIDAYS	15
PAYEE DATA RECORD	15
PRINCIPAL	15
PROGRAM MANAGER	15
QUOTE	15
RECYCLE CONTENT CERTIFICATION	15
REQUEST FOR QUOTE (RFQ)	15
RESPONSIBLE BIDDER	16
RESPONSIVE BIDDER	16
SCOPE OF WORK	16
SMALL BUSINESS (CERTIFIED)	16
STATE	16
STATE CONTRACT LAW	16
SUB-CONTRACTOR	16
PROPOSAL SCORING SHEET	13

ATTACHMENTS

ATTACHMENT A - QUOTE SHEET	3 PAGES
ATTACHMENT B – BIDDER DECLARATION	2 PAGES
ATTACHMENT C - CONTRACTOR STATUS FORM	1 PAGE
ATTACHMENT D - CLIENT REFERENCES	1 PAGE
ATTACHMENT E – KEY PERSONNEL REFERENCES	1 PAGE
ATTACHMENT F - CONTRACTOR CERTIFICATION CLAUSES	4 PAGES
ATTACHMENT G – SCORING CRITERIA	2 PAGES

ATTACHMENT H - SAMPLE STANDARD AGREEMENT
ATTACHMENT I – CONFIDENTIALITY STATEMENT
ATTACHMENT J – QUOTE COMPLETION CHECKLIST

6 PAGES
1 PAGE
1 PAGE

SECTION I OVERVIEW

General Information The Department of Pesticide Regulation's (DPR) mission is to protect human health and the environment by regulating pesticide sales and use, and by fostering reduced-risk pest management. For more information on the Department and its program, please see our Web site, www.cdpr.ca.gov.

DPR Contact Department of Pesticide Regulation
Attn: Stacey Salazar
1001 I Street, Contracts Unit, MS-4B
Sacramento, CA 95812
Phone: (916) 323-5446
FAX: (916) 445.6845
EMAIL: ssalazar@cdpr.ca.gov

Service Need DPR Requires Oracle database administrator consulting services to assist in the migration of Oracle 7 and 8 databases to Oracle 11g, and in the consolidation and tuning of database systems and associated applications in the Oracle 11g environment. Discovery work on standalone legacy database systems has been completed and the databases are ready for migration and testing. Discovery, migration, consolidation and tuning work on major complex systems needs to be completed.

Contract Budget Subject to the availability of funds and approval by the Department, there is a current maximum budget of \$300,000.00.

The DPR reserves the right to amend the budget for this Agreement as needs arise.

Payment Withhold The provisions for payment under this contract will be subject to a ten percent (10%) withholding per task.

The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of the DPR.

Contract Term The term of this Agreement will span approximately 18 months and is expected to begin in July 2008.

The DPR reserves the right to amend the term of this Agreement as needs arise.

Process Type Request for Quote (RFQ)

Process Schedule This process will be conducted according to the following tentative schedule:

Advertisement Date	3/27/2008
Written Questions Due by 5:00 pm	4/10/2008
Submittal's Due by 2:00 PM	4/25/2008
Technical Proposals Scored	5/1/2008 through 5/9/2008
Cost Proposals Opened and Scored	5/12/2008
Notice of Intent to Award	5/14/2008

SECTION II**RULES AND CONDITIONS**

Introduction

There are conditions that this RFQ, submitting Bidders, quotes and resulting Agreements are subject to and/or required to comply with.

Commitment

Upon submittal of a Quote, the Contractor has committed to comply with the following requirements:

- All items noted in RFQ documents
- Special Terms and Conditions included in Attachment H, Sample Standard Agreement :
- General Terms and Conditions available for viewing at <http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf>
- Contractor Certification Clauses available for viewing at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>.

If the Bidder fails to meet any of the requirements or comply with the DPR requests, the DPR can reject, disqualify, or remove the firm from the process.

The DPR is not committed to award an Agreement resulting from this RFQ.

Antitrust Claims

In submitting a Quote Package to a public purchasing body, the Bidder offers and agrees that if the Quote Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Quote Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Quote Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

Contractor's Cost

All costs resulting from the Contractor's participation in the RFQ process are at the firm's expense.

No costs incurred by the Contractor participating in the RFQ process will be reimbursed by the DPR.

RULES AND CONDITIONS CONT.

Information

All information obtained or produced during the course of the Agreement will be made available to the DPR.

Any information that the Bidder deems confidential, must so be marked prior to submission to the DPR.

The DPR will hold information deemed confidential by the Bidder to the extent allowable by the California Public Records Act and the Public Contract Code.

Addenda

The DPR reserves the right to amend, alter, or change the rules and conditions of this RFQ.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFQ should immediately be reported to the DPR prior to the deadline for submission of written questions. The DPR will issue addenda to address such issues.

Modification of Submittals

A Quote submitted prior to the submittal deadline, can be withdrawn or modified by the submitting Bidder. The Bidder must:

- Provide a written request
- Identify the requesting individual and their association to the Bidder

A Quote cannot be withdrawn after the submittal deadline has passed.

Errors in Submittals

An error in a Quote Package may be cause for rejection of that quote.

The DPR may make certain corrections, if the Bidder's intent is clearly established based on review of the complete quote.

