

CDT OSTP Request For Proposal



Request for Proposal (RFP)

RFP 2026-001

PART 1 – BIDDER INSTRUCTIONS

FOR

DCC - Cannabis Integration System CSI

June 19, 2026

Issued by:

STATE OF CALIFORNIA

Department of Cannabis Control 2920 Kilgore Road, Rancho Cordova, CA 95670

Part 1 of the solicitation template contains the bidder and bidding instructions, proposal form instructions, solution requirements and instructions, and all other instructional/compliance information that the bidder must meet in order to be considered responsive and responsible to the solicitation.

Part 2 of the solicitation template contains all forms a bidder must complete and return with its Final Proposal, including the SOW, administrative forms, qualification forms, requirement responses, and all exhibits/attachments discussed in Part 1.

Disclaimer: The original version and any subsequent solicitation addenda released by the Procurement Official of this solicitation remain the official version. In the event of any inconsistency between the bidder's versions, articles, attachments, specifications or provisions (which constitute the Contract), the official State version of the solicitation in its entirety shall take precedence.

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RFP

PART 1 – BIDDER INSTRUCTIONS

1. INTRODUCTION

On behalf of the Department of Cannabis Control, this solicitation is being conducted under the authority of California Department of Technology (CDT) pursuant to Public Contract Code (PCC) §6611 which provides the authority to use a competitive negotiation process when the State's business need or the purpose of a procurement or contract is known, but negotiation is necessary to ensure that the State is receiving the best value or the most cost-efficient goods, services, information technology, and telecommunications.

This solicitation contains the instructions governing the requirements for fixed price deliverable-based proposals to be submitted by Bidders. Also included in this solicitation is the required format and materials Bidders must follow when responding to this solicitation. This solicitation also addresses the requirements that Bidders must meet to be eligible for consideration, as well as Bidders' responsibilities before and after award.

The following terms are used interchangeably throughout the solicitation documents: (1) "Contract" and "Agreement"; (2) "response" and "proposals". For additional definitions, see [ATTACHMENT 24: GLOSSARY OF TERMS](#).

1.1. PURPOSE

The purpose of this Request For Proposal (hereafter referred to as "solicitation") is to obtain proposals from qualified bidders to provide Department of Cannabis Control and the State of California (hereafter referred to as "State") with Cannabis System Integration (Hereafter referred to as "CSI").

The Contract Award, if made, will be to the single bidder in accordance with the methodology defined in [SECTION 6. EVALUATION](#).

1.2. BACKGROUND

The Department of Cannabis Control (DCC) leverages two separate instances of the Accela platform to manage essential business processes related to cannabis licensure, compliance, and enforcement. The two systems, known as the Cannabis Licensing, Enforcement, and Reporting (CLEaR) system and the Cultivation Licensing System (CLS), address distinct aspects of cannabis regulation in California.

The CLEaR system focuses on the licensure and regulatory oversight of cannabis retailers, distributors, laboratories, transporters, microbusinesses, event organizers and manufactured cannabis. Business processes include processing applications, tracking licensee activities, and ensuring compliance with state laws. The CLEaR system contains functionality to support Compliance and Enforcement activities as applicable to the licensing process within the system.

The CLS is specifically tailored to support the licensure and oversight of cannabis cultivation activities. This includes processes related to cannabis growers, raw product processing facilities, and nursery operators throughout California. Like CLEaR, the CLS incorporates tools for monitoring compliance and conducting enforcement activities, ensuring that cultivators adhere to state regulations and maintain high standards for safety, sustainability, and legal operations.

While these systems offer configurability, maintaining two separate instances of the Accela platform, creates a layer of complexity. The segregation complicates data integration and increases the potential for inconsistencies between the systems. Users often face challenges navigating the structure, which can hinder efficient coordination across regulatory activities or new mandates.

1.3. TERM OF CONTRACT

See [ATTACHMENT 25: APPENDIX A - STATEMENT OF WORK](#) for the contract term for software licensing and implementation services.

1.4. CURRENT ENVIRONMENT

The Department currently utilizes two separate cannabis licensing systems to manage its regulatory responsibilities. This dual-system environment limits operational efficiency, as duplicate data entry, reconciliation, and cross-system coordination are required to perform routine business processes.

1.4.1. PROPOSED ENVIRONMENT

The Contractor will propose and procure on the State's behalf a Software as a Service (SaaS) to design, develop, and implement all requirements. This section is intended to present an overview of the proposed system and as such will not specify any detailed technical requirements. A more detailed description of the proposed environment and overall project scope and requirements are included in [ATTACHMENT 25: APPENDIX A - STATEMENT OF WORK](#) and [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

1.5. AMERICANS WITH DISABILITIES ACT (ADA)

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

For persons with a disability needing a reasonable accommodation to participate in the procurement process or for persons having questions regarding reasonable accommodations of the procurement process, you may contact the Procurement Officers identified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#). You may also contact the State of California at the numbers listed below.

Important: To ensure that we can meet your need, it is best that we receive your request for reasonable accommodations at least 10 working days before the scheduled event, e.g., meeting, conference, workshop, etc., or deadline due-date for procurement documents.

The California Relay Service Telephone Numbers are:

TTY/VCO/HCO to Voice	English	1-800-735-2929
	Spanish	1-800-855-3000
Voice to TTY/VCO/HCO	English	1-800-735-2922
	Spanish	1-800-855-3000
From or to Speech-to-Speech	English & Spanish	1-800-854-7784

2. BIDDING INSTRUCTIONS

2.1. BIDDER ADMONITION

This procurement will follow an approach designed to increase the likelihood of a successful proposal and Bidder eligibility for an invitation to negotiation.

The Bidder should refer to [SECTION 2.5. BIDDING STEPS](#) to understand the phases applicable to this solicitation and [SECTION 6. EVALUATION](#) to understand the evaluation process. It is the Bidder's responsibility to:

1. Carefully read the entire solicitation.
2. Submit questions in a timely manner.
3. Submit all required responses by the required dates and times specified in [SECTION 2.3. KEY ACTION DATES](#).
4. Abide by all procedures and requirements of the solicitation.
5. Not include conditional statements, assumptions, or exception language with proposals.
6. Carefully review the solicitation requirements prior to submission of a proposal to ensure nothing has been overlooked.

2.2. COMMUNICATIONS AND CONTACTS

The State uses an online procurement system known as *Cal eProcure* to communicate with prospective bidders and suppliers. Information and ongoing communications for this solicitation will be posted by the

State on the *Cal eProcure* website, www.caleprocure.com.

Oral communications by Agency/state entity officers and employees concerning this solicitation shall not be binding on the State and shall in no way excuse the bidder of any obligations set forth in this solicitation.

2.2.1. PROCUREMENT OFFICERS

The Procurement Officers are the State's designated authorized representative regarding this procurement and are the sole point of contact.

Bidders are directed to communicate all correspondence regarding this procurement to both the Procurement OfficerS and the Secondary Procurement Officer at the contact information below.

Table 2.2.1: Procurement Officers

DESCRIPTION	CONTACT INFORMATION
Department Name:	California Department of Technology (CDT), Office of Statewide Technology Procurement (OSTP)
Procurement Officer:	Hashmat Mohmand
Email:	hashmat.mohmand@state.ca.gov
Phone:	+1(916) 413-3522
Secondary Procurement Officer:	Vaibhav Srivastava
Email:	Vaibhav.Srivastava@state.ca.gov
Phone:	1-916-639-9252

2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT

Bidders requesting clarification of the intent, terms and conditions, content of this solicitation, or on procedural matters regarding the competitive bid process should submit [ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL](#) via email addressed to the Procurement Officers listed in [SECTION 2.2.1. PROCUREMENT OFFICERS](#).

If the Bidder believes that one or more of the solicitation requirements is onerous, unfair, or imposes unnecessary constraints, the Bidder may request a change to the solicitation by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the

recommended change using [ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL](#). Such request must be submitted to the Procurement Officers by the date specified in [SECTION 2.3. KEY ACTION DATES](#).

Written questions and requests for changes must be submitted, using Microsoft Excel or Word, by email to the Procurement Officers identified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#), using [ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL](#).

The email must include the solicitation identification information from the solicitation title page in the subject line. To ensure a response, questions and/or requests for changes must be received in writing by the date(s) specified in [SECTION 2.3. KEY ACTION DATES](#). Question and answer sets will be posted to Cal eProcure and will not identify the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

If a Bidder desires clarification or further information on the content of the solicitation, but whose questions relate to the proprietary aspect of its proposal and disclosure exposes its proposal to other Bidders, the question may be submitted using the same criteria above with the notation, "CONFIDENTIAL." The Bidder must explain why the question is sensitive in nature. If the State concurs that the disclosure of the question or the answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be confidentially maintained. If the State does not concur with the proprietary nature of the question, the Bidder will be notified and may withdraw the question. If the question is not withdrawn, the question and response will not be confidentially maintained.

Only questions submitted in writing and answered in writing by the Procurement Officer shall be binding and official.

2.2.3. INTENT TO BID

Bidders that wish to participate in the solicitation should submit a completed [ATTACHMENT 2: INTENT TO BID](#) by the date specified in [SECTION 2.3. KEY ACTION DATES](#).

This document shall be sent by email to the Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#).

It shall be the Bidder's responsibility to notify the Procurement Officer regarding any change to its Intent to Bid or the contact information. The State shall not be responsible for proposal correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, of any change pertaining to the designated contact person.

2.2.4. BIDDERS' LIBRARY

Throughout the solicitation, the State will make available a Bidder's Library containing reference and supporting documentation that Bidders may review and use to prepare their proposals. Bidders are encouraged to review the information in the Bidders' Library to gain a thorough understanding of the CSI Project. The Bidders' Library is accessible using the following URL: [Bidders Library](#)

The State will upload documents to the Bidders' Library as it becomes available during the course of the procurement. Additions to the Bidders' Library may be made without requiring solicitation addenda or notification to the Bidders. Bidders should check frequently for updated content.

The Bidder is encouraged to review the information in the Bidders' Library to gain a thorough understanding of this solicitation. It is each Bidder's responsibility to check for updates to the Bidders' Library.

2.2.5. REQUEST INVITATION TO STATE'S FILE-SHARING SITE

The Bidder must email the Procurement Officers by the due date specified in [SECTION 2.3. KEY ACTION DATES](#) , no more than two (2) contacts who will have access to the State's file sharing site to electronically upload Bidder's proposal. Once provided, an invitation to the State's file sharing site will be sent to those individuals. It is the Bidder's responsibility to confirm receipt of the invitation with the Procurement Officers.

The email should include the names, titles, phone numbers, and email addresses of no more than two (2) contacts.

Access to the file- sharing site will be granted within three (3) working days after receiving the email request and [ATTACHMENT 6: CONFIDENTIALITY STATEMENT](#)

Please refer to [SECTION 5.3. DELIVERY OF SUBMITTALS](#) for further instructions on how to submit your firm's proposal and instructions for the file--sharing site

2.3. KEY ACTION DATES

Key Action Dates provides the key action dates and times by which actions must be taken or completed. If the State finds it necessary to change these dates or times, it will be accomplished via an addendum to this solicitation with the exception of dates listed after the Bidder's submission of proposal. Dates listed after the Bidder's submission of proposal are estimated and may be adjusted without addendum to this solicitation. All times listed are for Pacific Time. Unless otherwise specified, all times are 5:00 PM Pacific Time.

Table 2.3: Key Action Dates (KAD)

ITEM	ACTION	DATE AND TIME
1.	Release of Solicitation	Friday, June 19, 2026
2.	Last day to submit questions and request for changes prior to proposal using ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/ REQUEST FOR CHANGES	Friday, July 17, 2026 5:00pm PST
3.	State's response to Bidder's questions, and release of potential addendum ¹	Friday, August 14, 2026
4.	Submit: ATTACHMENT 2: INTENT TO BID FORM and ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM	Friday, August 21, 2026
5.	Last Day for Bidders to request an invitation to the State's file-sharing site to submit a proposal (Refer to SECTION 5.3. DELIVERY OF SUBMITTALS SECTION 2.2.4. REQUEST INVITATION TO STATE'S FILE-SHARING SITE)	Monday, August 24, 2026 5:00pm PST
6.	Last day to submit proposal and be deemed eVAQ approved by OSTP. ²	Monday, September 14, 2026 5:00pm PST
7.	Proposal Evaluation Period	Tuesday, September 15, 2026 - Wednesday, October 28, 2026
8.	Demonstrations	Thursday, October 29, 2026 - Thursday, December 3, 2026
9.	Cost Evaluation and Invitation to Negotiate	Friday, December 4, 2026 -

ITEM	ACTION	DATE AND TIME
		Thursday, December 10, 2026
10.	Negotiations	Friday December, 11 2026 - Monday, January 1, 2027
11.	BAFO submission	Tuesday January, 5 2027 - Monday, January 11, 2027 5:00pm PST
12.	BAFO evaluations	Tuesday, January 12, 2027 - Tuesday, January 19, 2027
13.	Notification of Award/Contract Execution	Wednesday, March 24, 2027
14.	Contract Start	TBD

¹ Or five (5) working days following the last addendum that changes the requirements of the solicitation.

² If Bidder does not have an approved eVAQ application on file with OSTP, it is recommended that Bidders allow a minimum of four weeks prior to proposal due date for the State to process and approve Bidder's eVAQ application.

2.4. RULES GOVERNING COMPETITION

This solicitation, the evaluation of responses, and the award of any resultant Contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of IT goods and services or telecommunications by public bodies in the State of California.

2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS

The State has established certain requirements with respect to proposals to be submitted by prospective Contractors. The use of “shall,” “must,” or “will” (except to indicate simple futurity) in the solicitation indicates a requirement or condition which is mandatory.

Non-compliance with any mandatory requirement will disqualify a Bidder from further participating in Evaluation, Negotiations and Contract Award.

The words “should” or “may” in the solicitation indicate desirable attributes or conditions, but are non-mandatory in nature.

2.4.2. SOLICITATION DOCUMENTS

This solicitation document includes, in addition to an explanation of the State’s requirements which must be met, instructions which prescribe the format and content of proposals to be submitted and the model of the Contract to be executed between the State and the successful bidder.

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the bidder shall immediately notify the Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#), of such error in writing and request clarification or modification of the document.

If the solicitation document contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall bid at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of proposals, and is awarded the Contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. Modifications will be made by addenda issued pursuant to [SECTION 2.4.7. ADDENDA](#).

2.4.3. EXAMINATION OF THE WORK

The Bidder should carefully examine the entire solicitation document and any addenda thereto, and all related materials and data referenced in the solicitation document or otherwise available to the Bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

2.4.4. EXCLUSION FOR CONFLICT OF INTEREST

No consultant shall be paid out of State funds for developing recommendations on the acquisition of information technology (IT) products or services or assisting in the preparation of the project approval

lifecycle documents (stages 2, 3, or 4) or feasibility study, while in effect, if that consultant is to be a source of such acquisition or could otherwise directly and/or materially benefit from State adoption of such recommendations or the course of action recommended in the project approval lifecycle documents (stages 2, 3, or 4) or feasibility study. Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus IT products if that consultant would directly and/or materially benefit from State adoption of such recommendations.

A consultant shall not be eligible to serve as the Prime Contractor or subcontractor pursuant to this solicitation if the Contractor/subcontractor is currently working on the solicitation in an Independent Verification and Validation (IV & V) role.

The Bidder must complete and submit [ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM](#) with its proposal

2.4.5. CONFIDENTIALITY

Bidder material becomes public only after the Notification of Award is released. If material marked “confidential,” “proprietary,” or “trade secret” is requested pursuant to the Public Records Act, the State will make an independent assessment whether it is exempt from disclosure. If the State disagrees with the Bidder, the State will notify the Bidder and give them a reasonable opportunity to justify their position or obtain a court order protecting the material from disclosure.

The Bidder should be aware that marking a document “confidential” or “proprietary” in a proposal may exclude it from consideration for award and will not keep that document from being released after notice of award as part of the public record, unless a court has ordered the State not to release the document.

The content of all working papers and discussions relating to the Bidder’s proposal shall be held in confidence indefinitely, unless the public interest is best served by an item’s disclosure because of its direct pertinence to a decision, agreement or the evaluation of the proposal.

Any disclosure of confidential information by the Bidder may be the basis for rejecting the Bidder’s proposal and ruling the Bidder ineligible to further participate. Any disclosure of confidential information by a State employee is a basis for disciplinary action, including dismissal from State employment, as provided by Government Code §19570 et seq. Total confidentiality is paramount; it cannot be over emphasized.

2.4.6. BONDS

The State reserves the right to require a performance bond or other security document as specified in the solicitation from the bidder in an amount not to exceed the amount of the Contract. In the event the State requires a surety bond that has not been expressly required by the solicitation, the State will reimburse the

bidder as an addition to the purchase price in an amount not exceeding the standard premium on such bond.

2.4.7. ADDENDA

The State may modify the solicitation at any time prior to submission of proposal by issuing an addendum. Addenda will be numbered consecutively and released to all Bidders via Cal eProcure.

The Bidder is allowed five (5) working days to submit written questions regarding the addendum according to the instructions contained in [SECTION 2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT](#).

2.4.8. COST FOR DEVELOPING PROPOSAL

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

2.4.9. IRREVOCABLE OFFER

Bidder's response to this solicitation shall constitute a firm offer, which shall remain irrevocable for not less than 180 calendar days following the Contract Award date specified in [SECTION 2.3. KEY ACTION DATES](#). In the event of a delay in Contract Award, a Bidder may extend the expiration date of its firm offer an additional 30 calendar days by written notice to the State.

This expiration date may be further extended by mutual agreement between the State and the Bidder, in order to accommodate processing time for required approvals and other solicitation-related reviews.

2.4.10. FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this solicitation document, it will be the basis for rejection of the bidder's proposal.

2.5. BIDDING STEPS

The following instructions provide the steps to submit a response to this solicitation by interested Bidders. Details surrounding proposals are described further in [SECTION 3. PROPOSAL REQUIREMENTS](#).

The Bidder is expected to follow the format requirements and utilize all forms included in this solicitation

necessary for its response. This solicitation also addresses the Bidder responsibilities and requirements it must meet to be eligible for consideration. If the Bidder fails to follow the provided instructions, the Bidder may be disqualified from the solicitation process.

Refer to [SECTION 2.3. KEY ACTION DATES](#) to determine which phases and mandatory steps are included in this solicitation. [SECTION 2.3. KEY ACTION DATES](#) lists milestones, mandatory steps, and due dates for deliverables in this solicitation. Bidders must submit a pre-qualified Electronic Vendor Application of Qualifications (eVAQ) as detailed in +vendor +[SECTION 3.2.8. PRE-QUALIFIED VENDOR APPLICATION OF QUALIFICATION](#).

2.5.1. FINAL PHASE

The final phase consists of a proposal (Mandatory) and, if requested by the State, a Best and Final Offer (BAFO).

The purpose of the final phase is to obtain proposals that are responsive in every respect. The proposal is a mandatory step for all Bidders

The proposal must be complete, and include all cost information, required signatures, contract changes issued by the State via an addendum. Bidders that submitted proposals meeting the criteria identified in [SECTION 6. EVALUATION](#), may be eligible to receive an invitation to negotiate with the State.

The State, at its sole discretion, may request a BAFO from those Bidders that participated in the Negotiation Process as identified in [SECTION 7. NEGOTIATIONS](#).

2.5.2. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Bidder may withdraw its proposal at any time prior to the proposal submission date by submitting a written notification of withdrawal signed by an authorized representative of the Bidder in accordance with [SECTION 3.2.1. COVER LETTER \(M\)](#) . The Bidder may thereafter submit a new or modified proposal prior to the submission date and time specified in [SECTION 2.3. KEY ACTION DATES](#) . Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, proposals cannot be changed after the deadline date and time designated for receipt, except as provided in the solicitation.

2.5.3. DISPOSITION OF PROPOSALS

All materials submitted in response to this solicitation will become the property of the State of California. All phases of the proposal shall be retained for official files and will become a public record after the Notification of Award is posted.

3. PROPOSAL REQUIREMENTS

This section contains the mandatory scored, mandatory optional, and desirable scored proposal requirements that must be met in order to be considered responsive to this solicitation.

The documents that must be submitted with the Bidder's proposal are noted as "Mandatory" "(M)", "Mandatory Scored" "(MS)", or "Mandatory Optional" "(MO)" in this section. Items labeled "Desirable Scored" "(DS)" are optional.

The proposal requirements listed in this section are denoted as follows:

1. (M) Sections labeled as "Mandatory" or "M" are not negotiable. To be considered responsive to these requirements, all requirements identified as (M) must receive a response from the Bidder. Failure to respond to any (M) requirements where indicated shall result in a "fail" and disqualification of the proposal.
2. (MS) Sections labeled "Mandatory Scored" or "MS" are not negotiable. To be considered responsive to these requirements, all requirements identified as (MS) must receive a response. Failure to respond to any (MS) requirement where indicated shall result in a "fail" and disqualification of the proposal. The State's evaluation team will review responses to (MS) requirements and award points, if applicable, per criteria stated in [SECTION 6. EVALUATION](#).
3. (MO) Sections labeled "Mandatory Optional" or "MO" are not negotiable. To be considered responsive to these requirements, all requirements identified as (MO) must receive a response. Failure to respond to any (MO) requirement where indicated shall result in a "fail" and disqualification of the proposal. It is at the State's option/discretion on whether to utilize the option in the Contract.
4. (DS) Sections labeled "Desirable Scored" or "DS" are not required to be offered by the Bidder in order to be responsive with the solicitation requirements. The Bidder may choose whether to meet requirements labeled as (DS). However, if a Bidder offers any of these (DS) requirement, the Bidder must meet the mandatory requirements as stated in the section. The State will review responses to (DS) requirements and apply points, if applicable, per criteria stated in [SECTION 6. EVALUATION](#).
5. (O) Sections labeled as "Optional" or "O" are not required to be offered by the Bidder in order to be responsive to the solicitation requirements. A Bidder may choose whether to meet administrative requirements labeled as (O) such as those relating to preference points. However, if a Bidder offers any of these (O) requirements, the Bidder must meet the mandatory requirements as stated in the section. The State will review responses to optional requirements and apply points, if applicable, in accordance with [SECTION 6. EVALUATION](#).

3.1. PREQUALIFICATION REQUIREMENTS

This section details the requirements necessary for Bidders to qualify for contract award. Failure to complete or comply will disqualify Bidder(s) and the State will not move forward with evaluating the proposal, conducting negotiations and contract award. The State will not seek modifications or clarifications after proposal submission due date for any prequalification requirements.

3.1.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS (EVAQ)(M)

It is the responsibility of the Bidder to ensure they have an OSTP-approved eVAQ and all applicable requirements and provisions for this solicitation are met. Failure to have an OSTP-approved eVAQ prior to proposal submission due date will disqualify Bidder(s) and the State will not move forward with evaluating the proposal, conducting negotiations and contract award. The State will not seek eVAQ modifications or clarifications after proposal submission due date.

The State's eVAQ is an external process to this solicitation. The intent of the pre-qualification is to process as much of the administrative requirements required to do business in the State of California in advance to streamline the solicitation process. Bidders are required to have an OSTP-approved eVAQ application on file prior to the Key Action Date for the Last day to submit proposal (refer to [SECTION 2.3. KEY ACTION DATES](#)) in order for your proposal to be accepted for evaluations.

The application can be accessed at <https://cadtprod.service-now.com/vendor>.

If the Bidder's firm is new to the eVAQ process, account registration is necessary and free of charge.

If a Bidder has an approved eVAQ on file, it is the Bidder's responsibility to ensure:

1. The eVAQ is a CDT OSTP-approved eVAQ (not a Department of General Services (DGS) eVAQ)).
2. All information required to be submitted with the eVAQ is up to date and valid.

All questions related to the eVAQ should be addressed to the Procurement Officers.

3.1.1.1. INCORPORATION OF EVAQ REQUIREMENTS

The Contract awarded as a result of the solicitation shall incorporate by reference all the requirements of the solicitation and the terms and conditions of the eVAQ. The Bidder's eVAQ shall remain in effect throughout the life of the Contract, including all optional years.

In the event there is inconsistent requirements between the solicitation and the Bidder's OSTP approved eVAQ documents, the solicitation documents shall take precedence.

3.2. ADMINISTRATIVE REQUIREMENTS

This section contains the mandatory and optional administrative requirements that must be met in order to be considered responsive to this solicitation. Additional administrative requirements for this solicitation are being processed through the electronic Vendor Application of Qualifications (eVAQ). Please refer to [SECTION 3.1.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS \(EVAQ\)\(M\)](#) for more information.

3.2.1. COVER LETTER (M)

The Bidder must complete and submit [ATTACHMENT 4: COVER LETTER FORM](#) with their proposal.

A cover letter shall be considered an integral part of the proposal and any proposal form requiring signature, must be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The draft proposal, if applicable, must also contain the cover letter, including the title of the person who will sign, but need not contain the signature.

3.2.2. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)

The Bidder must complete and submit [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS](#). The Bidder must indicate its willingness and ability to satisfy these requirements by responding "Yes" in the "Bidder Agrees Yes/No" column. A "No" response to any of the mandatory administrative requirements may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

3.2.3. CONFIDENTIALITY STATEMENT (M)

The bidder must agree to the State's confidentiality requirements by submitting a signed [ATTACHMENT 6: CONFIDENTIALITY STATEMENT](#), for the bidder's company. The completed confidentiality statement must be submitted with as indicated in [SECTION 2.3. KEY ACTION DATES](#).

The Bidder engaging in services pertaining to this solicitation, requiring contact with confidential State information or State customer information will be required to exercise security precautions for all such data that is made available and must accept full legal responsibility for the protection of this confidential information. This includes all statistical, personal, technical, and/or other confidential personal data and information relating to the State's operations that are designated confidential by the State.

The Bidder will also be required, upon Contract award, to submit a signed confidentiality statement from

all personnel, agents, and subcontractors assigned to the awarded Contract.

3.2.4. ABILITY TO PERFORM

Prior to award of the Contract, the State must be assured that the bidder selected has all of the resources to successfully perform under the Contract. This includes, but is not limited to, personnel in the numbers and with the skills required; equipment of appropriate type and in sufficient quantity; financial resources sufficient to complete performance under the Contract; and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the bidder's ability to perform under the Contract if awarded, the State has the option of requesting from the bidder any information that the State deems necessary to determine the bidder's responsibility. If such information is required, the bidder will be so notified and will be permitted five (5) state business days to submit the information requested in writing. Examples of the type of financial responsibility information requested may include annual reports and current audited balance sheets for the bidder's firm.

3.2.5. PRIMARY BIDDER

An award, if made, will be to a primary bidder. The awarded primary bidder will be responsible for successful performance of all subcontractors and support services offered in response to this solicitation. All State policies, guidelines, and requirements that apply to the primary bidder also apply to subcontractors, as applicable to the products and services they provide and to their role as a subcontractor. Furthermore, the State will consider the primary bidder to be the sole point of contact regarding contractual matters for the term of the resulting Contract. The bidder shall not assign financial documents to a third-party without prior written approval by the State, and an amendment to the resulting Contract.

3.2.6. SUBCONTRACTORS

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

The Contractor shall not change subcontractor(s) and/or DVBE subcontractor(s) if such changes conflict with the work to be performed under this Contract. For DVBE subcontractor changes, the Contractor shall utilize another DVBE subcontractor. The State recognizes that changes to subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) business days prior to the existing subcontractor's termination. If this should occur, the Contractor should be aware that the State Contract administrator or designee must approve any changes to the subcontractor(s) prior to the

termination of the existing subcontractor(s). This also includes any changes made between submittal of the Final Proposal and actual start of the Contract.

Contractor understands and agrees to comply with the requirements set forth in Military and Veterans Code, Section 999 et seq. 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 Military and Veterans Code, Section 999.5(f), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both the awarding department and the Department of General Services (DGS) prior to the commencement of any work by the proposed subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid may be cause for Contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in MVC, Section 999.9; Public Contract Code (PCC), Section 10115.10.

The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new subcontractor(s) ready to begin work on the contract.

The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to pay or to enforce the payment of any money to any subcontractor. Contractor is solely responsible for any payments to or claims made by subcontractors. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

3.2.6.1. BIDDER DECLARATION FORM (M)

The bidder must complete and submit [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#), with its Final Proposal. When completing the declaration, the bidder must identify all subcontractors proposed for participation in the Contract. The bidder awarded the Contract is contractually obligated to use the subcontractors for the corresponding work identified, unless the Agency/state entity agrees to a substitution and it is incorporated, in writing. If the bidder is not using subcontractors, the bidder must still complete [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#) answering the applicable questions on the form, and submit it with its Final Proposal. The form is available at:

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

3.2.7. AMENDMENT

Any Contract executed as a result of this solicitation may be amended consistent with the terms and conditions of the Contract and by mutual consent of both parties, subject to approval by the Office of Statewide Technology Procurement.

3.2.8. FINANCIAL RESPONSIBILITY INFORMATION

In order to minimize the potential risk of default due to financial issues, the State reserves the right to request additional documentation throughout the life of the awarded Contract.

The State must be assured that the Contractor continues to have the financial resources to sustain its operations during the term of the Contract.

3.2.9. GENERAL PROVISIONS

The Contract awarded as a result of this solicitation shall automatically incorporate by reference the following:

- Information Technology General Provisions - Cloud (Revised 2/20/2025)
 - <https://www.dgs.ca.gov/%7E/media/Divisions/PD/Acquisitions/Solicitation-Documents/Attachments/IT-General-Provisions-Cloud-DGS-PD-402ITGP-Revised-02202025.pdf>

As a condition of submitting a response to this solicitation, the Bidder agrees to abide by all terms and conditions of the solicitation as written. The Bidder is advised that deviations from the State-approved Terms and Conditions may be the basis for rejection of the Bidder's proposal.

The State may consider limited negotiations around its standard terms, including the General Provisions, during the negotiation phase of the solicitation. Any negotiation of the General Provisions shall be limited to those provisions of the General Provisions that explicitly allow for changes by adding terms and conditions to the Statement of Work. Any changes to the State's standard terms, including the General Provisions, shall be at the sole and absolute discretion of the State.

Per State's Cloud Smart Computing Policy, Agencies/State entities must first consider CDT Managed Cloud Services or CDT approved cloud service offerings. These service options include Software as a Service (SaaS), Platform as a Service (PaaS) and Infrastructure as a Service (IaaS). Refer to ATTACHMENT 28: APPENDIX A - STATEMENT OF WORK, SECTION 10. State Data Center or Contractor Hosted Facility Environment for specific hosting requirements for this solicitation.

3.2.10. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) DISCLOSURE NOTIFICATION

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI, while balancing the risks of these technologies.

Bidder must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any

deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) [4986.2](#).

Failure to report GenAI to the State may result in disqualification. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder of GenAI as required, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids that present an unacceptable level of risk to the State.

Government Code [11549.64](#) defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

The Bidder must complete and submit as part of the proposal response, [ATTACHMENT 4: COVER LETTER FORM](#), notifying the State if it intends to provide or utilize GenAI by responding "Yes" or "No" in the "Bidder Agrees Yes/No" column.

3.2.11. STATEMENT OF WORK (M)

[ATTACHMENT 25: APPENDIX A - STATEMENT OF WORK](#) identifies and describes the tasks and responsibilities of the Contractor and the responsibilities of the State during the term of the Contract.