Unreliable List

Any Contractor or Sub-Contractor currently on the DPR Unreliable list, is ineligible to apply for or participate in this contract.

Negotiating State Contracts

This solicitation and any resulting contract or amendments are subject to the conditions set forth in PCC 6611.

If any of the conditions identified in PCC 6611 exist, the State may perform contract negotiations, if it is determined to be in the best interest of the State.

Electronic Waste Recycling

If the Contractor or any Sub-Contractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.

Use Tax

If, during the course of the agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of Section 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to Section 10295.1 of the Public Contract Code.

RULES AND CONDITIONS CONT.

Sub-Contractors

All Sub-Contractors identified in the quote, must be experts in their respective disciplines and capable of performing the tasks for which they are hired.

If awarded the agreement, the Contractor must use all of the Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) firms identified on the SB/DVBE Participation Summary.

The DPR reserves the right to approve substitutions of Sub-Contractors, as long as, certified business participation levels remain unchanged.

Commercially Useful Function

The Department expects that the Bidder will perform a commercially useful function (CUF) during the course of the agreement. A Bidder performing a CUF is one that does all of the following:

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

SECTION III**QUOTE SUBMITTAL REQUIREMENTS**

Introduction

Failure to follow the instructions contained in this document may be grounds for rejection of a Quote.

The DPR may reject any Quote if it is conditional, incomplete or contains irregularities.

The DPR may waive an immaterial deviation in a Quote, if deemed in the best interest of the DPR.

Deadline

The Quote Package must be received by the DPR, at the address listed in Section I, Overview by 2:00 p.m. on **April 25, 2008.**

Quotes received after the deadline, will be considered late and returned to the Bidder unopened.

Addressing

The Quote Package must clearly state that it is in response to this RFQ and note the RFQ number listed with the direction of "Mailroom – do not open."

Number of Copies

The Bidder is required to submit all required documents in the following format:

- Three original, non-bound hard copies marked "Original"
 - One electronic copy from disc or compact disc viewable by Adobe Acrobat Reader
-

Document Printing

All documents must be submitted double-sided on paper with a minimum of 30% post-consumer recycled content fiber.

QUOTE SUBMITTAL REQUIREMENTS CONT.

Qualifications and Resources

The prospective Contractor must have the experience, qualifications, and resources to perform the required tasks of the project.

The prospective Contractor must have at least three years experience in the business of providing Oracle professional database services to US-owned and operated companies.

Key Personnel qualifications:

1. The key personnel must be a senior database administrator (DBA) with extensive enterprise experience in database planning, migration, testing and tuning. The DBA must also possess experience and expertise in the legacy Oracle 7 and 8 versions.
2. Certification: Key personnel who will be assigned to the project must be Oracle 11g-certified database administrators or must be able to demonstrate at least two years journey level experience in providing Oracle 10g or 11g database administration services. The key personnel claiming Oracle 11g certification may be asked to present proof of certification.
3. Database administration experience: The key personnel must also have at least two years of database administration experience in Oracle versions 7, 8 and 10 or 11 and journey level expertise in Oracle SQL and PL/SQL.
4. Other technical knowledge: The key personnel must possess a working knowledge of and experience with the Unix/Solaris environment and Unix scripting language. Some knowledge of Oracle Applications Server may be required.
5. Project experience: The key personnel must have demonstrated experience serving as part of a database migration project team, serving in both an advisory and technical capacity.

References

The Bidder must provide a minimum of three (3) verifiable **business** references and/or experience, and the references must come from projects completed within the past five (5) years, for companies owned and operated in the United States.

The references must be for projects of similar or greater size, scope, and complexity than the services being sought. The references must be able to substantiate the Bidder's quality and timeliness of service, and knowledge of products. Include company name, address, phone number, and a management contact person/title for each company referenced. All references must be verifiable.

In addition to the business references stated above, the Bidder must also provide three technical references for any prospective **key personnel** who may be performing the work.

The DPR reserves the right to seek references in addition to the client references provided by the Bidder, as it deems necessary.

If a reference or project experience is unable to be verified, it will be disregarded.

Organization

Provide a brief description of the organization's services and activities, including:

- Date of establishment
 - History
 - Location
 - Any known conflict's of interest
-

QUOTE SUBMITTAL REQUIREMENTS CONT.