The bidder is advised that deviations to the SOW may be the basis for rejection of the bidder's Final Proposal. Refer to Part 2, Bidder Response [ATTACHMENT 25: APPENDIX A - STATEMENT OF WORK](#).

3.2.11.1. INSURANCE COVERAGE

In accordance to the [ATTACHMENT 25: APPENDIX A - STATEMENT OF WORK, SECTION 33. Insurance Requirements](#). Insurance Requirements, 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. When performing work on State-owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

The prime Contractor shall agree to furnish the State with satisfactory evidence of insurance within ten (10) calendar days of Contract award.

3.2.12. PRODUCTIVE USE REQUIREMENTS

The productive use requirements protect the State from new equipment and software having no record of proven consistent performance. The State will only accept proven technology products.

The proposed solution must include only equipment and off-the-shelf software that is currently supported by its manufacturer for at least the time specified in Table 3.2.12.1-1, Productive Use Timeframes. No equipment and/or software may be proposed, specified, or employed if the manufacturer has announced an end to support. The productive use requirements defined in this section do not apply to any portion of the custom software developed for the State or to modifications to custom software that was developed for the State under this Contract prior to submittal and throughout Contract duration.

3.2.12.1. CUSTOMER IN-USE

The State requires each equipment and software component proposed as part of an automated system adhere to the following:

1. Must have been installed and in productive use;
2. For a paying customer external to the Bidder's organization; and
3. For at least the number of months shown in Table 3.2.12.1-1 below and prior to the final proposal submission date.

Table 3.2.12.1-1: Productive Use Timeframes

PRODUCT	PROJECT COST	PROPOSAL SUBMISSION
Category 1 - Critical Software Software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, database management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.	More than \$100,000	6 months

Design changes in required system control modules or in components critical to the processing requirements of the State's workload are also subject to the In-Use Requirement. Increases or decreases in numbers of components or minor alteration in equipment or minor modifications or updates to software to provide improvements or features, to correct errors, or to accommodate hardware changes may be exempt from the In-use requirement by CDT OSTP, if no changes in logic, architecture or design are involved.

3.2.12.2. CUSTOMER REFERENCES FOR PRODUCTIVE USE REQUIREMENTS (M)

The purpose of the customer reference requirement is to provide the State the ability to verify the claims made in the proposal by the Bidder.

The Bidder must provide a list of customers who presently have the bid equipment and/or software installed and operating. If [SECTION 3.2.12.1. CUSTOMER IN-USE](#), is used, the list must include at least one (1) customer meeting that requirement. However, at least one customer reference must be included for each type of machine and feature bid that is subject to the requirements of that section (i.e., one customer having the specific CPU).

The State has the option to request from the Bidder supporting evidence of compliance to the customer in-use requirements. Supporting evidence could include, but is not necessarily limited to, one or more of the following:

- Customer purchase order or Contract showing installation dates for subject equipment or software;
- Acceptance document containing verification of installation by a paying customer;
- Customer invoice for subject equipment or software;
- Shipping invoice or bill of lading;
- Dated maintenance records;
- Sworn notarized statement from an officer of the bidding firm and/or a paying customer;
- State visit to the site of a paying customer.

The State will not consider exceptions to productive use requirements for this solicitation.

3.2.12.3. HARDWARE/EQUIPMENT

All equipment offered must be new and the latest model in current production. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.

3.2.12.4. OPEN SOURCE SOFTWARE REQUIREMENTS

If the Bidder's proposed solution includes Open Source software, the Open Source software must adhere to [SECTION 3.2.12. PRODUCTIVE USE REQUIREMENTS](#), CDT Technology Letter #TL 18-02, SAM 4819.2, and SAM 4984; ITPL-01. The CDT Technology Letter #TL 18-02 can be found at the following URL:

https://cdt.ca.gov/wp-content/uploads/2018/05/TL-18-02-OSCodeReuse_2018-0419.pdf

3.2.13. SOCIOECONOMIC PROGRAMS

Bidders who claim any of the socioeconomic program points will be evaluated to determine whether they submitted the required forms, documents, exhibits, attachments and/or the responses necessary to validate their qualification and eligibility for the claimed preference(s). If the State determines that the submitted information is insufficient or that the required documents do not otherwise validate the eligibility for points in any of the claimed programs, then the points for that program will not be added to the Bidder's final overall proposal score. If the State is able to validate the Bidder's claim, the qualified preference points will be applied to the Bidder's final overall proposal score provided that the Bidder's proposal is not otherwise determined to be non-responsive to any mandatory requirements.

Completed Small Business and Disabled Veteran Business Enterprise certification applications and required support documents must be submitted to the Department of General Services Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at

Office of Small Business and DVBE Services
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95606
Receptionist: (916) 375-4940 Fax (916) 375-4650

3.2.13.1. BIDDER'S PREFERENCE AND INCENTIVE DECLARATION

The Bidder must complete and submit [ATTACHMENT 9: BIDDING PREFERENCES AND INCENTIVES](#), with its proposal. The Bidder must indicate on [ATTACHMENT 9: BIDDING PREFERENCES AND INCENTIVES](#) whether it is or is not claiming each preference and/or incentive.

3.2.13.2. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

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

Information regarding the DVBE Program Requirements may be viewed at:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

The Bidder who has been certified by California as a DVBE (or who has obtained the participation of subcontractors certified by California as a DVBE) must submit a completed form(s) STD.843 Disabled

Veteran Business Declarations for each DVBE. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign a form for each DVBE and submit as [ATTACHMENT 10: DVBE DECLARATIONS](#).

Please read these requirements carefully. Failure to comply with the minimum DVBE Participation Requirement may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

3.2.13.2.1. DVBE PARTICIPATION REQUIREMENT

For the purposes of this solicitation, the DVBE Participation Requirement has been waived.

3.2.13.2.2. DVBE INCENTIVE (O)

In accordance with Military and Veterans Code §999.5(a), an incentive will be given to all Bidders who claim DVBE participation. For Contract award evaluation purposes only, the State shall apply the incentive amount based on the amount of DVBE participation obtained.

If the Bidder is claiming a DVBE incentive, the Bidder must complete the following with its proposal for each DVBE:

1. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#) ;
2. [ATTACHMENT 9: BIDDING PREFERENCES AND INCENTIVES](#) ;
3. [ATTACHMENT 10: DVBE DECLARATIONS](#) ; and,
4. [ATTACHMENT 11: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#) .

3.2.13.3. SMALL BUSINESS PREFERENCE (O)

The California Government Code §14835 et seq. requires that a five percent (5%) preference be given to Bidders who qualify as a Small Business (SB). The rules and regulations of this law, including the definition of a SB, or qualifying non-small business, are contained in Title 2, California Code of Regulations, §1896 et seq. The definition of nonprofit veteran service agencies qualifying as a SB is contained in §999.50 et seq. of the Military and Veterans Code.

If the Bidder is claiming a Small Business Preference, the Bidder must complete and submit the following with its proposal for each SB:

1. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#);
2. [ATTACHMENT 9: BIDDING PREFERENCES AND INCENTIVES](#); and,
3. [ATTACHMENT 11: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#).

More information regarding the Small Business Preference may be found at:

<https://www.dgs.ca.gov/PD-OSDS>

3.2.13.4. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE (O)

A five percent (5%) proposal preference is available to Bidders who qualify as a non-small business claiming at least 25% California-certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the Bidder's response must include a list of the small businesses with which the firm commits to subcontract in an amount of at least 25% of the net proposal price with one (1) or more California-certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the Contract as defined in Government Code §14838(b)(1)(2).

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25% of its net proposal price shall be given five percent (5%) of the highest responsive firm's total score. A non-small business that qualifies for this preference, may not take an award away from a certified small business.

If the Bidder is claiming a non-small business using small business subcontractors, the Bidder must complete and submit the following with its proposal for each SB Subcontractor:

1. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#);
2. [ATTACHMENT 9: BIDDING PREFERENCES AND INCENTIVES](#); and,
3. [ATTACHMENT 11: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#).

3.2.13.5. COMMERCIALLY USEFUL FUNCTION (M, IF APPLICABLE)

All certified small business, micro business, and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

A Contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the Contractor's, subcontractor(s), or supplier's role is limited to that of an extra participant in the transaction, the awarded Contract, or project through which funds are passed to obtain the appearance of small business or micro business participation.

The Bidder must complete [ATTACHMENT 11: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#) for each Small Business and/or DVBE (prime and/or subcontractor(s)). All Bidders and subcontractors identified in the proposal response to fulfill the requirements for one (1) or more of the socio-economic programs (DVBE and small business) must perform a commercially useful function (CUF) in the resulting Contract. CUF is defined pursuant to Military and Veterans Code §999(b)(5)(B) and Government Code §14837(d)(4)(A) for the DVBE and small business programs, respectively.

Bidder(s) may be required to submit additional written clarifying information regarding CUF on [ATTACHMENT 11: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#). Failure to submit the requested written information as specified may be the basis for rejection of the Bidder's proposal.

3.2.13.6. TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (O)

Target Area Contract Preference Act (TACPA) will be granted to California-based firms in accordance with Government Code §4530 whenever contracts for goods or services are in excess of \$100,000 and the Bidder meets certain requirements as defined in the California Administrative Code (Title 2, §1896.30 et seq.) regarding labor needed to produce the goods or provide the services being procured. The TACPA is optional on the part of the Bidder (not mandatory), is for proposal evaluation purposes only, and does not alter the amount of the awarded Contract.

Bidders wishing to take advantage of this preference will need to review the website below and submit the appropriate response forms as [ATTACHMENT 12: TACPA PREFERENCE REQUEST FORMS](#) with its Final Proposal.

The required applications/forms are as follows:

- TACPA (Std. 830)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526).

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa>

3.3. QUALIFICATION REQUIREMENTS

The Bidder is expected to have a proven record of success and be responsible for all aspects of the service, including any subcontractors and the project team/staff proposed.

The Bidder must meet the mandatory Bidder Qualification and Key Staff Qualification Requirements. Failure to meet any of the mandatory requirements shall result in a proposal being deemed non-responsive and therefore disqualified.

3.3.1. BIDDER QUALIFICATIONS (M) (DS)

The Bidder must complete and submit as part of the proposal response, [ATTACHMENT 14: BIDDER QUALIFICATIONS FORM](#), to confirm that the Bidder's experience meets all the minimum requirements identified in [ATTACHMENT 14: BIDDER QUALIFICATIONS FORM](#). It is incumbent upon the Bidder to provide enough detail in proposal for the state to evaluate the Bidder's ability to meet the requirements and perform the services as described in this solicitation. Refer to [ATTACHMENT 13: BIDDER](#)

[QUALIFICATIONS FORM - INSTRUCTIONS](#) for further requirements and instructions.

A separate [ATTACHMENT 14: BIDDER QUALIFICATIONS FORM](#) must be submitted for every project used to meet the minimum required experience.

Unless stated otherwise, experience must have occurred within the last eight (8) years prior to the solicitation due date for all projects, unless stated otherwise, and must have been completed in the United States of America. Points will be awarded based on desirable experience in accordance with [SECTION 6. EVALUATION](#).

3.3.2. BIDDER REFERENCES (MS)

The Bidder must complete and submit as part of proposal, [ATTACHMENT 15: BIDDER REFERENCE FORM](#) for each of the projects cited on the corresponding [ATTACHMENT 14: BIDDER QUALIFICATIONS FORM](#).

The purpose of the Bidder reference requirement is to provide the State the ability to evaluate the Bidder's experience in providing similar or relevant services to other organizations through a satisfaction rating provided by the Bidder'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 solicitation.

[ATTACHMENT 15: BIDDER REFERENCE FORM](#) must be completed in its entirety and dated by a reference that performed a management, product owner or supervisory role on the reference project to be considered responsive. The [ATTACHMENT 15: BIDDER REFERENCE FORM](#) must be returned to the Bidder for submission with proposal. No information corrections or changes may be made on the reference form by the Bidder. Forms with alterations or changes to the entered information may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

References may be contacted to validate submitted responses based on customer satisfaction in accordance with [SECTION 6. EVALUATION](#). References must be external to a Bidder's organization and corporate structure. Failure to provide verifiable references may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

References must meet the following criteria:

- Must be from the company (customer) or Agency for which the project was developed and/or services provided.
- Must be someone who performs a management, product owner or supervisory role on the referenced project.
- Must be external to the Bidder's organization and corporate structure.

- Must not be from employees or individuals who have or are currently working for the Bidder.
- Amendments to contracts shall not be considered separate and distinct contracts and cannot be used as separate projects.
- Must be able to provide an objective evaluation of the proposed Bidder and/or Key Staff's performance.

If the reference is not allowed either legally or by company/organization policy to sign the reference form, the reference must type in its full name.

Prior to the Bidder using a current State employee as a reference, the Bidder shall contact the State Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#), to ensure the current State employee is not a member of the Evaluation Team. In addition, only one (1) reference from the DCC is permitted.

3.3.3. KEY STAFF QUALIFICATIONS (M) (DS)

The Bidder is fully responsible for all necessary staffing resources to successfully conduct implementation within the agreed upon schedule and to perform to the standards set forth in [SECTION 35. Service Level Agreements \(SLAs\)](#). The Bidder's staff may be comprised of Contractor Key Staff, critical Non-Key Staff, and any other Non-Key Staff that the Bidder requires to implement the Solution. A minimum of five (5) Contractor Key Staff are required to fill the roles required in the SOW. Additional Contractor staff may also be necessary, at no additional cost to the State.

The Bidder must complete and submit Key Staff Qualification forms. The Bidder must provide complete information to confirm that each of the five (5) proposed Key Staff possess the experience and qualifications as specified for their project role. Refer to [ATTACHMENT 16: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS](#) for further requirements and instructions.

The Bidder may cite as many projects as needed per proposed Key Staff to meet the requirements.

Each cited project for each Key Staff must be submitted separately on the appropriate form. It is incumbent upon the Bidder to provide enough detail in the response for the State to evaluate the Bidder's proposed Key Staff's ability to meet the requirements and perform the services as described in this solicitation and the SOW.

The Bidder's proposed Key Staff must meet all the mandatory minimum qualification requirements. All experience used to meet the minimum requirements must have occurred within the last eight (8) years, unless stated otherwise, prior to the proposal due date. The same resource cannot be assigned to meet multiple roles. Points will be awarded to Bidders that meet the criteria set forth in the desirable experience qualifications as specified in [SECTION 6. EVALUATION](#).

The following Key Staff are required to perform the services as described in [ATTACHMENT 25: APPENDIX A - STATEMENT OF WORK](#):

- Project Manager
- Scrum Master
- Business Analyst Lead
- Configuration Lead
- Technical Architect Lead

3.3.3.1. FULL-TIME/PART-TIME MONTH EQUIVALENTS DEFINITION

For each experience requirement (marked by “x”) that is met or partially met on the referenced project, specify the number of full-time month equivalent (FTE) experience that the Staff accrued on the referenced project. For each period in which the Staff performed work applicable to the claimed experience for a minimum of twenty (20) workdays of a minimum total of one hundred sixty (160) hours (the minimum required to represent working full-time), the Staff accrues one (1) full-time month equivalent experience.

To calculate and report the full-time month equivalents experience for Staff who worked part-time (partial) on a referenced project, use the following calculation:

If the Staff worked half ($\frac{1}{2}$) time on a referenced project, experience should be pro-rated to one-half ($\frac{1}{2}$) or 0.5 month full-time month equivalent experience for each period in which the staff person worked a minimum of eighty (80) hours over twenty (20) State Business Days in a month.

For each experience requirement that the Staff’s work on a referenced project addresses, report the total number of full-time month equivalents’ experience the Staff’s work represents using the calculations as previously described in this section, which depend upon the time period (calendar period) during which the Staff worked on the referenced project and whether he/she worked on a full-time or some other basis.

Refer to the details in [SECTION 6. EVALUATION](#) on how the requirements will be scored as part of the overall evaluation.

3.3.4. KEY STAFF REFERENCES (MS)

The Bidder must complete and submit as part of its proposal a Key Staff Reference Forms for each of the projects cited on the corresponding Key Staff Qualifications Form.

The purpose of the Key Staff reference requirement is to provide the State the ability to evaluate the proposed Key Staff person’s experience in providing similar or relevant services to other organizations through a satisfaction rating provided by the Key Staff person’s previous project clients. The description of

their projects must be detailed and comprehensive enough to permit the State to evaluate the work performed on the project meets the requirement(s).

Key Staff Reference Form must be completed in its entirety, and dated by a reference that performed a management, product owner, or supervisory role on the referenced project to be considered responsive. The Key Staff Reference Form must be returned to the Bidder for submission with proposal.

No information corrections or changes may be made on the reference form by the Bidder. Forms with alterations or changes to the entered information may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

References may be contacted to validate submitted responses based on customer satisfaction in accordance with [SECTION 6. EVALUATION](#). Failure to provide verifiable references may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

References must meet the following criteria:

- Must be from the company (customer) or Agency for which the project was developed and/or services provided.
- Must be someone who performs a management, product owner or supervisory role on the referenced project.
- Must be external to the Bidder's organization and corporate structure.
- Must not be from employees or individuals who have or are currently working for the Bidder.
- A contract and all amendments to it are considered as one project. Amendments to a contract cannot be submitted as separate projects.
- Must be able to provide an objective evaluation of the proposed Key Staff's performance.

If the reference is not allowed either legally or by company/organization policy to sign the reference form, the reference must type in its full name.

Prior to the proposed Key Staff person using a current State employee as a reference, the Bidder shall contact the State Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#), to ensure the current State employee is not a member of the Evaluation Team.

3.4. SOLUTION REQUIREMENTS

This section contains the detailed functional and non-functional requirements, deliverables and milestones requirements, and narrative response requirements pertaining to the proposed system that must be met in order to be considered responsive to this solicitation. In addition to meeting these requirements, the Bidder must adhere to [ATTACHMENT 25: APPENDIX A - STATEMENT OF WORK](#).

3.4.1. FUNCTIONAL AND NON FUNCTIONAL REQUIREMENTS (M) (MO) (O)

The Bidder must complete and submit as part of its proposal, [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). The Bidder must check one (1) of the boxes for each functional requirement showing whether the requirement will be met out-of-the-box, minor configuration/minor development, major configuration/major development or through customization (using code changes, toolset, integrations, or software component/add-on). The Bidder must indicate compliance and confirmation to each of the requirements by marking “Yes” or “No” in the column labeled “Met? Yes/No.” A blank or “NO” answer in this column may be considered non-responsive and may be the basis for rejecting the Bidder's proposal. The Bidder must indicate confirmation to each of the non-functional requirements by marking “Yes” or “No” in the column labeled “Met? Yes/No.”

Description of each column and the instructions for completing [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) are included in the Bidder Instructions sheet. The Bidder must not alter the structure or content of [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

Refer to [SECTION 6. EVALUATION](#) for details on how the requirements will be scored as part of the overall evaluation.

The State reserves the right to require a demonstration of any Solution Requirement the Bidder specifies will be met "Out of the Box."

3.4.2. DELIVERABLES AND MILESTONES TABLE (M)

The Bidder must complete and submit as part of its proposal, [EXHIBIT B: DELIVERABLES TABLE](#). The Bidder must indicate compliance and confirmation to each of the deliverables by marking “Yes” or “No” in the column labeled “Bidder Agrees to Meet? Yes/No.” A blank or “NO” answer in this column may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Bidder must not alter the structure or the content of [EXHIBIT B: DELIVERABLES TABLE](#).

Refer to the details in [SECTION 6. EVALUATION](#) on how the requirements will be scored as part of the overall evaluation.

3.4.3. NARRATIVE REQUIREMENTS (MS)

The Bidder must complete and submit [ATTACHMENT 17: NARRATIVE RESPONSE](#) as part of their proposal, in accordance with the instructions and requirements specified in the Attachment.

Refer to [SECTION 6. EVALUATION](#) for details on how the requirements will be scored as part of the overall evaluation.

3.5. DEMONSTRATIONS (MS)

Demonstrations provide the State validation of the Bidder's ability to meet the requirements of this RFP. Demonstrations will be conducted at the sole discretion of the State and are intended to allow the State to further evaluate the Bidder's proposed solution. Compliant Bidders passing the administrative, qualification and solution requirements will be invited to demonstrate their proposed solution. The State will notify Bidders of the dates and times of their demonstrations no fewer than five (5) calendar days prior to the scheduled demonstrations.

A demonstration is defined as a live presentation of a software application's features, functionality, or capabilities. The purpose of demonstrations is to show how the solution functions, and how it meets the functional and non-functional requirements by demonstrating the functionality to meet the demonstration scripts in section [ATTACHMENT 18: SOLUTION DEMONSTRATION](#) and at the State request, a specific subset of the functional requirements which the bidder has stated can be met out of the box. The goal is to determine if the solution meets the State's overall needs.

3.5.1. CONDUCT OF DEMONSTRATION

The Bidder demonstrations must be conducted as follows:

1. The Bidder must host the Demonstration using a web conferencing tool such as WebEx, BlueJeans, MS Teams, Zoom, or a similar tool that provides for multiple participants and screen sharing.
 - a. No recording devices or transcription services of demonstrations are allowed.
2. The Bidder must transmit the Demonstration online meeting information by email to the Procurement Officers specified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#) no fewer than three (3) calendar days prior to the demonstration date. The Procurement Officers will distribute the meeting information to the Evaluation Team.
3. The Bidder is fully responsible for all aspects of Bidder Demonstrations. Costs for developing and providing the demonstration are entirely the responsibility of the Bidder and shall not be reimbursed by the State.
4. The State reserves the right to reschedule or propose a new demonstration time(s) based on unforeseen circumstances.
5. Bidders must provide their own technical staff and equipment resources, as necessary, for the demonstrations.
6. Demonstrations must be a live, interactive presentation of the software solution, where the presenter engages with the software in real-time, rather than using static slides, images, or PowerPoint presentations.

3.5.2. FUNCTIONAL REQUIREMENTS DEMONSTRATION

The Functional Requirements Demonstration will consist of a demonstration where Bidder shall demonstrate features in the [ATTACHMENT 18: SOLUTION DEMONSTRATION](#) and at the state's request, a subset of functional requirements that will be met by the system "out of the box" as indicated by Bidder in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). Failure to demonstrate the "out of the box" functionality will result in Bidder disqualification.

Each Bidder will be allotted one (1) day for the Functional Requirements Demonstration. The Demonstration will consist of a morning presentation session, followed by an afternoon question-and-answer session. Demonstrations will be hosted by the Bidder, and the specific date and general schedule will be determined by the State. It is the Bidder's responsibility to determine how best to present its products and materials within the allotted session.

Demonstration of Requirements may be presented in any order, however, the demonstrator must clearly identify the requirement number to which the demonstration is related.

Refer to [SECTION 6. EVALUATION](#) for details on how the requirements will be scored as part of the overall evaluation.

4. COST

Cost is a primary evaluation criterion weighted at 40% of the total points.

This section contains the mandatory scored and mandatory optional cost requirements that must be met in order to be considered responsive to this solicitation. All proposed costs for all line items must be all-inclusive, thereby including the cost of any and all services required in this solicitation.

The intent is to structure the cost format in order to facilitate a straightforward comparison among all Bidders and foster competition to obtain the best cost. Therefore, the Bidder is advised that failure to comply with the instructions, such as submission of an incomplete proposal, use of alternative cost structures or different formats than the one required, may be the basis for rejection of the Bidder's proposal.

It is imperative that no cost information be included in the body of the proposal. Cost information must only be submitted in the Bidder's Volume 2, Cost in accordance with [SECTION 5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#).

4.1. COST WORKBOOK (MS)

The Bidder must submit a completed [EXHIBIT C: COST WORKSHEETS](#) separately in Volume 2, as part of their response, in accordance with the requirements specified in this [SECTION 5.3. DELIVERY OF](#)

SUBMITTALS

Services, features, equipment, and costs included in [EXHIBIT C: COST WORKSHEETS](#) are those that the Bidder must provide for the term of the Contract as identified in the [ATTACHMENT 25: APPENDIX A - STATEMENT OF WORK](#), which includes all optional years.

4.2. COST WORKBOOK INSTRUCTIONS

The cost workbook includes multiple cost worksheets that must be completed by the Bidder and submitted with its Final Cost Proposal to be considered responsive. The cost workbook lists all cost elements required.

The Bidder is required to enter all cost data in the format prescribed by the cost workbook, even if there are no costs for the item indicated on the worksheet(s). In these instances the Bidder must indicate the cost as a zero (\$0). In addition, if any character other than a numeral is used (e.g., a dash), the State will assume the cost of the item to be zero (\$0). Items submitted with no price will be considered as offered at no cost. Costs cannot exceed two (2) decimal places.

The Bidder's completed Cost Workbook must be submitted separately with its proposal no later than the date and time identified in [SECTION 2.3. KEY ACTION DATES](#) to be considered responsive. The Cost Workbook shall list all cost elements required to implement, maintain, and operate the proposed services in support of the CSI.

See [SECTION 5.3. DELIVERY OF SUBMITTALS](#) for details surrounding the Cost Workbook submission.

Unless specified, all other fields must not be modified. If the cost workbook is modified or cells are left blank, the State may be considered non-responsive and may be the basis for rejecting the Bidder's proposal. The cost workbook must be filled out completely or the State may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The State has populated some of the cells with formulas, however it is the responsibility of the Bidder to ensure worksheets and calculations are correct and accurate. The State will not assume responsibility for any cost figures that do not calculate properly.

A detailed description of each worksheet is provided in the EXHIBIT C: COST WORKBOOK.

- Tab 1: Instructions, Workbook Instructions
- Tab 2: Cost Summary, Cost Workbook Summary
- Tab 3: Base Contract Deliverables, One-Time Project Services Costs (Base Agreement Term)
- Tab 4: Mandatory-Optional, Functional Mandatory-Optional Requirements
- Tab 5: Licensing Tools Hosting Costs, Third-Party Software Products, Licensing, Hosting including

Cloud, Data, Infrastructure, and Services Costs

- Tab 6: M&O Continuous Support, Maintenance and Operations Costs
- Tab 7: Staff Rate Sheet (UT), Unanticipated Tasks Hourly Labor Rates
- Tab 8: Continuous Enhancements, Improvements, Statutory and Regulatory Changes

Refer to the [EXHIBIT C: COST WORKSHEETS](#) for additional Cost Workbook instructions.

4.3. SALES TAX

Sales tax is not to be included in EXHIBIT C: COST WORKBOOK. If awarded the Contract, sales tax, if applicable, should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the service is to be provided. See California Department of Tax and Fee Administration Regulation 1502 (f) (1) (D).

5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS

These instructions identify the mandatory proposal format and the approach for the development and presentation of proposals. The format instructions must be followed, all requirements and questions in the solicitation must be completed, and all requested data must be supplied. The Bidder shall carefully examine the solicitation and be satisfied with the compliance conditions prior to submittal.

Bidder shall upload an electronic copy of its proposal, including the Cost Workbook, as specified in [SECTION 5.4. PROPOSAL CONTENT AND STRUCTURE](#). It is important that Bidder's electronic files that comprise its proposal are clearly labeled, or they may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The State will not be liable for any costs incurred by any Bidder in responding to this solicitation, regardless of whether the State awards the Contract through this process, decides not to move forward with the project, cancels this solicitation for any reason, or Contracts for the project through other processes or by issuing another solicitation.

5.1. PREPARATION

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this solicitation document. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the solicitation document instructions, responsiveness to the solicitation document requirements, and completeness and clarity of content.

5.2. COMPLETION OF PROPOSALS

Proposals must be complete in all respects as required. A proposal may be rejected if it is conditional, includes assumptions, includes exceptions that conflict with requirements or the intent of the effort, includes modifications to requirements, or if it contains any alterations of form or other irregularities of any kind. A proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal if any such defect or irregularity from the solicitation document requirements. The proposal must contain all costs as required in [SECTION 4. COST](#) and [SECTION 5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#).

5.3. DELIVERY OF SUBMITTALS

The Bidder must email the Procurement Officer by the due date specified in [SECTION 2.3. KEY ACTION DATES](#) , no more than two (2) contacts who will have access to the State's file sharing site to electronically upload Bidder's proposal as stated in [SECTION 2.2.5. REQUEST INVITATION TO STATE'S FILE-SHARING SITE](#) . Once provided, an invitation to the State's file sharing site will be sent to those individuals. It is the Bidder's responsibility to confirm receipt of the invitation with the Procurement Officer.

A separate file location will be created for each Bidder accessible only to the Bidder Contact(s).

The file sharing site does not allow access from outside the Continental United States.

It is highly recommended that Bidders upload a test MS Word, MS Excel, and PDF file to each folder at least five (5) calendar days prior to the due date to test access to the State's file sharing site. Upon successful upload, notify the Procurement Officer and the test file will be deleted. It is the Bidder's responsibility to gain access to the file-sharing site to submit their proposal. Lack of planning on gaining access or submitting a test file to ensure there are no errors will not result in the State granting an extension of the response submission date.

The file sharing site will provide a primary folder for each Bidder to submit their proposal. Each Bidder's folder will contain subfolders: Volume 1, Volume 2.

The Bidder contacts will be required to upload a complete copy of the Bidder's proposal to the appropriate folders.

If a Bidder fails to request access to the file sharing site by the due date specified in the Key Action Dates, the State cannot guarantee access to the site prior to the proposal submittal due date and no other submissions outside of the file sharing site will be considered.

COST:

- The Bidder Contacts will be required to upload a complete copy of the Bidder's [EXHIBIT C: COST WORKSHEETS](#) in the appropriate cost folder.
- The Bidder's [EXHIBIT C: COST WORKSHEETS](#) file shall be titled with the [Bidder's Name] and Project Name - [EXHIBIT C: COST WORKSHEETS](#), and deposited in the folder labeled "Volume 2".
- The Bidder's Cost Workbook shall be in MS Excel format (version 2019 or higher).
- Prior to submission, Bidders MUST apply an encryption password to the Cost Workbook.
- The Bidder will be required to email the encryption password to the Procurement Officer and Secondary Procurement Officer at the same time the Bidder uploads their cost workbook.

If a file is uploaded in error to a file sharing site folder, the Bidder may submit a request by email to the Procurement Officer prior to the last day to submit responses. **Do not upload compressed files (.zip files) onto the file sharing site.**

Proposals must be received no later than the date and time specified in [SECTION 2.3. KEY ACTION DATES](#) . Late receipt of a proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

5.4. PROPOSAL CONTENT AND STRUCTURE

It is the Bidder's responsibility to ensure its proposal is submitted in a manner that enables the State to easily locate all response descriptions, Attachments, and Exhibits for each requirement of this solicitation. Page numbers should be in the same position throughout the proposal. Figures, tables, charts, etc., should be assigned index numbers and should be referenced by these numbers in the text and in the Table of Contents. Figures, tables, charts, etc., should be placed as close to text references as possible. The proposal should be organized to identify the Attachments/Exhibits.