Contract Eligibility	<p>The Bidder is encouraged to provide a copy of their current business certification with the Department of General Services, Office of Small Business and DVBE Certification (OSDC) and must also include a written declaration, stating that the Contractor and any Sub-Contractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.</p>
Licenses	<p>The Contractor shall be an individual or firm licensed to do business in California, pursuant to California Business and Profession Code Section 7028.15.</p> <p>A copy of the Bidder's business license with an expiration date, must be included with the Quote Package.</p>
Cost Breakdown	<p>The quote must specify the total cost and include detailed project costs, as required in the Quote Sheet. The Quote Sheet MUST be put in a separate envelope, and submitted with the rest of the bid. Any Technical Proposal that includes cost information will be disqualified.</p> <p>The costs identified, should take into consideration the length of the contract, rise in salaries and administrative overhead costs.</p> <p>The amount identified on the cost breakdown may not be changed and will remain in effect for the life of the agreement.</p>
Travel and Per Diem	<p>Lodging, food, and incidental expenses on trips in support of services will be reimbursed at the following State per diem rates per 24 hour day for the length of the contract.</p> <ul style="list-style-type: none">• Lodging – up to a maximum of \$84 per day• Meals (breakfast, lunch and dinner) – up to a maximum of \$34 per day• Incidentals – up to a maximum of \$6 per day.• Coach airfare, mid-size/economy rental cars, and fuel – actual costs verified by bills or receipts. First Class or Business Class air travel is not allowed.
Key Personnel Resumes	<p>The Bidder must submit a resume for any prospective key personnel who may be performing the work, detailing experience meeting the stated key personnel qualifications. Qualifying experience in the resume(s) must be verifiable. Resumes and references will be used to score the Key Personnel portion of the evaluation.</p>
Confidentiality Statement	<p>Certifies that no copy or disclosure of information will be made to any other party who has not signed a copy of this confidentiality agreement</p>

QUOTE SUBMITTAL REQUIREMENTS CONT.

TAPCA/LAMBRA/EZA If you qualify for more than one bidding preference (TACPA, EZA, LAMBRA, Small Business), the maximum preference allowed by law is 15% or \$100,000.

If any of these "acts" apply complete the appropriate form and attach it to your response.

ENTERPRISE ZONE ACT PREFERENCE (EZA)

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

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

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

TARGET AREA CONTRACT PREFERENCES ACT (TACPA)

(STD. 830S for Services)

Preference will be granted to California-based Contractors in accordance with Government Code Section 4530 whenever contract for goods and services are in excess of \$85,000 and the Contractor meets certain requirements as defined in the California Code (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide the services being procured. Bidders desiring to claim Target Area Contract Preferences Act shall complete Std. Form 830 and submit it with the Final Proposal. Refer to the following website link to obtain the appropriate form:

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

LOCAL AGENCY MILITARY BASE RECOVERY AREA PREFERENCE (LAMBRA)

The LAMBRA bidding preference that you qualify for is used for bid solicitation purposes only, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract (Government Code, Section 7118 et seq., and California Code of Regulations, Title 2, Section 1896, 100 et seq.). Bidders desiring to claim this preference must submit a fully executed copy of STD. Form 832 with their Final Proposal. Refer to the following website link to obtain the appropriate form:

<http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf>

SECTION IV**EVALUATION AND SELECTION**

Introduction

The DPR will perform a Pre-Qualification Evaluation process to ensure that the Bidder has included all required documentation in the Quote submittal.

If a quote package does not meet all of the requirements set forth in this RFQ, it will be considered non-responsive and rejected from further competition.

Grounds for Rejection

All quotes may be rejected whenever the determination is made that the quotes received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected.

Additionally, a quote may be rejected if:

- It is received after the due date and time for submittal
- The quote submittal is unsigned
- The Department determines that the Bidder will not perform a commercially useful function
- The quote cost is not prepared as required by the RFQ
- The Bidder has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Bidder has received a substantive negative contract performance from the State
- Any items required by the RFQ are not included with the submittal

No quote may be rejected arbitrarily or without reasonable cause.

Evaluation Committee

An evaluation committee will review and evaluate offers based on the degree to which the quotes offer the best value to DPR. In the event of a tie bid, DPR will flip a coin to determine the successful contractor.

EVALUATION AND SELECTION CONT.

Evaluation Criteria

Each RFQ response will be checked for the presence of requirement information in conformance with the submission requirements of this RFQ. The department will evaluate each RFQ response to determine its responsiveness to the requirements.

Each submittal will first be checked for administrative requirements. All documents listed in Section 1 and Section 2 of the Quote Completion Checklist must accompany the quote package. Any quotes received that do not comply will be disqualified as non-responsive.

The overall responsiveness of each RFQ response is based on the complete response from the Bidder to the RFQ requirements, including the statement of work for the project. The following sub-sections and criteria will be reviewed by the State's evaluation team.

1. Technical Requirements (scored at 50% of the total points available)

The Vendor will be scored on demonstrated knowledge of the tasks outlined in the Scope of Work, and the Contractor's and Contractor's key personnel's qualifications and experience. Attachment K outlines the scoring criteria. To qualify, the bidder must achieve an overall score on the Technical Requirements of no less than 80%.

2. Cost (scored at 50% of the total points available).

The contractor will be evaluated on the total extended cost for both the contracted term and including any optional extension years. Each bidders cost score will be calculated based on the ratio of the lowest cost proposal to the bidders cost, multiplied by the maximum number of cost points available (50), as shown in the calculation below:

$$\frac{\text{Lowest Total Cost Bid}}{\text{Bidder Total Cost}} \times \text{Total cost points available}$$

Example: To help illustrate this process, refer to the table below, for an example of the cost score calculation process. **Cost figures in the example below explain the calculations and have no other significance.**

Bidder	Grand Total Cost	Calculation	Cost Points Awarded
A	\$400,000	$\frac{\$300,000}{\$400,000} \times 50$	38
B	\$350,000	$\frac{\$300,000}{\$350,000} \times 50$	43
C	\$300,000	$\frac{\$300,000}{\$300,000} \times 50$	50

3. Final Scoring Methodology

Bidder	Technical Score	Cost Score	Total Points Awarded
A	42	38	80
B	38	43	81
C	46	50	96

EVALUATION AND SELECTION CONT.