1. Show the following on each page of the proposal:
 - a. Solicitation #
 - b. Name of Bidder
 - c. Attachment/Exhibit Number
 - d. Page number (Page # of ##)
2. Response components shall be submitted electronically using the Century Gothic typeface no smaller than twelve (12) points, with headers/footers and table/figures no smaller than ten (10) point font.
3. Documents must be formatted to fit, if printed, on 8.5" x 11" letter-size paper and have a perimeter margin no less than one-half inch (0.5").
4. Electronic copies of the proposal must be in Microsoft Office version 2019 or higher (e.g., MS Word, MS Excel, MS Visio, etc.). The Bidder must also include (1) searchable PDF version of its proposal; however, it must be identical in content and pagination.

5. PDF versions of documents shall be used for those submissions of the proposal that require signature.
6. The Bidder must ensure that no cost information of any type is included outside of the Cost Workbook. The inclusion of cost in any part of the proposal, except for Volume 2, may be the basis for rejection of the Bidder's proposal.
7. Bidders must ensure their proposal is submitted in the applicable file-sharing site folders.
8. As stated in [SECTION 2.4.5. CONFIDENTIALITY](#), proposals marked "confidential" or "proprietary" may exclude the Bidder from consideration for award.

5.4.1. VOLUME 1: RESPONSE TO ADMINISTRATIVE AND TECHNICAL REQUIREMENTS

Volume 1 submission must contain the following in this order:

Table of Contents

1. [ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL](#)
2. [ATTACHMENT 2: INTENT TO BID](#)
3. [ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM](#)
4. [ATTACHMENT 4: COVER LETTER FORM](#)
5. [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS](#)
6. [ATTACHMENT 6: CONFIDENTIALITY STATEMENT](#)
7. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#)
8. [ATTACHMENT 8: WORKERS' COMPENSATION CERTIFICATION](#)
9. [ATTACHMENT 9: BIDDING PREFERENCES AND INCENTIVES](#)
10. [ATTACHMENT 10: DVBE DECLARATIONS \(if applicable\)](#)
11. [ATTACHMENT 11: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#)
12. [ATTACHMENT 12: TACPA PREFERENCE REQUEST FORMS \(if applicable\)](#)
13. [ATTACHMENT 14: BIDDER QUALIFICATIONS FORM](#)
14. [ATTACHMENT 15: BIDDER REFERENCE FORM](#)
15. [ATTACHMENT 16.1: Project Manager - QUALIFICATIONS FORM](#)
16. [ATTACHMENT 16.2: Project Manager - REFERENCE FORM](#)
17. [ATTACHMENT 16.3: Scrum Master - QUALIFICATIONS FORM](#)
18. [ATTACHMENT 16.4: Scrum Master - REFERENCE FORM](#)
19. [ATTACHMENT 16.5: Business Analyst Lead - QUALIFICATIONS FORM](#)
20. [ATTACHMENT 16.6: Business Analyst Lead - REFERENCE FORM](#)
21. [ATTACHMENT 16.7: Configuration Lead - QUALIFICATIONS FORM](#)
22. [ATTACHMENT 16.8: Configuration Lead - REFERENCE FORM](#)
23. [ATTACHMENT 16.9: Technical Architect Lead - QUALIFICATIONS FORM](#)
24. [ATTACHMENT 16.10: Technical Architect Lead - REFERENCE FORM](#)

25. [ATTACHMENT 17: NARRATIVE RESPONSE](#)
26. [ATTACHMENT 18: SOLUTION DEMONSTRATION](#)
27. [ATTACHMENT 19: CUSTOMER REFERENCE FOR PRODUCTIVE USE REQUIREMENTS CERTIFICATION](#)
28. [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#)
29. [EXHIBIT B: DELIVERABLES TABLE](#)

5.4.2. VOLUME 2: COST

This volume must contain: [EXHIBIT C: COST WORKSHEETS](#)

6. EVALUATION

This section details the evaluation process and scoring procedures the State will follow when evaluating proposals submitted in response to this solicitation. The evaluation process is a multi-step review of each Bidder's proposal to determine that it is responsive, and provides a "value effective" solution to the State. The value effective proposal is the proposal that best meets all requirements set forth in this solicitation and any State negotiated items.

The State reserves the right to modify or cancel this procurement in its entirety or in part at any time.

6.1. EVALUATION TEAM

This procurement is being conducted under the guidance of a Procurement Official from CDT OSTP (refer to [SECTION 2.2.1. PROCUREMENT OFFICERS](#)). The Procurement Official will serve as the Bidder's point of contact for questions and clarification, and will identify the rules governing this procurement.

The State will establish an evaluation team consisting of DCC management and staff to review and evaluate proposals. The State Procurement Official will provide guidance to the evaluation team and provide oversight of the evaluation process. The State may engage additional qualified individuals or subject matter experts (SME) during the evaluation process to assist the State in gaining a better understanding of technical, financial, legal, contractual, or program issues. These other individuals do not have voting privileges or responsibility for the evaluation process and will serve solely in an advisory capacity.

6.2. PROPOSAL EVALUATION

This section identifies how the State will evaluate and award points for each proposal in a manner that preserves the integrity of the competitive procurement process.

Proposals will be based on compliance with all requirements, with points allocated sixty percent (60%) for

scored administrative, qualifications, narrative response and solution requirements. The remaining forty percent (40%) will be allocated for Cost. The evaluation methodology and distribution and allocation of maximum points possible for each proposal component is provided in Table 6.2: Evaluation Scoring and Point Distribution.

Proposals will be evaluated using a combination of mandatory Pass/Fail and numerically scored criteria. All Bidders should read this section carefully to understand how points and scores are assigned.

A proposal may be rejected if it is conditional or incomplete, contradicts the requirements, contains alterations of any form, or contains other irregularities of any kind, including alterations to any terms and conditions.

Evaluation scoring will be made by consensus of the Evaluation Team members.

There are 1,600 points available (960 non-cost points, and 640 cost points), excluding preferences and incentives. All point calculations will be rounded to the nearest hundredth (two (2) decimal places).

Table 6.2: Evaluation Scoring and Point Distribution

REQUIREMENT	SCORING ELEMENT	SCORING METHOD	MAX SCORE
NON-COST EVALUATION (max. 960 points)			
Administrative Requirements	Mandatory	Pass/Fail	N/A
Bidder Qualifications	Mandatory	Pass/Fail	N/A
Bidder Qualifications	Desirable	Scored	45.00
Bidder Reference	Mandatory	Pass/Fail	N/A
Bidder Reference	Mandatory	Scored	80.00
Bidder Narrative Response	Mandatory	Scored	335.00

Project Manager Qualifications	Mandatory	Pass/Fail	N/A
Project Manager Qualifications	Desirable	Scored	6.00
Scrum Master Qualifications	Mandatory	Pass/Fail	N/A
Scrum Master Qualifications	Desirable	Scored	16.00
Business Analyst Lead Qualifications	Mandatory	Pass/Fail	N/A
Business Analyst Lead Qualifications	Desirable	Scored	6.00
Configuration Lead	Mandatory	Pass/Fail	N/A
Configuration Lead Qualifications	Desirable	Scored	6.00
Technical Architect Lead	Mandatory	Pass/Fail	N/A
Technical Architect Lead Qualifications	Desirable	Scored	6.00
Key Staff Reference Forms (Maximum of 32 points per Key staff member)	Mandatory	Scored	160.00
Demonstrations	Mandatory	Pass/Fail and Scored	300.00
Deliverable and Milestone Table	Mandatory	Pass/Fail	N/A
Functional & Non-Functional Requirements	Mandatory	Pass/Fail	N/A

COST EVALUATION (max. 640 points)			
Cost Evaluation	Mandatory	Scored	640.00
MAXIMUM TOTAL POINTS AVAILABLE (WITHOUT PREFERENCE POINTS APPLIED)			

6.2.1. VALIDATION AGAINST REQUIREMENTS

The State will review each proposal in detail to determine its compliance with the solicitation requirements. The State reserves the right to use multiple means to validate and determine the Bidder's response to a requirement. This may be through details in its description and/or supporting documentation provided or material that is publicly available, that may either support or contradict the Bidder's claim of intended compliance.

During the Proposal evaluation, the State may request the Bidder clarify any area of the proposal that the State determines to be unclear in accordance with [SECTION 6. EVALUATION](#).

If a Bidder's proposal fails to meet a mandatory requirement, it will be considered a deviation in accordance with [SECTION 2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS](#).

6.2.2. ERRORS IN THE FINAL PROPOSAL

An error in the proposal may cause the rejection of that proposal; however, the State may at its sole option retain the proposal and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the proposal to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation. If appropriate, errors may be corrected in accordance with the following:

1. If the Bidder's intent is clearly established based on review of the complete proposal submittal, the State may at its sole option correct an error based on that established intent.
2. If the State discovers obvious clerical or arithmetic errors, the State may, at its sole option, correct such errors. If the mathematical correction results in significant changes to the Bidder's response, the State will provide the Bidder the opportunity to validate the resulting correction.
3. It is essential that Bidders carefully review the cost elements in their proposals since they may not be provided the opportunity to correct errors after submission.

4. In the event an ambiguity or discrepancy between any of the State's solicitation documents, is detected after review of the bids, the State reserves the right to seek clarification and acceptance from the Bidder.
5. The Bidder is required to thoroughly review the solicitation to ensure that its proposal is fully responsive with the solicitation requirements and thereby avoid the possibility of being ruled non-responsive. It is the Bidder's responsibility to utilize the question and answer process to clarify any ambiguities in the solicitation requirements to ensure that the Bidder is submitting a responsive proposal.
6. At the State's sole discretion, it may declare all proposals to be Draft Proposals. Bidders may not protest the State's determination of all Proposals being declared Draft Proposals. If all proposals are declared to be Draft Proposals, the State may issue an addendum to this solicitation. Should this occur, confidential discussions may be held with Bidders that wish to remain under consideration. Each Bidder will be notified of the due date for the submission of a new Proposal to the State. This submission must conform to the requirements of the original RFP or as modified by an addendum. The new proposals will be evaluated as required by [SECTION 6. EVALUATION](#).

6.2.2.1. BIDDER RESPONSE CLARIFICATION

The State may request that a Bidder clarify any area of their response that the State determines to be unclear. The State may also request clarification for areas that may render the proposal non-responsive to the requirements and provide Bidders the opportunity to resubmit a responsive proposal by the date and time specified by the State. However, if the Bidder does not resubmit a responsive proposal to the areas identified by the date and time specified by the State, the Bidder's proposal will be rendered non-responsive, and ineligible to proceed to the next phase of the solicitation process. Clarifications may be requested via writing or confidential discussion.

6.3. ADMINISTRATIVE EVALUATION

All [SECTION 3.2. ADMINISTRATIVE REQUIREMENTS](#) labeled with (M) are mandatory, whereas Administrative Requirements labeled with (O) are optional. Bidders are not required to respond to optional requirements. Review of the proposals will begin with ensuring that the Bidder has responded to all mandatory Administrative Requirements. Unless otherwise required, e-Signatures or copies of an original signature are acceptable.

Administrative Requirements will be evaluated as a Pass/Fail. If a Proposal fails to meet any mandatory requirement specified in [SECTION 3.2. ADMINISTRATIVE REQUIREMENTS](#), it may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.4. QUALIFICATION EVALUATION

All [SECTION 3.3. QUALIFICATION REQUIREMENTS](#) labeled with (M) and (MS) are mandatory, whereas

Qualification Requirements labeled with (DS) are optional. Bidders are not required to respond to optional requirements. Review of the proposals will begin with ensuring that the Bidder has responded to all mandatory Qualification Requirements.

Qualification Requirements will be evaluated as a Pass/Fail and, if applicable, points will be awarded. If a proposal fails to meet any mandatory requirement specified in [SECTION 3.3. QUALIFICATION REQUIREMENTS](#), it may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.4.1. BIDDER QUALIFICATIONS EVALUATION

The State will evaluate Bidder qualifications using the information contained in the completed [ATTACHMENT 14: BIDDER QUALIFICATIONS FORM](#). Descriptions of experience must be clear, concise, and apply directly to the requirements.

To aid the State in evaluating Bidder qualifications, the Bidder should use a MM/DD/YYYY format when indicating project start and end dates. If a Bidder submits a proposal using any other date format, the State will count only the whole months or years between the start and end dates specified. For example, Bidder "A" cites start and end dates for a project as 01/19/2023 and 07/25/2024. The Bidder or Key Staff member would only be credited with eighteen (18) months of experience.

If a project end date is ongoing or exceeds the proposal due date, then the Bidder will receive credit for only the experience acquired up to the proposal due date specified in [SECTION 2.3. KEY ACTION DATES](#). In this instance, Bidders are instructed to use the proposal due date as the end date of ongoing projects. Concurrent project timeframes (overlapping dates) will only count once for calculating the number of years and months of qualification experience.

If the number of years and months for a project was not indicated on the Bidder Qualification form "Experience gained on this cited Project" and the Bidder checked "yes" to meeting the total experience on the project cited, then the Bidder will only receive experience credit for the minimum number of years required for that requirement **OR** will receive the number of years indicated on the start/end date of the Bidder Qualification form, whichever is less.

Bidders that do not complete and submit all required Bidder qualification forms with their proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.4.2. BIDDER REFERENCES EVALUATION

The State will evaluate the Bidder's references using the information provided in each [ATTACHMENT 15: BIDDER REFERENCE FORM](#).

Bidders that do not return the required reference forms may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

Reference scores will be calculated by totaling the Satisfaction Ratings from each reference form submitted. The aggregate rating for all reference forms submitted will be divided by the number of reference forms submitted to determine the Bidder average rating score. This figure will then be multiplied by the total maximum points available (200) and divided by the maximum points possible per reference form (80). This figure will be rounded to the nearest whole number to determine the Bidder's final evaluated total score for Bidder references. For example, if three (3) references are submitted with total rating scores of 30, 50, and 80 from three (3) projects, the aggregate rating scores equal 160. The aggregate score 160 will be divided by the number of reference forms submitted (3) to determine the final rating of 53.33 points. $53.33 \text{ (average rating)} \times 200 \text{ (total points possible)} / 80 = 133.00 \text{ (rounded) total points for Bidder references.}$

If the State wishes to validate the claimed information and experience listed on a Bidder Reference Form, the State will make two (2) attempts via email or phone to the reference contact identified on the Bidder Reference Form. The Bidder should ensure that its Bidder Reference Form contacts are available for validation during the evaluation period identified in [SECTION 2.3. KEY ACTION DATES](#).

If the State has not received a response from the reference contact after the first contact attempt, a second attempt will be made. If no response is received after the second contact attempt, the State will seek assistance from the Bidder requesting the reference to respond to the State within forty-eight (48) hours of the second contact attempt.

If the State remains unable to contact the reference, the Bidder's proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal for failure to provide a verifiable reference.

6.4.3. KEY STAFF QUALIFICATIONS EVALUATION

The State will evaluate Key Staff Qualifications and experience using the information contained in the Bidder's Key Staff qualification forms.

To aid the State in evaluating Key Staff qualifications, the Bidder should use a MM/DD/YYYY format when indicating project start and end dates on the Key Staff Qualification forms. If a Bidder submits a response using any other date format, the State will count only the whole months or years between the start and end dates specified.

If a project end date is ongoing or exceeds the proposal due date, then the Key Staff member will receive credit for only the experience acquired up to the proposal due date, as shown on [SECTION 2.3. KEY ACTION DATES](#).

Concurrent project timeframes (overlapping dates) will only count once for calculating the number of years and months of qualification experience for Key Staff.

Bidders that fail to submit a completed Key Staff Qualification form together with all required completed corresponding Key Staff reference forms may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

For each Key Staff, the Evaluation Team will first evaluate the completed [ATTACHMENT 16: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS](#) for compliance with the instructions specified in the form and in [SECTION 3.3.3. KEY STAFF QUALIFICATIONS \(M\) \(DS\)](#). The State will evaluate Key Staff experience and award points as applicable using the Bidder's response to the mandatory and desirable requirements.

If the State is unable to validate that the information supplied qualifies for any desirable scored experience points, no points will be awarded for such experience.

6.4.4. KEY STAFF REFERENCES EVALUATION

The Bidder must complete and submit one (1) Key Staff Reference form using the applicable Attachment for each Key Staff project cited in the Key Staff Qualification Forms.

Each Key Staff reference form must be from a reference contact who performed a management, supervisory, or product owner role on the cited project.

All Key Staff Reference Forms must be returned with the proposal response. Proposals that do not include the required Key Staff reference forms may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Evaluation Team will validate claimed Key Staff experience specified in the Key Staff Qualification Forms using the corresponding Key Staff Reference Form for each project cited to meet the mandatory (M) experience and if applicable, Desirable Scored (DS) experience. If the State is unable to validate the claimed experience meets the (M) requirement, the response may be considered non-responsive and may be the basis for rejecting the Bidder's proposal. If the State is unable to validate the claimed experience meets the Desirable Scored (DS) experience, points will not be awarded.

References will be scored based upon the ratings provided by the reference(s). Any conflicting information may result in the offer being deemed non-responsive.

Reference scores will be calculated by totaling the Satisfaction Ratings from each reference form submitted. The aggregate rating for all reference forms submitted will be divided by the number of reference forms submitted to determine the Key Staff's average rating score. This figure will then be

multiplied by the total maximum points available (100) and divided by the maximum points possible per reference form (80). This figure will be rounded to the nearest whole number to determine the Bidder's final evaluated total score for Key Staff references. For example, if three (3) references are submitted with total rating scores of 30, 50, and 80 from three (3) projects, the aggregate rating scores equal 160. The aggregate score (160) will be divided by the number of reference forms submitted (3) to determine the average rating of 53.33 points. $53.33 \text{ (average rating)} \times 100 \text{ (total points possible)} / 80 = 67.00 \text{ (rounded)}$ total points for Key Staff references.

If the State validates a Key Staff qualification, the State will make two (2) attempts to the reference contact identified on the Key Staff Reference Form to validate the claimed information and experience. The Bidder should ensure that its Reference Form contacts are available for validation during the evaluation period identified in [SECTION 2.3. KEY ACTION DATES](#). Reference Contacts listed on the Reference Forms must be the same contact person listed on each Bidder Qualification Form.

If the State has not received a response from the reference contact after the first contact attempt, a second attempt will be made. If no response is received after the second contact attempt, the State will seek assistance from the Bidder requesting the reference to respond to the State within forty-eight (48) hours of the second contact attempt.

If the State remains unable to contact the reference, the Bidder's proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal for failure to provide a verifiable reference.

6.5. SOLUTION REQUIREMENTS EVALUATION

All [SECTION 3.4. SOLUTION REQUIREMENTS](#) labeled with (M), (MS) and (MO) are mandatory, whereas Solution Requirements labeled with (O) are optional. Bidders are not required to respond to optional requirements. Review of the proposals will begin with ensuring that the Bidder has responded to all mandatory Solution Requirements.

Solution Requirements will be evaluated as a Pass/Fail and, if applicable, points will be awarded. If a proposal fails to meet any mandatory requirement specified in [SECTION 3.4. SOLUTION REQUIREMENTS](#), it may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.5.1. FUNCTIONAL AND NON-FUNCTIONAL EVALUATION

The functional and non-functional requirements identified in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) consist of Mandatory (M), Mandatory-Optional (MO), and Optional (O) requirements. The Bidder must provide complete responses to each (M) and (MO) requirements.

The State will evaluate each functional and non-functional requirement, to determine whether the response fully addresses the requirements in accordance with the following criteria:

Instructions on how to respond to functional and non-functional requirements can be found in the instructions tab of the [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#)

Failure to indicate how the solution will be met (Columns J, K, L, M) and if the solution will meet the requirement (Column I) may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Bidder must not modify the format, add columns or include explanatory text to its response or otherwise change the format or content of [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

The following identifies each column within the [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). Bidder instructions on how to respond can be found in the Bidder Instructions Tab of the [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

- Column A: Requirement Category
- Column B: Requirement Number
- Column C: Main Business Capability/Function
- Column D: Sub Business Capability/Function
- Column E: Business Process
- Column F: Requirement Description
- Column G: Priority
- Column H: Classification
- Column I: Met? (Y/N)?
- Column J: Out of the Box
- Column K: Minor Configuration (20 hours or less)
- Column L: Major Configuration (21 - 39 Hours) or Third Party Tools
- Column M: Customization (More than 40 Hours)

The state reserves the right to require a demonstration of any Solution Requirement the Bidder specifies will be met "Out of the Box."

6.5.2. DELIVERABLES EVALUATION

The State will evaluate the [EXHIBIT B: DELIVERABLES TABLE](#), which lists deliverables. A "Yes" response in the "Yes/No" column indicates the Bidder agrees to produce and meet each deliverable and milestone identified therein. The Evaluation Team will evaluate the Bidder's responses to confirm compliance.

A “No” response to any of the Mandatory or Mandatory Optional items may be considered non-responsive and may be the basis for rejecting the Bidder’s proposal.

The Bidder must not modify the format, add columns, or include explanatory text to its response or otherwise change the content of [EXHIBIT B: DELIVERABLES TABLE](#).

6.5.3. NARRATIVE RESPONSE(S) EVALUATION

The State will evaluate the narrative responses using the information contained in the completed [ATTACHMENT 17: NARRATIVE RESPONSE](#).

Points will be awarded for the narrative responses as detailed in Table 6.5.3-1: Narrative Scoring Criteria. Points will be awarded based on percentages of the total possible points for each Narrative Requirement.

Table 6.5.3-1: Narrative Scoring Criteria

SCORING CRITERIA	RATING	PERCENTAGE OF POINTS POSSIBLE
<ul style="list-style-type: none">• The response fully meets the Narrative evaluation factor.• The Bidder has demonstrated a full understanding of the required Narrative and has provided a complete approach to meeting the Narrative requirements.	Fully Meets	100%
<ul style="list-style-type: none">• The response mostly addresses the Narrative requirements.• The Bidder has demonstrated more than partial, but less than full understanding. The omission(s), flaw(s), or defect(s), if any, are inconsequential.	Mostly Meets	75%
<ul style="list-style-type: none">• The response partially addresses the Narrative requirements.• The Bidder has demonstrated only a partial understanding, but less than full understanding, of the Narrative requirement. The omission(s), flaw(s), or defect(s), if any, are inconsequential.	Partially Meets	50%

<ul style="list-style-type: none"> The response minimally meets the Narrative requirements. The Bidder has demonstrated less than partial understanding of the Narrative requirements. The omission(s), flaw(s), or defect(s), if any, are consequential, where Evaluation Team cannot deduce an overall competency. 	Minimally Meets	25%
<ul style="list-style-type: none"> The response fails to address the Narrative requirements. The Bidder has either not included a response to the requirement or demonstrates a lack of understanding of the Narrative requirements. The omission(s), flaw(s), or defect(s) are significant. Includes exceptions and/or conditions. OR Conflicts with a mandatory requirement. 	Does Not Meet	0%

Any Narrative response receiving zero (0) points will not result in the proposal being deemed non-responsive.

6.6. SOLUTION DEMONSTRATIONS EVALUATION

The State will observe and evaluate each demonstration to assess the effectiveness and outcomes of each demonstration. Demonstrations will be evaluated using the criteria specified in **Table 6.6 A: Demonstration Evaluation Criteria** and **Table 6.6B Demonstration Scoring Key**. The maximum number of points available for demonstrations is 300 points as specified in **Table 6.6 C: Scoring and point distribution**.

The demonstrations for the first ten (10) requirements, which include user stories and expected results as identified in [ATTACHMENT 18: SOLUTION DEMONSTRATION](#) will be evaluated in accordance with these tables.

Table 6.6A: Demonstration Evaluation Criteria

Evaluation Criteria	Evaluation Criteria Description	Total Points
1. Ease of Use	Does the demonstration show solution components that are user-friendly? This includes, but is not limited to, an intuitive structure,	100

	consistent layouts, clear navigation across screens, tabbing from field to field, simple language for enhanced usability, prevention and recovery from user errors.	
2. Workflow Automation	Does the demonstration show workflow automation in the solution that reduces processing time and activities? This includes providing an overview of the end-to-end case management lifecycle for licensing and compliance, and/or demonstrating configurable rules, logic, and automated actions that minimize human input, streamline decision-making, and route cases appropriately, while supporting exceptions that require staff intervention.	100
3. Expected Result	Assesses the degree to which the defined expected results are achieved, based on the number of results met out of four (4) and scored according to the established evaluation thresholds.	100

Table 6.6B: Demonstration Scoring Key Table

Rating	Description	Points %
Fully Meets	<p>Ease of Use and Workflow Automation Evaluation Criteria: The demonstration element fully meets the expectations of the Evaluation Team. The Bidder has demonstrated a complete understanding of the requirement(s) and has provided a complete approach to meeting the requirement(s).</p> <p>Expected Results Evaluation Criteria: All four results met</p>	100
Mostly Meets	<p>Ease of Use and Workflow Automation Evaluation Criteria: The demonstrated element mostly addresses the evaluation factor. The Bidder has demonstrated more than partial, but less than full understanding of the requirement(s). The omission(s), flaw(s), or defect(s), if any, are inconsequential.</p> <p>Expected Results Evaluation Criteria: Three of the four results met</p>	75
Partially Meets	<p>Ease of Use and Workflow Automation Evaluation Criteria: The demonstrated element partially addresses the evaluation factor. The Bidder has demonstrated a partial understanding of the requirement(s).</p>	50

Rating	Description	Points %
	The omission(s), flaw(s), or defect(s), if any, are inconsequential. Expected Results Evaluation Criteria: Two of the four results met	
Minimally Meets	Ease of Use and Workflow Automation Evaluation Criteria: The demonstrated element minimally addresses evaluation factor. The Bidder has demonstrated a minimal understanding of the requirement(s). The omission(s), flaw(s), or defect(s) are consequential. Expected Results Evaluation Criteria: One of the four results met	25
Does Not Meet	Ease of Use and Workflow Automation Evaluation Criteria: The Bidder has demonstrated no understanding of the evaluation factor. The omission(s), flaw(s), or defect(s), result in the Evaluation Team being unable to deduce an overall competency. Expected Results Evaluation Criteria: None of the results met	0

Table 6.6C: Scoring and Point Distribution

Ease of Use	100 points
Workflow Automation	100 points
Expected Result	100 points
Requirement 11 through 15	Pass/Fail
Total points:	300 points

If the Bidder's response indicates that a requirement will be met "out of the box", as defined in the instructions included with [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#), such functionality must be demonstrated.

[ATTACHMENT 18: SOLUTION DEMONSTRATION](#) requirement 11 through 15 consist of select DCC demonstrations from the bidder's responses for requirements that are identified as Met which can be met "out of the box".

These demonstrations will be evaluated on a Pass/Fail basis and will not receive additional points.Failure

to demonstrate the identified "out of the box" functionality for requirements 11 through 15 will result in the Bidder's disqualification.

6.7. COST EVALUATION

After [SECTION 3. PROPOSAL REQUIREMENTS](#) have been evaluated, the evaluation team will evaluate the cost workbook (Bidder's response to Volume 2) for those Bidders whose proposals have been deemed responsive. If a Bidder is determined non-responsive, its cost workbook will remain unopened.

If a Bidder's cost workbook fails to meet the password protection requirement, the State may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Total Cost points are weighted at forty percent (40%) of the maximum available points for this solicitation.

All proposed costs for all line items must be all-inclusive, thereby including the cost of any and all associated services and deliverables required in this solicitation to implement and maintain the full solution through the term of the Agreement.

The intent is to structure the pricing format to facilitate a straightforward comparison among all Cost submissions and foster competition to obtain the best market pricing. Consequently, DCC requires that each Bidder's cost information be in the format identified in [EXHIBIT C: COST WORKSHEETS](#). Bidders are advised that failure to comply with the instructions listed, such as submission of incomplete proposals or use of alternative pricing structures or different formats than the one requested, may result in the rejection of Bidder's proposal.

Any elements not specifically priced or identified in the Bidder's Cost Workbook, or those that are identified after Contract Award as necessary to meet the requirements of this solicitation, will be at no additional cost to the State.

NOTE: It is imperative that no cost information be included anywhere outside of [EXHIBIT C: COST WORKSHEETS](#) may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.7.1. COST SCORE CALCULATION

All cost worksheets will be validated to verify completeness and mathematical accuracy. If appropriate, errors will be corrected in accordance with [SECTION 6.2.2. ERRORS IN THE FINAL PROPOSAL](#). After costs have been verified for accuracy, the Bidder with the lowest proposed Total Cost will receive the maximum score of two thousand nine hundred (2,900) points. All other Bidders will receive a

proportionally lower score using the ratio of the lowest proposed Total Cost to the Bidder’s proposed Total Cost applied to the maximum of 2,900 points, as shown in Table 6.7.1A below:

Table 6.7.1A: Bidder Total Cost Score Formula

<div> (Lowest proposed Total Cost) <hr/> (Bidder’s proposed Total Cost) </div>	X 2,900 points = Bidder Total Cost score
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The total evaluated cost score calculation example in Table 6.7.1B, Bidder Total Cost Score Calculation illustrates that Bidder C proposed the lowest Total Cost and received the maximum points possible.

Table 6.7.1B: Bidder Total Cost Score Calculation

BIDDER	BIDDER'S TOTAL COST	CALCULATION				BIDDER'S TOTAL COST SCORE
A	\$500,000	(\$300,000 / \$500,000)	X	2,900 points	=	1,740 points
B	\$400,000	(\$300,000 / \$400,000)	X	2,900 points	=	2,175 points
C	\$300,000	(\$300,000 / \$300,000)	X	2,900 points	=	2,900 points

NOTE: Point values in this example explain the calculations and have no other significance.

6.8. SOCIOECONOMIC PROGRAMS

Bidders who claim preference points will be evaluated to determine whether they submitted the required forms, documents, exhibits, and/or the responses necessary to validate their qualification and eligibility for the claimed preference(s). If the State determines that the submitted information is insufficient or that the required documents do not otherwise validate the eligibility for points in any of the claimed programs, then the points for that program will not be added to the Bidder’s final overall proposal score. If the State is able to validate the Bidder’s claim, the qualified preference points will be applied to the Bidder’s final overall proposal score as illustrated in Table 6.8-1 Final Score and Rank Determination provided that the Bidder’s proposal is not otherwise determined to be non-responsive to any mandatory requirements.

The total proposal score calculation is shown in Table 6.8-1, Example of Bidder Total Proposal Score Calculation.

Table 6.8-1: Bidder Total Proposal Score Calculation

BIDDER	BIDDER'S TOTAL NON- COST SCORE		BIDDER'S TOTAL COST SCORE		BIDDER'S TOTAL PROPOSAL SCORE
A	2,200.00 points	+	1,740.00 points	=	3,940.00 points
B	2,750.00 points	+	2,175.00 points	=	4,925.00 points
C	2,900.00 points	+	2,900.00 points	=	5,800.00 points

NOTE: Point values in this example explain the calculations and have no other significance.

6.8.1. DVBE INCENTIVE EVALUATION

In accordance with §999.5(a) of the Military and Veterans Code, for evaluation purposes only, the State shall provide an incentive to Bidders who provide California-certified DVBE participation that exceeds the mandatory California-certified DVBE participation goal in the amounts shown in Table 6.8.1-1 DVBE Participation Incentive Formula.