Quote Opening The qualified quotes will be opened at the time set in Section I, Schedule.

Award of Agreement Award of contract, if made, will be in accordance with the RFQ information on Evaluation to a responsible Bidder whose bid complies with all the requirements of the RFQ documents and an addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within forty-five (45) days after the scheduled date for Contract Award as specified in the RFQ; however, a Bidder may extend the offer beyond 45 days in the event of a delay of contract award.

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

Written notification of the State's intent to award will be made to all Bidders. If a Bidder, having submitted a bid, can show that its bid, instead of the bid selected by the State, should be selected for contract award, the Bidder will be allowed five (5) working days to submit a protest to the Intent to Award, according to the instructions contained in the paragraph titled "Protests" of this RFQ.

Award of this Agreement will be to the responsive responsible Bidder meeting all of the RFQ requirements and providing the best value to the State.

The DPR reserves the right to not award an Agreement.

Rejection of Award If the Bidder fails to enter into a satisfactory Agreement within a reasonable timeframe after the award is made, the DPR may deem that the Bidder has rejected the award.

The DPR reserves the right to disqualify the awardee and award the Agreement to the next lowest responsive responsible Bidder.

The DPR will notify the rejected lowest responsive Bidder, at least five (5) days prior to the award being made, of the decision not to award the agreement.

Bidder Notifications The DPR will notify all Bidders of the outcome of their quote submittals, prior to the award of the contract.

EVALUATION AND SELECTION CONT.

Protests

Any Bidder's issues regarding solicitation requirements must be resolved (or attempts to resolve them must have been made) before a protest may be submitted according to the procedure below. These issues will first be resolved by the contact for the solicitation or if they result in a protest, the protest will be submitted to DGS Procurement Division Deputy Director to hear and resolve issues and whose decision will be final.

If a Bidder has submitted a bid which it believes to be totally responsive to the requirements of the RFQ and to be the bid that should have been selected according to the evaluation procedure in the solicitation section on Evaluation and the Bidder believes the State has incorrectly selected another Bidder for award, the Bidder may submit a protest of the selection as described below. Protests regarding selection of the "successful vendor" will be heard and resolved by the Victim Compensation and Government Claims Board whose decision will be final.

All protests of award must be made in writing, signed by an individual authorized to bind the Bidder contractually and financially, and contain a statement of the reason(s) for protest; citing the law, rule, regulation or procedure on which the protest is based. The protester must provide facts and evidence to support the claim. Protests must be mailed or delivered to:

Street and Mailing Address:

Deputy Director
Procurement Division
707 Third Street, Second Floor South
West Sacramento, CA 95605

Facsimile No.: (916) 375-4611

All protests to the RFQ or protests concerning the evaluation, recommendation, or other aspects of the selection process must be received by the DGS Procurement Division Deputy Director as promptly as possible, but not later than the date indicated in the Notification of Intent to Award. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of delivery.

SECTION V**DESCRIPTION OF WORK**

Introduction

Contractor will provide Oracle database administrative consulting services and Maintenance to the Department of Pesticide Regulation for various applications, as outlined below.

Work to be Performed

DPR Requires Oracle database administrator consulting services to assist in the migration of Oracle 7 and 8 databases to Oracle 11g, and in the consolidation and tuning of database systems and associated applications in the Oracle 11g environment. Discovery work on standalone legacy database systems has been completed and the databases are ready for migration and testing. Discovery, migration, consolidation and tuning work on major complex systems still needs to be completed.

Tasks

Contractor will work with DPR on the following assignments:

1. Database discovery, testing and migration planning
 2. Database application discovery and migration planning
 3. Implementation of Oracle 11g into production environment
 4. Decommission of Oracle 7 and 8 servers from the production environment
 5. Database consolidation
 6. Database system and application and tuning
 7. Support of Oracle 7 and 8 as needed throughout the migration process
 8. Prepare system documentation
 9. Additional related services, as required
-

Control of Work

1. The DPR staff have the authority to determine the quality and acceptability of the following:
 - Work to be performed
 - Rate and progress of the work
 - Fulfillment of the services provided by the Contractor
 - Compensation for services provided by the Contractor

These decisions will be deemed final and enforceable by DPR staff when the Contractor fails to complete orders required by this Agreement.

2. The Contractor will designate a Program Manager who holds the following authority:
 - Act as the Contractor's Representative for work to be provided under this Agreement
 - Act as the Contractor's Representative regarding contractual matters relating to this Agreement

If during the course of the Agreement, it is deemed necessary to replace the Program Manager, DPR staff approval is required.

SECTION VI DEFINITION AND TERMS

General Unless the context otherwise requires, wherever in this RFQ or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity, and are intended to refer to persons of either sex.

Abbreviations

ADA	Americans with Disabilities Act
CCR	California Code of Regulations
DVBE	Disabled Veteran Business Enterprise
Cal/EPA	California Environmental Protection Agency
GC	Government Code
DPR	Department of Pesticide Regulation
PCC	Public Contract Code
RFQ	Request for Quote
SB	Small Business
SOW	Scope of Work

Agreement

The written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the RFQ, Quote, general and specific terms and conditions, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

Bidder

Any business venture that responds to a Request for Quote by submitting a quote to the contracting agency; a potential Contractor.