The State will verify DVBE and apply the incentive accordingly. The DVBE Incentive points are a percentage of the total possible points. The maximum incentive for this procurement is five percent (5%) of the total points available, and is based on the amount of DVBE participation confirmed. Table 6.8.1-1 below is an illustration of this calculation:

Table 6.8.1-1: DVBE Incentive Formula

CONFIRMED DVBE PARTICIPATION	DVBE INCENTIVE PERCENTAGE	DVBE INCENTIVE POINTS
≥ 5%	5%	290.00 (5,800 x .05)
4% - 4.99%	4%	232.00 (5,800 x .04)
3.% - 3.99%	3%	174.00 (5,800 x .03)
<3%	0%	0.00

NOTE: Bidder's final score calculation in Table 6.10-1 is an example that explains the calculations and has no other significance.

6.8.2. SMALL BUSINESS PREFERENCE EVALUATION

The State will verify Small Business/Non-Small Business preference claim and apply the five percent (5%) preference accordingly. Refer to [SECTION 3.2.13.3. SMALL BUSINESS PREFERENCE \(O\)](#) and [SECTION 3.2.13.4. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE \(O\)](#) for more information.

In accordance with Government Code §14835 et seq., Bidders who qualify as a small business will be given a five percent (5%) preference for evaluation purposes only. The five percent (5%) preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsive to the proposal requirements. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in the California Code of Regulations, Title 2, § 1896 et seq.

This five percent (5%) small business preference is also available to a non-small business claiming 25% California certified small business subcontractor participation. The five percent (5%) preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsive to the proposal requirements and that is not subcontracting a minimum of 25% to a small business. Non-small business Bidders claiming the five percent (5%) small business preference must commit to subcontract at least 25% of the net proposal price with one (1) or more California certified small businesses.

Completed certification applications and required support documents must be submitted to the Department of General Services Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

For an illustration of this process, refer to the example in Table 6.8.2-1, Small Business Preference Points Calculation. Points in this example explain the calculations and have no other significance.

The preference points for Bidders A and B are based on five percent (5%) of the Bidder proposal score of Bidder C, the highest scorer of a non-small business, which is $(5,800.00 \text{ points}) \times (.05) = 290.00 \text{ points}$ (rounded). Bidder C, which is neither a small business nor a non-small business subcontracting a minimum of 25 percent (25%) to a small business, receives no small business preference points.

Table 6.8.2-1: Small Business Preference Points Calculation

BIDDER	BIDDER TOTAL PROPOSAL SCORE	SMALL BUSINESS PREFERENCE CLAIM?	NON-SMALL BUSINESS PREFERENCE CLAIM?	SMALL BUSINESS PREFERENCE POINTS AWARDED
A	3,940.00 points	Yes	No	290.00 points
B	4,925.00 points	No	Yes	290.00 points
C	5,800.00 points	No	No	0.00 points

NOTE: Calculation is based on 5% of the Bidder with the highest “Bidder proposal score” that is a non-small business. In the example Table 6.8.2-1, Bidder C has the highest non-small business score.

6.8.3. TACPA PREFERENCE EVALUATION

The State will give preferences in accordance with the Government Code § 4530-4535.3, for Bidders that are California home based and qualify for claimed preferences under the Target Area Contract Preference Act (TACPA) by completing and returning the appropriate forms described in the solicitation. Where multiple preferences are claimed, the State will verify eligibility for the preferences and evaluate and apply preferences in accordance with the law.

Available evaluation preferences under TACPA are limited to nine percent (9%), five percent (5%) worksite, and one percent (1%) up to four percent (4%) workforce of the lowest total proposal price or fifty thousand dollars (\$50,000.00), whichever is less. The TACPA preference is a dollar preference, applied against the Bidder’s proposed cost, before cost is evaluated and converted to points.

The State will verify and apply TACPA preference accordingly. The TACPA preference does not apply when the worksite is fixed by the terms of the Contract.

6.9. BIDDER FINAL SCORE CALCULATION

The evaluation team will calculate the Bidder’s final score. Table 6.9-1, Bidder Final Score Calculation, illustrates the Bidder’s final score that incorporates both preference and incentive points:

Table 6.9-1: Bidder Final Score Calculation

BIDDER	BIDDER TOTAL	SMALL BUSINESS	VERIFIED	DVBE INCENTIVE	BIDDER
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R	PROPOSAL SCORE	PREFERENCE POINTS AWARDED	DVBE %	POINTS AWARDED	FINAL SCORE
A	3,940.00 points	290.00 points	3%	174.00 points	4,230.00 points
B	4,925.00 points	290.00 points	4%	232.00 points	5,215.00 points
C	5,800.00 points	0.00 points	5%	290.00 points	6,090.00 points

NOTE: Bidder's final score calculation in Table 6.9-1 is an example that explains the calculations and has no other significance.

6.10. PROPOSAL RANK DETERMINATION

The State will determine which Bidder has the highest combined score for the bid requirements and cost, up to the maximum points, plus any preference and/or incentive points. The State will rank all qualified proposals by the Bidder's final score. Table 6.10-1 demonstrates how the final ranking determination is made:

Table 6.10-1: Example of Final Score and Rank Determination

REQUIREMENT	MAX SCORE	BIDDER A	BIDDER B	BIDDER C
Administrative Requirements	Pass/Fail	Pass	Pass	Pass
Bidder Qualifications - Mandatory	Pass/Fail	Pass	Pass	Pass
Bidder Qualifications - Desirable	300.00	200.00	300.00	300.00
Bidder Reference	Pass/Fail	Pass	Pass	Pass
Bidder Reference	200.00	200.00	200.00	200.00
Bidder Narrative	800.00	800.00	800.00	800.00

Requirements for Seven (7) Proposed Key Staff - Mandatory	Pass/Fail	Pass	Pass	Pass
Requirements for Proposed Key Staff - Desirable	700.00	500.00	700.00	700.00
Key Staff Reference Forms	100.00	100.00	100.00	100.00
Interviews	300.00	100.00	250.00	300.00
Demonstrations	500.00	300.00	400.00	500.00
Deliverables Table	Pass/Fail	Pass	Pass	Pass
Functional & Non-Functional Requirements	Pass/Fail	Pass	Pass	Pass
Total Non-Cost Score	2,900.00	2,200.00	2,750.00	2,900.00
Total Cost Score	2,900.00	1,740.00	2,175.00	2,900.00
TOTAL PROPOSAL SCORE	5,800.00	3,940.00	4,925.00	5,800.00
Initial Rank (Before preferences and incentives)		3	2	1
DVBE Participation claimed	Yes/No; %	3%	4%	5%
DVBE Incentive Points	290.00	174.00	232.00	290.00
Small Business claimed	Yes/No	Yes	No	No
Small Business Preference Points	290.00	0.00	0.00	0.00
Non-Small Business Claimed	Yes/No	No	Yes	No
Non-Small Business Preference	290.00	0.00	290.00	No

Points				
BIDDER FINAL SCORE	6,670.00	4,114.00	5,447.00	6,090.00
FINAL RANK		3	2	1

NOTE: Bidder's final score calculation in Table 6.10-1 is an example that explains the calculations and has no other significance.

7. NEGOTIATIONS

This solicitation is being conducted under the authority of CDT pursuant to Public Contract Code (PCC) §6611, which provides the authority to use a competitive negotiation process when the State's business needs or the purpose of a procurement or contract is known, but negotiation is necessary to ensure the State receives the best value or the most cost-efficient goods, services, information technology, and telecommunications technology.

Negotiations allow the State and Bidder an opportunity to discuss items that could, in the State's opinion, enhance the Bidder's proposal and potential for award. Negotiations are not intended to allow a Bidder to completely rewrite its proposal. The negotiations are exchanges between the State and the Bidder, which are undertaken with the intent of allowing the Bidder to revise its proposal only in areas determined by the State during the negotiation process. Negotiations will be conducted either orally or in writing.

The State may discuss any aspect of the Bidder's proposal that could, in the opinion of the State, be altered or explained to enhance the proposal's potential for award. However, the State is not required to discuss every area where the Bidder's proposal could be improved. The scope and extent of negotiation exchanges are the matter of the State's judgment. The State reserves the right to modify or cancel this Solicitation in its entirety or in part at any time.

At the State's discretion, the State will determine the topics for negotiation and reserves the right to revise the scoring criteria for Best and Final Offer evaluation to obtain a value effective solution.

Award of a contract, if made, will be to the Bidder that meets and/or exceeds the State's requirements and provides the best value to the State. All aspects of the Bidder's proposal are confidential until after the issuance of the notification of award.

7.1. PROCEEDING TO NEGOTIATIONS

At the discretion of the State, the State may invite Bidder(s) to participate in the negotiation process under the following option.

Option 1

At the discretion of the State, the highest scoring responsive Bidder will be determined eligible to participate in the negotiation process. If the State cannot come to an agreement with the highest scoring responsive Bidder, the State will invite and proceed with negotiations with the next highest scoring responsive Bidder. This Bidder negotiation selection process will continue until the State completes negotiations with the final selected Bidder.

Option 2

At the discretion of the State, up to the top three (3) highest scoring, responsive Bidders will be determined eligible to participate in the negotiation process.

NOTE: In the event no responsive bids are received, the State at its discretion may proceed to negotiations with all Bidders that submitted a bid.

The negotiations may or may not result in a Contract award.

7.2. NEGOTIATION INVITATION

Bidder(s) invited to participate in negotiations will receive an Invitation to Negotiate with the following information:

1. That the State is initiating negotiations pursuant to Public Contract Code 6611(a);
2. The general purpose and scope of the negotiations;
3. The anticipated schedule for the negotiations;
4. The procedures to be followed for negotiations; and
5. Confirmation of negotiation attendance within two (2) working days of invitation.

The Bidder(s) must submit any additional information requested by the State by the due date specified in the Invitation to Negotiate letter.

7.3. BEST AND FINAL OFFER SUBMISSION (BAFO)

At the conclusion of negotiations, the State may request a best and final offer (BAFO) submission. The intent of the BAFO is to clarify and document understandings reached during negotiations. The State will include a date and time for submission of the BAFO. A Bidder's BAFO is an irrevocable offer for one hundred and eighty (180) calendar days following the Contract Award date specified in [SECTION 2.3. KEY ACTION DATES](#). A Bidder may extend the offer in the event of a delay in the Contract Award.

7.4. EVALUATION OF BAFO SUBMISSION

The State will evaluate the BAFO submission based on topics negotiated. BAFOs will be evaluated using the criteria and methodologies described in [SECTION 6. EVALUATION](#) or a BAFO addendum, if issued for purposes of this solicitation's negotiations.

8. CONTRACT AWARD

Contract Award, if made, will be to the Bidder that meets and/or exceeds the State's requirements and provides the best value to the State and will occur pursuant to the Key Action Dates of the solicitation document specified in [SECTION 2.3. KEY ACTION DATES](#) . However, the State, at its sole option, may change the Contract Award date.

The State will publish a Notification of Award to all Bidders that have submitted a proposal in response to this solicitation. Notification of Award will be sent at the time of Agreement execution.

All aspects of the Bidder's proposal are confidential until after the issuance of the Notification of Award.

9. DEBRIEFING

A debriefing may be held within fifteen (15) calendar days following Contract award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the qualifications, solution requirements and cost evaluations of the Bidder's proposal. A debriefing is not the forum to challenge the solicitation specifications or requirements. Statements made during the debrief are non-binding on the State and are intended for informational purposes only.

10. PROTESTS

This procurement process does not include any provisions to protest either the process or resulting contract award(s). However, pursuant to PCC § 6611(d), an unsuccessful Bidder may file a petition for a writ of mandate in accordance with Section 1085 of the Code of Civil Procedure. The venue for the petition for a writ of mandate will be Sacramento, California.

ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL

The Bidder is required to use the format listed below when submitting questions and request for changes to the Procurement Officer listed in [SECTION 2.2.1. PROCUREMENT OFFICERS](#). Written questions and request for changes must be submitted in Microsoft Excel or Word version. Instructions are as follows:

Name of Bidder – Provide the name of the bidding 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.

Q # – Sequentially number each question/request for change, always starting at one (1) for each submission.

Section/Document(s) – Identify the section or document the request pertains to, such as “Request for Proposal, [SECTION 3.3.3. KEY STAFF QUALIFICATIONS \(M\) \(DS\)](#)”

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

Question/Request for Change – Write the question and/or request for change in this column. If the Bidder is requesting a change, the Bidder must apply track changes to ensure the requested change is evident.

Bidder’s Rationale for Change Requests - Provide an explanation for the requested change.

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

QUESTION/REQUEST FOR CHANGES FORM				
Name of Bidder:				
Contact Person:				
Contact Email and Phone Number:				
Q #	Section/Document(s)	Page #	Question/Request for Change	Bidder's Rationale for Change Request

QUESTION/REQUEST FOR CHANGES FORM				
1				
2				
3				
4				

ATTACHMENT 2: INTENT TO BID

The Bidder should complete and submit this form per the instructions in [SECTION 2.2.3. INTENT TO BID](#).

Bidder's Legal Company/Firm Name: _____

INTENT TO BID SELECTION (select one):	
<input type="radio"/>	Intends to submit a bid and has no issues with the solicitation requirements.
<input type="radio"/>	Intends to submit a bid but has one (1) or more issue(s) with the requirements. (Use ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL and submit by the dates specified in SECTION 2.3. KEY ACTION DATES .)
<input type="radio"/>	Does not intend to submit a bid and has one (1) or more issues(s) with the solicitation requirements. (Use ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL and submit by the dates specified in SECTION 2.3. KEY ACTION DATES .)

The Bidder's Authorized Representative or Corporate Officer:	
Bidder/Firm Name:	
Printed Name of Authorized Representative:	
Title/Role:	
Phone Number:	
Email:	
Signature:	
Date:	

ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM

1. Background Information

PCC Section 10365.5 generally prohibits a person, firm, or subsidiary thereof that has been awarded a consulting services contract from submitting a bid for and/or being awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of a consulting services contract.

PCC Section 10365.5 does not apply to any person, firm, or subsidiary thereof that is awarded a subcontract of a consulting services agreement that totals no more than 10 percent of the total monetary value of the consulting services agreement.

Consultants/employees of a firm that provides consulting advice under an original consulting contract are not prohibited from providing services as employees of another firm on a follow-on contract, unless the persons are named contracting parties or named parties in a subcontract of the original contract.

PCC Section 10365.5 does not distinguish between intentional, negligent, and/or inadvertent violations. A violation could result in disqualification from bidding, a void contract, and/or imposition of criminal penalties.

2. Contract Disclosure

Bidder to select the appropriate box below.

<input type="checkbox"/>	<p>I hereby certify that neither my firm nor any subcontractor that my firm intends to use under the contract resulting from this procurement, is currently providing consulting services to the state under a state contract (or as a subcontractor providing more than 10 percent of dollar value of a consulting service contract with the state) or has provided such services within five (5) years prior to the release of this solicitation that are related in any manner to the services, goods, or supplies being acquired pursuant to this solicitation.</p> <p>Bidder must sign below. This option is likely to apply to bidding firms that do not currently and/or never have provided consultant services to the state.</p>
<input type="checkbox"/>	<p>Attached is a disclosure of current and/or prior consulting services provided by my firm or a proposed subcontractor to the state under a state contract within five (5) years prior to the release of this solicitation that may be related in some manner to the services, goods, or supplies being acquired pursuant to this solicitation. In addition, provide a detailed explanation why your firm is not prohibited from bidding under PCC Section 10365.5. Please also refer to the Department of General Services'</p>

	<p>Management Memo 07-04 for additional information regarding the follow-on contracting prohibition, which is located at https://www.dgs.ca.gov/Resources/ManagementMemos</p> <p>Bidder must sign below and attach a detailed disclosure.</p>
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The Bidder's Authorized Representative or Corporate Officer:	
Bidder/Firm Name:	
Printed Name of Authorized Representative:	
Title/Role:	
Signature:	
Date:	

ATTACHMENT 4: COVER LETTER FORM

1. Cover Letter Form

The Bidder must complete and submit this form with its proposal.