Bidder’s Conference

A meeting with potential Bidders before the bid submission date.

Bid Opening

A public meeting, where the costs bid by a Bidder on an advertised project, are opened and a determination is made as to the apparent low Bidder.

Contract

A legally binding agreement between the state & another entity, public or private, for the provision of goods or services.

Contract Manager

A person designated by the responsible state agency or department to manage performance under a contract.

Contractor

That business entity which, in responding to this RFQ, proposes to provide personnel to perform the requested services. A party contracting with the awarding agency. Vendor is often used synonymously with Contractor.

DEFINITION AND TERMS CONT.

Department	The Department of Pesticide Regulation
Director	The Director of the Department of Pesticide Regulation or designees. Any references to Executive Officer shall mean the Director and/or its designated officer.
Disabled Veteran Business Enterprise (DVBE Certified)	A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the United States; and (4) the business has been certified as a DVBE by the Office of Small Business and DVBE Certification .
DPR	The Department of Pesticide Regulation
Key Personnel	The individual performing the professional services described in this RFQ. The key personnel may either be an employee of the Contractor, or a subcontractor of the contractor.
Legal Holidays	Those days designated as State holidays in the Government Code.
Payee Data Record	A completed Payee Data Record (STD 204) is required for payments to all non-governmental entities and will be kept on file at each State agency. No payment shall be made unless a completed STD 204 has been returned to the Department.
Principal	The head or primary of the Bidder's firm.
Program Manager	Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Program Manager prior to submittal to the Board.
Quote	A potential Contractor's reply to a solicitation for purchase of goods or services which represents what the Contractor would charge to provide those goods or services.
Recycle Content Certification	The recycle materials, goods, and supplies program requirements of California Public Contract Code Sections 12200, 12205, and 12161, state that the recycle content certification will be required to be submitted by the successful contractor. The awarded Bidder will be required to complete a Recycle Content Certification Form (ADM-2038) and provide the form with the signed agreement. An incomplete form or failure to provide a completed form will result in cancellation of the contract.
Request for Quote (RFQ)	Contract solicitation among businesses that have been certified by the Office of Small Business and DVBE Certification, Department of General Services, as a Small Business and/or DVBE.

DEFINITION AND TERMS CONT.

Responsible Bidder	A Bidder who is fully capable of performing the contract.
Responsive Bidder	A Bidder whose quote meets the specifications & other requirements contained in the RFQ.
Scope of Work	The description of work required of a Contractor by the awarding agency.
Small Business (Certified)	A business that has been certified by the Office of Small Business and DVBE Certification, Department of General Services, as a small business as defined in GC 14837 and 2 CCR 1896.
State	The State of California.
State Contract Law	The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.
Sub-Contractor	A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

ATTACHMENTS

QUOTE SHEET

Contractor Information		
Name & Title	Project Role	Hourly Rate①
	Project Manager	\$
	Key Personnel	\$

For a detail listing of each task, please see Attachment H, Exhibit A – Scope of Work

TASK NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	Hourly Rate	TOTAL (In Figures)
1	600	Hours	Project Manager		
			Onsite Key Personnel		
2	400	Hours	Project Manager		
			Onsite Key Personnel		
3	200	Hours	Project Manager		
			Onsite Key Personnel		
4	100	Hours	Project Manager		
			Onsite Key Personnel		
5	200	Hours	Project Manager		
			Onsite Key Personnel		
6	200	Hours	Project Manager		
			Onsite Key Personnel		
Page 1 Subtotal					

TASK NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	Hourly Rate	TOTAL (In Figures)
7	200	Hours	Project Manager		
			Onsite Key Personnel		
8	40	Hours	Project Manager		
			Onsite Key Personnel		
9	60	Hours	Project Manager		
			Onsite Key Personnel		

(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF QUOTES. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.

TOTAL THIS SHEET

PAGE 1 SUBTOTAL

(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL

TOTAL THIS PROPOSAL

① Contractor's hourly rate will be fully loaded to include travel cost, etc.

This document will become Attachment 1 of the final contract

Optional Contract Extension Rates for FY 09/10 & 10/11 (should the state opt to extend the contract):

Name & Title	Project Role	Hourly Rate①
	Project Manager	\$
	Key Personnel	\$

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this quote constitutes an irrevocable offer for a ninety (90) day period for the DPR to award an Agreement. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in DPR documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by the DPR in verification of the recitals comprising this Quote and also hereby authorizes the DPR to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) 10410, 10411, and Government Code (GC) 87100, by the submitting firm and/or any Sub-Contractors listed in the Quote.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized Representative:	_____	Contractor Name:	_____
Address:	_____	Telephone #:	_____
City, State Zip:	_____	Email:	_____
Signature of Authorized Representative:	_____	Date Signed:	_____

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, SB/NVSA, DVBE): _____ or None ____ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? **Yes** ___ **No** ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ___ **No** ___
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ___ **No** ___ **N/A** ___

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No,” proceed to Item #1.c. If “Yes,” enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No.” The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ___ of ___” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ___ of ___” accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter “None.” [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the “Page ___ of ___” accordingly.

Contractor Status Form

Contractor's Name _____ County _____
 Address _____ Phone No. _____
 _____ Fax No. _____
 Federal Employer Identification No. _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS:

Individual Limited Partnership General Partnership Corporation Other

INDIVIDUAL:

If a sole proprietorship, state the true name of sole proprietor: _____

PARTNERSHIP:

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

CORPORATION:

If a corporation, place and date of Incorporation: _____

Date corporation was authorized by Secretary of State: _____

President: _____ Vice-President: _____

Secretary: _____ Treasurer: _____

Other Officers: _____

OTHER: (Explain)

SMALL BUSINESS PREFERENCE

Are you claiming preference as a small business?

- YES – Attach approval letter from Office of Small Business Certification and Resources
 NO

Date you filed for small business preference: _____ Your small business ID No. _____

NOTE: THIS FORM MUST BE COMPLETED OR YOUR QUOTE MAY BE REJECTED

Client References

List at least three (3) client references that can attest to the **Contractor's** qualifications to fulfill the requirements of the Scope of Work. List the most recent first. Client references must also be provided for any Sub-Contractors identified in the Bidder's response. Duplicate and attach additional pages as necessary. All qualifying experience submitted must be for services performed for US-owned and operated companies/organizations. Qualifying references and experience must be verifiable. Reference phone numbers must be United States phones numbers only.

Please note that Key Personnel references are not to be included here.

BIDDER / SUB-CONTRACTOR'S NAME: _____

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Cost of Service		
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Cost of Service		
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Cost of Service		
Brief Description of Service Provided			

If three references cannot be provided, explain why:

Key Personnel References

List at least three (3) client references that can attest to the **Key Personnel's** qualifications to fulfill the requirements of the Scope of Work. List the most recent first. Duplicate and attach additional pages as necessary. All qualifying experience submitted must be for services performed for US-owned and operated companies/organizations. Qualifying references and experience must be verifiable. Reference phone numbers must be United States phone numbers only.

KEY PERSONNEL'S NAME:

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

If three references cannot be provided, explain why:

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been

issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

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

Current State Employees (Pub. Contract Code §10410):

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

Former State Employees (Pub. Contract Code §10411):

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

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

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

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

**Proposal Scoring Sheet
RFQ**

To qualify, the Proposer MUST achieve an overall score of 80%.

Proposer's Score

- 1. Clarity and Organization of Contractor's Quote -- **5**
 - a. Clarity, organization, and conciseness of offer. (5) _____

- 2. Contracting Organization's Qualifications and Experience -- **25**
 - a. Demonstrated industry experience (5) _____
 - b. Relevance of experience cited (5) _____
 - c. Depth and breadth of available technical staff (5) _____
 - d. Geographic availability of available technical staff (5) _____
 - e. References (5) _____

- 3. Key Personnel Qualifications and Experience -- **20**
 - a. Technical qualifications (5) _____
 - b. Relevant individual experience (5) _____
 - c. Depth and extent of relevant experience (5) _____
 - d. References (5) _____

TOTAL SCORE SECTION 1: _____

Evaluator's Signature

Cost proposal:

The contractor will be evaluated on the total extended cost for both the contracted term and including any optional extension years. Each bidders cost score will be calculated based on the ratio of the lowest cost proposal to the bidders cost, multiplied by the maximum number of cost points available (50), as shown in the calculation below:

$$\frac{\text{Lowest Total Cost Bid}}{\text{Bidder Total Cost}} \times \text{Total cost points available}$$

Example: To help illustrate this process, refer to the table below, for an example of the cost score calculation process. **Cost figures in the example below explain the calculations and have no other significance.**

Bidder	Grand Total Cost	Calculation	Cost Points Awarded
A	\$400,000	$\frac{\$300,000}{\$400,000} \times 50$	38
B	\$350,000	$\frac{\$300,000}{\$350,000} \times 50$	43
C	\$300,000	$\frac{\$300,000}{\$300,000} \times 50$	50

Bidder's Cost	Calculation	Cost Points Awarded
	_____ X 50	

Total Score Section 1 _____

Total Cost Score _____

Grand Total _____

STANDARD AGREEMENT

STD. 213 (NEW 06/03)

Sample Standard Agreement

	REGISTRATION NO.
PURCHASING AUTHORITY NO.	AGREEMENT NO.
9I-0908-PRG-HQ1	08-C0059

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

STATE AGENCY'S NAME

DEPARTMENT OF PESTICIDE REGULATION

(hereafter called State)

CONTRACTOR'S NAME

TBD

(hereafter called Contractor)

2. The term of this Agreement is:

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

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

Exhibit A – Statement of Work	3 page(s)
Exhibit B – Budget Detail and Payment Provisions	3 page(s)
Exhibit C – GSPD-401IT - General Provisions- Information Technology 4/12/07*	By Reference
Exhibit D – Information Technology Personal Services Special Provisions 2/8/07*	By Reference
Exhibit F – Special Terms and Conditions	1 page(s)
Attachment 1 – Quote Sheet	2 page(s)
Attachment 2 –Key Personnel Resume(s)	XX pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf> and <http://www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial020807.pdf> and*

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
California Department of Pesticide Regulation		
BY (Authorized Signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Joanne Payan		
ADDRESS		
1001 I Street, P.O Box 4015, Sacramento CA 95812-4015		

EXHIBIT A

STATEMENT OF WORK

1. This Agreement is entered into by and between the Department of Pesticide Regulation (hereinafter referred to as the "DPR" or "Customer") and the Contractor Name for the purpose of obtaining information technology consulting services. This Agreement specifies by whom the work shall be performed and the time for performance, including the date of completion, if applicable.
2. The Contractor agrees to provide Oracle database administrative consulting services to assist in the migration of Oracle 7 and 8 databases to Oracle 11g. Contractor will also consolidate and tune the database systems and associated applications in the Oracle 11g environment.
3. The services shall be performed at DPR's headquarters, located at 1001 I Street, Sacramento, California.
4. Services shall be provided during the term of July 1, 2008 or upon final approval which ever occurs later, through December 30, 2009, as identified on the first page of the Agreement. Upon final approval the Department reserves the right to amend the scope of work, increase the cost and/or extend the term of this Agreement, based on Departmental needs. The Agreement is of no effect until final approval by the state is obtained.
5. The Contract managers during the term of this Agreement are as follows:

Department of Pesticide Regulation	Contractor:
Section/Unit: ITB	Section/Unit:
Contract Manager:	Project Manager:
Address: 1001 I Street	Address:
Sacramento, CA 95814	
Bus. Phone No. :	Bus. Phone No.:
Fax No:	Fax No:

6. Detailed description of work to be performed and duties of all parties:
 - a. DPR's current production Oracle database environment consists of 4 servers of various ages, running Solaris 7 or higher on Sun Unix hardware. These databases will be migrated into two instances of Oracle 11g on a single internal production Sun Fire v445 server. The total consolidated database size will be approximately 700 GB.
 - b. In order to ensure a stable Oracle environment and to minimize disruptions in service, consulting and technical assistance are required for the planning and migration of enterprise applications and databases to the Oracle 11g platform, and for training/coaching its Oracle database staff.
 - c. Development and staging environments are available for migration.

EXHIBIT A

- d. Some database systems also consist of an external presence on DPR's public internet server. These databases must be tested and migrated as well.
- e. All contract work, with the exception of system documentation or other written work, must be performed on site at DPR headquarters in Sacramento. DPR will not provide remote network access to its Contractor or their key personnel.
- f. Due to the sensitivity of information, DPR would like to limit the number of Key Personnel working on this contract to one primary key personnel, with the occasional addition of a "specialist" or sub-contractor for necessary duties.
- g. The project work will include the following tasks. Much of the work includes the system discovery process, and the distribution of project effort among these activities may vary, depending on the results of the discovery process and the resulting tasks list. The key personnel will perform both technical and advisory duties.

Task 1: Database discovery, testing and migration planning:

- 1) Work with DPR's database staff and business process experts to examine and document database dependencies and automated processes occurring between database systems.
- 2) Contribute to the development of the overall migration strategy, including the sequencing of the migrations, based on the information gathered in the discovery process.
- 3) Apply knowledge and expertise to help staff develop detailed and carefully sequenced migration plans for moving production legacy databases into Oracle 11g in production, with minimal impact to end users.
- 4) Participate in development of database migration recovery plans, in the event that the migration is unsuccessful.

NOTE: Tasks 1 and 2 will occur in parallel.

Task 2: Database application discovery and migration planning:

- 1) Assist DPR's application developers and analysts with the discovery process for dependencies among and within applications, as it pertains to Oracle databases.
- 2) Use the information obtained in the discovery process to contribute to the sequencing of the migration of applications into a new production environment running against an Oracle 11g database backend.
- 3) Participate in development of application migration recovery plans, as pertains to Oracle databases, in the event that the application migration is unsuccessful.

Task 3: Implementation:

- 1) Prepare the Oracle 11g production environment for the loading of production data from legacy servers. Assist in developing, scripting and testing the procedure for going live. Forecast the amount of time required for loads, and system downtime required. Identify issues to address and systems impacted by implementation.
- 2) Assist database and application development staff as needed during the application migration process. Be available for evening or weekend work during implementation.

EXHIBIT A

- 3) Be available on site following application migration to assist in the recovery or problem resolution processes. Contribute to development of post-implementation validation plans.

Task 4: Decommission Oracle 7 and 8 servers from the production environment.

- 1) As server functions are migrated to the Oracle 11g platform, during the term of the contract, remove legacy databases and servers from production and monitor the overall environment for stability.

Task 5: Database consolidation

- 1) Following completion of database migration to Oracle 11g, assist with consolidation of redundant users across instances.

Task 6: Database system and application tuning:

- 1) Following completion of database migration to Oracle 11g, analyze database systems performance and make recommendations for enhancing performance.
- 2) Upon review and approval of recommendations, implement and validate performance tuning measures.

Task 7: Provide support for the Oracle 7 and Oracle 8 environment as needed throughout the migration processes.

- 1) Many of our existing systems are running in a compromised or fragile state. We may require the assistance of the key personnel in the event of a system outage, to keep systems operational until they have been successfully moved to Oracle 11g.

Task 8: Prepare system documentation.

- 1) Update and maintain documentation of Oracle database system configurations as changes are made.

Task 9: Additional related services.

- 1) DPR will allocate an additional 60 hours to perform unanticipated task that may occur during the term of this agreement as outlined above. These hours must be authorized by DPR's project coordinator and will be reimbursed at that same hourly rate as identified in Attachment 1 of the approved Contract Agreement.

Note: DPR will work with the Contractor to determine an appropriate timeline for project activities in accordance with the above project deliverables.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.

For services satisfactorily rendered, and upon receipt and approval of the invoices, DPR agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line Item amounts specified in Attachment 1 of this contract.

- B. The provisions for payment under this contract will be subject to a ten percent (10%) withholding per task.

The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of the DPR.

- C. The Contractor shall submit an invoice to DPR for costs incurred pursuant to this Agreement. In addition, the invoice shall contain the following information:

- 1) The Agreement number;
- 2) The dates or time period during which the invoiced costs were incurred;
- 3) Expenditures for the current invoice and cumulative expenditures to date; and,
- 4) The signature of an authorized representative of the Contractor.

- D. Invoices shall be submitted quarterly in arrears in triplicate on printed letterhead identified by a control number to:

Department of Pesticide Regulation
Information Technology Branch
Attn: NAME
P.O. Box 4015
Sacramento, CA 95812-4015

- E. The invoice containing the final costs to be paid by DPR shall be identified as the "final invoice." The final invoice shall be delivered to DPR not more than thirty (30) calendar days following the expiration of this Agreement. Payment of the final invoice shall be based upon completion of the following:

- 1) Satisfactory completion of this Agreement;
- 2) Compliance with paragraph 6 (contractor's responsibilities) of Exhibit A; and,

EXHIBIT B

- 3) Submittal to the Contract Manager of all reports and documentation required in this Agreement

 - F. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927, upon receipt of the invoice(s), subject to approval of the Project Coordinator, and contingent upon satisfactory completion of the terms of this Agreement.

 - G. "Satisfactory completion" as used in this Agreement means that the Contractor has complied with all terms, conditions and performance requirements of this Agreement.
2. **Budget Requirements**
- A. The total amount payable to the Contract under this Agreement shall not exceed the amount specified on the first page of this Agreement and the total amount shown in Attachment 1 of this Contract.

 - B. The Contractor shall not receive additional compensation for reimbursement or for costs not identified in Attachment 1 of this Contract and shall not decrease the work to compensate therefore.

 - C. Variations to Attachment 1 of this contract shall not be allowed without an amendment to this Agreement.
3. **Budget Contingency Clause**
- A. 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 the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

 - B. 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 the Contractor to reflect the reduced amount.
4. **Inclusive Costs**
- The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

EXHIBIT B

5. **Excise Tax**

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

EXHIBIT F

SPECIAL TERMS AND CONDITIONS

1. **Approval**

This Agreement is of no force or effect prior to the commencement date, as identified on the signature page of this Agreement, or until signed by both parties and final approval by DGS whichever occurs later. The Contractor may not commence performance until final approval has been obtained. The final approval date is identified on the signature page (bottom right corner) of this Agreement.

2. **Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

3. **Evaluation of Contractor's Performance**

The Contractor is hereby notified that its performance under this Agreement may be evaluated within thirty (30) calendar days following the Expiration of this Agreement. The evaluation may include statements on the adequacy of the service or the product, whether the service was satisfactory, whether the service or the product was provided or completed within the time limitations, reasons for time or cost overruns, whether the product is operational or being utilized by the State, and/or the State plans for implementation, and the State's general impression as to the competency of the Contractor and its staff. The evaluation shall be filed in the State's official Contractor Evaluation File.

4. **Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)**

The State has established no goals for the participation of DVBE for this contract. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE subcontractor participation should clearly defined portions of the work become available.

QUOTE COMPLETION CHECKLIST

ATTACHMENT J

Please use this checklist to assist in the preparation of your Quote package to ensure that all required items are included.

SECTION 1

- Attachment A, Quote sheet (Please put in separate envelope than technical proposal)
 - Attachment B, Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary
 - Attachment C, Contractor Status Form
 - Attachment D, Client References
 - Attachment E – Key Personnel References
 - Attachment F – Contractor Certification Clauses (CCC 307)
 - Organization Letter – please see Section III – Quote Submittal Requirements, Sub-Section “Organization” for instructions.
 - Attachment I – Confidentiality Statement
 - Key Personnel Resume(s)
 - OSDC Verification Letter
 - Copy of Bidder’s business license
 - Attachment J - Quote Completion Checklist
-

The following number of Quote packages must be submitted as the Contractor’s response to this RFQ:

SECTION 2

- Three (3) unbound reproducible original Quote package marked “original” and one copy on CD in Adobe format
-

The following forms are not required at the time of the quote submission but will be required by the successful Contractor during the contract period:

SECTION 3

- Recycled Content Certification
 - Payee Data Record
-

Please note that if any of the items are missing from the Quote package, the package will be considered incomplete and will be disqualified from the process.