COVER LETTER REQUIREMENTS	BIDDER AGREES YES/NO
The Bidder agrees this proposal is an irrevocable offer per SECTION 2.4.9. IRREVOCABLE OFFER	<input type="checkbox"/> Yes <input type="checkbox"/> No
The Bidder agrees to the terms and conditions of this solicitation, including all exhibits and attachments thereto, and accepts responsibility as the prime contractor if awarded the contract resulting from this solicitation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The Bidder agrees to having available staff with the appropriate skills to complete the contract for all services as described in this solicitation and SOW.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>The Bidder has completed and submitted the eVAQ application and has been deemed approved by OSTP. The Bidder hereby certifies that all information submitted in the eVAQ is true, correct, and complete as of the date of submission, and that such information is incorporated herein by reference and made a part of this bid.</p> <p>Bidder shall provide OSTP approved eVAQ number:</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
This form is signed by an individual who is authorized to bind the bidding firm contractually. The individual's name must also be typed, and include the title or position that the individual holds in the firm. An unsigned bid may be rejected.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The Bidder must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. Refer to General Provision Section 22 for the GenAI Disclosure Obligations.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Bidder's Information:	
Bidding Firm's Legal Name:	
Bidding Firm's Address:	
Printed Name of Authorized Representative:	
Title/Role:	
Phone Number:	
Email:	
Signature:	
Date:	

ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS

The Bidder must complete and submit this form by indicating agreement to each of the administrative requirements in the table below as described in [SECTION 3.2. ADMINISTRATIVE REQUIREMENTS](#). By indicating “Yes,” the Bidder affirms that it understands the requirement and agrees to comply with the requirement. Answering “No” to any of the mandatory administrative requirements in the proposal will deem the Bidder non-responsive and may be the basis for rejecting the Bidder’s proposal.

RFP 2026-001 - SECTION 3.2. ADMINISTRATIVE REQUIREMENTS	Bidder Agrees Yes / No
SECTION 3.1. PREQUALIFICATION REQUIREMENTS	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.2.1. COVER LETTER (M)	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.2.3. CONFIDENTIALITY STATEMENT (M)	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.2.4. ABILITY TO PERFORM	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.2.5. PRIMARY BIDDER	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.2.6. SUBCONTRACTORS	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.2.7. AMENDMENT	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.2.8. FINANCIAL RESPONSIBILITY INFORMATION	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.2.9. GENERAL PROVISIONS	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.2.10. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) DISCLOSURE NOTIFICATION	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.2.11. STATEMENT OF WORK (M)	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.2.11.1. INSURANCE COVERAGE	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.2.12. PRODUCTIVE USE REQUIREMENTS	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.2.13. SOCIOECONOMIC PROGRAMS	<input type="checkbox"/> Yes <input type="checkbox"/> No

ATTACHMENT 6: CONFIDENTIALITY STATEMENT

The Bidder must complete and submit this form with its proposal.

As an authorized representative or corporate officer of the company name below, I have the authority to bind the company contractually, and I agree that all persons employed by this company will adhere to the following policy:

All information belonging to the California Department of Technology (CDT) or its affiliated agencies is considered sensitive and confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all project information including (but not limited to) information concerning the planning, processes, development or procedures of the project, and all communication with CDT or its affiliates related to any procurement process, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless CDT has on file a Confidentiality Statement signed by the other person(s), and the disclosure is authorized and necessary for the project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the project relating to the confidentiality of project information.

I fully understand that any unauthorized disclosure I make may be basis for civil and/or criminal penalties. I agree to advise the Procurement Officer immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

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

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by the Procurement Officer. If the materials are destroyed and not returned, a letter attesting to their complete destruction, which documents the destruction procedures, must be sent to the Procurement Officer before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the Contract period or the final payment, as determined by the contracting Agency/state entity.

In addition to all the confidentiality requirements set forth in the General Provisions, upon Contract award, Bidder to submit a signed confidentiality statement from all personnel, agents, and subcontractors

assigned to the awarded Contract.

The Bidder's Authorized Representative or Corporate Officer	
Bidder/Firm Name:	
Printed Name of Authorized Representative:	
Title/Role:	
Phone Number:	
Email:	
Signature:	
Date:	

ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105

In accordance with [SECTION 3.2.6.1. BIDDER DECLARATION FORM \(M\)](#), the Bidder must complete and submit with its proposal the Bidder Declaration GSPD-05-105 form.

The form and its instructions are available as a fill and print PDF at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

ATTACHMENT 8: WORKERS' COMPENSATION CERTIFICATION

The Bidder must complete and submit this form with its proposal.

The undersigned in submitting this document hereby certifies the following:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Contract.

The Bidder's Authorized Representative or Corporate Officer	
Bidder/Firm Name:	
Printed Name of Authorized Representative:	
Title/Role:	
Signature:	
Date:	

ATTACHMENT 9: BIDDING PREFERENCES AND INCENTIVES

THE BIDDER MUST COMPLETE ALL SECTIONS BELOW AND SUBMIT WITH ITS PROPOSAL.

1. SMALL BUSINESS PREFERENCE:

Bidder must check the appropriate box from the choices below

SMALL BUSINESS PREFERENCE	
<input type="checkbox"/>	I am a DGS certified Small Business and claim the Small Business Preference. My DGS Small Business certification number is:
<input type="checkbox"/>	I have recently filed for DGS Small Business Preference but have not yet received certification, but I am claiming the Small Business Preference.
<input type="checkbox"/>	I am not a DGS certified Small Business, but 25% or more of the revenue from the award will go to DGS certified Small Business subcontractors performing a Commercially Useful Function and therefore I am claiming the preference. <i>Bidder must complete and submit ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105, indicating the percentage of the revenue that will be received by each DGS certified Small Business subcontractor. The form can also be found at the following link:</i> https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf
<input type="checkbox"/>	I am not claiming the DGS Small Business Preference.

2. DVBE INCENTIVE:

Bidder must check the appropriate box from the choices below

DVBE INCENTIVE:	
<input type="checkbox"/>	I am a DGS certified DVBE. A copy of my STD. 843 form is attached. https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf
<input type="checkbox"/>	I have recently filed for DGS DVBE certification, but have not yet received certification.

DVBE INCENTIVE:

- ☐ I am not a DGS certified DVBE, but a percentage of the net bid price will go to a DGS certified DVBE subcontractor(s) performing a Commercially Useful Function and therefore, I am claiming the DVBE Incentive.
- Bidder must complete and submit a [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#), indicating the percentage of the net bid price that will be received by each DGS certified DVBE subcontractor. The Bidder must also complete and submit an [ATTACHMENT 10: DVBE DECLARATIONS](#), for each DVBE subcontractor, signed by the DVBE owner/manager. The forms can be found at the following links:
- <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>
- https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf
- ☐ I am not claiming the DVBE incentive.

3. ADDITIONAL BIDDING PREFERENCES:

The Bidder shall check the appropriate box from the choices below.

ADDITIONAL BIDDING PREFERENCES:

- ☐ I am not claiming the TACPA preference.
- ☐ I am claiming the TACPA bidding preference.
- Bidder must submit [ATTACHMENT 12: TACPA PREFERENCE REQUEST FORMS](#). The forms can be found on the following link:*
- <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa>

Name of Bidder: _____

ADDITIONAL BIDDING PREFERENCES:

Signature and Date: _____

ATTACHMENT 10: DVBE DECLARATIONS

In accordance with [SECTION 3.2.13.2. DISABLED VETERAN BUSINESS ENTERPRISE \(DVBE\) PROGRAM](#), DVBE program participation is not required, the Bidder must complete and submit with its proposal the STD. 843, Disabled Veteran Business Enterprise Declarations form to claim DVBE incentive.

The form and its instructions are available as a fill and print PDF at: https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

ATTACHMENT 11: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION

The Bidder must complete and submit this form with its proposal.

Bidder name
Subcontractor Name (submit one form for each SB/DVBE (prime and/or subcontractor(s)))

Mark all that apply: ☐ DVBE ☐ Small Business ☐ Micro Business ☐ N/A

All certified small business (SB), micro business (MB), and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

Answer questions 1-5 below, as they apply to your company for the goods and/or services being acquired in this solicitation. A California certified SB, MB, or DVBE business must be deemed to perform a Commercially Useful Function (CUF) by meeting **ALL** of the following CUF requirements for Contract award consideration.

CUF Requirements			
1.	Is responsible for the execution of a distinct element of the resulting Contract.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Carries out its obligation by actually performing, managing, or supervising the work involved.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Performs work that is normal for its business services and functions.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	Is responsible, with respect to products, inventories, materials, and supplies required for the Contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment. If this is a SERVICE with NO goods involved, check N/A and go to #5.	Yes <input type="checkbox"/>	No <input type="checkbox"/> or N/A <input type="checkbox"/>
5.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If the answer to any of the five (5) questions is "NO" (except for #4 when marked with "N/A"), may result in

your proposal being deemed non-responsive.

The Bidder must provide a written statement below detailing the role, services and goods the subcontractor(s) will provide to meet the commercially useful function requirement. If the Bidder is not claiming a SB or DVBE, indicate "Not claiming a preference" in the box below.

Written Statement or Statement of No Claim

At the State's option prior to award, the Bidder may be required to submit additional written clarifying information.

By signing this form, the undersigned Bidder certifies that the Certified Small Business or DVBE satisfies the Commercially Useful Function requirement, and will provide the role, services, and/or goods stated above.

The Bidder's Authorized Representative or Corporate Officer	
Printed Name of Authorized Representative:	
Title/Role:	
Signature:	
Date:	

ATTACHMENT 12: TACPA PREFERENCE REQUEST FORMS

In accordance with [SECTION 3.2.13.6. TARGET AREA CONTRACT PREFERENCE ACT \(TACPA\) \(O\)](#), the Bidder must complete and submit with its proposal the required applications/forms.

The required applications/forms are as follows:

- TACPA (Std. 830)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526).

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa>

ATTACHMENT 13: BIDDER QUALIFICATIONS FORM - INSTRUCTIONS

The Bidder must complete [ATTACHMENT 14: BIDDER QUALIFICATIONS FORM](#) with the qualifying project information being used to meet the mandatory qualifications (and if applicable, desirable qualifications) as required for this project. A separate [ATTACHMENT 14: BIDDER QUALIFICATIONS FORM](#) must be completed for each project used to meet the mandatory qualifications.

[ATTACHMENT 14: BIDDER QUALIFICATIONS FORM](#) will be used by DCC to evaluate Bidder's qualifications. The Bidder must specify the required experience in the pertinent row for each requirement in [ATTACHMENT 14: BIDDER QUALIFICATIONS FORM](#). Use additional forms as needed to complete each response. Any conflicting information may result in the proposal being deemed non-responsive.

For the purposes and context of the Bidder qualifications forms and reference forms only, the term "Project" is defined as an individual effort or contract where the Bidder was the Prime Contractor on the cited contract.

Box 1, Bidder: Provide the company name of the Bidder submitting the proposal.

Box 2, Project Name: Provide the name of the qualifying project used to meet the required experience.

Box 3, Name of Company for whom the project was completed: Identify the company or government agency for whom the project was completed.

Box 4, Contact name and information of the Bidder's reference: Identify the contact information from whom the project was completed. Enter the name, title, e-mail address, and phone number for the reference contact for the project. By submitting a proposal, the Bidder declares that the reference person identified is/was employed by the company identified in Box 3. This reference must be the same person identified in the [ATTACHMENT 15: BIDDER REFERENCE FORM](#). This person must have been:

- From the end user of the project.
- In a management, supervisory or Product Owner role for the project.
- Not from another contractor or contracting company.
- Not be an employee of the bidding company.
- Not be a DCC evaluation member as a reference for conflict of interest. Contact procurement officer, as listed in [SECTION 2.2.1. PROCUREMENT OFFICERS](#), for any DCC references.

Boxes 5 and 6, Start Date and End Date: Provide the start and end date that the Bidder worked on the cited project using MM/DD/YYYY format.

- All experience must have occurred within the last eight years prior to the solicitation due date,

unless stated otherwise.

- For projects that are currently ongoing, experience will be calculated only for the work performed up to the solicitation due date.

Box 7, Project Description: Provide a brief description of the nature of the Bidder's cited project.

Box 8, Bidder was Prime Contractor: Check the appropriate response, "Yes" or "No". If the "No" box is checked, time spent on that project will not count towards Bidder experience.

Box 9, Contract Amount: Provide the dollar amount of the contract value in US dollars.

Box 10, Instructions for documenting the years of experience gained from the project cited.

Note: It is the Bidder's responsibility to ensure that each mandatory experience requirement is met in full and is addressed in the Bidder qualification forms in order for the State to determine compliance to the requirements. If the State cannot determine that the years of experience for each of the mandatory experience requirements have been met, Bidder's proposal may be deemed non-responsive.

1. **Bidder References:** A reference that was in a management, supervisory or Product Owner role for an external organization (external to the Bidder's organization and corporate structure) for whom the project was completed.
2. **Client:** Defined the same as customer.
3. **Government Agency:** City, county, state or federal.

ATTACHMENT 14: BIDDER QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

BIDDER QUALIFICATION FORM		
1	Bidder:	
2	Project Name:	
3	Name of Company for whom the Project was completed:	
4	Contact Name and Information of the Bidder's Reference:	
5	Start Date (MM/DD/YYYY):	
6	End Date (MM/DD/YYYY):	
7	Project Description:	
8	Bidder was Prime Contractor	<input type="checkbox"/> Yes <input type="checkbox"/> No
9	Total Primary Contract Amount:	\$
10	<p>Documenting instructions when a minimum number of years of experience is required. For each mandatory experience listed below,</p> <ul style="list-style-type: none"> • Check "Yes" if the total years of experience was met on this referenced project; or • Check "Partial" if fewer than the total years of the experience was met on this referenced project; or • Check "No" if none of the experience was met on this referenced project. <p>If "Partial" or "Yes" is checked, enter the years and/or months of "Experience gained on this referenced project" and describe the Bidder's role and responsibilities performed on the project in the "Description of services provided" field. The Bidder must ensure that each description clearly addresses how the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.</p>	

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
11	Mandatory (M)	<p>Bidder's firm shall have completed implementation* of the proposed solution** for a government (city/county/state/federal) agency, and the total base contract value was a minimum of \$3,000,000.</p> <p>*A completed implementation is a solution that has received system acceptance from the customer and is in a production environment.</p> <p>** Proposed solution is the solution the Bidders is proposing on this proposal.</p>	One Implementation must be within the last eight years prior to the solicitation due date.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Provide a description of the work performed on the cited project and how it meets this qualification requirement:</p>				

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
12	Mandatory (M)	<p>Bidder's firm shall have provided one year of ongoing maintenance and operations support from a completed implementation* of the proposed solution** for this project.</p> <p>*A completed implementation is a</p>	<p>1 Year(s)</p> <p>within the last five years from the release of this</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
		<p>solution that has received system acceptance from the customer and is in a production environment.</p> <p>**Proposed solution is the solution the Bidders is proposing on this proposal.</p>	solicitation.	
	<p>Provide a description of the work performed on the cited project and how it meets this requirement:</p>			

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
13	Desirable Scored (DS)	<p>Points will be awarded if the Bidder has completed implementation of a Cannabis Licensing and Compliance software solution for a government (city/county/state/federal) agency.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • One project for a government agency = 15 points • Two projects for a government agency = 25 points • Three or more projects for a government agency = 45 points. <p>Not to exceed 45 points.</p>	One - three, projects	<input type="checkbox"/> Yes Yr. ____ Mo.____ <input type="checkbox"/> Partial Yr. ____ Mo.____ <input type="checkbox"/> No

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
		A completed implementation is a solution that has received system acceptance from the customer and is in a production environment.		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

ATTACHMENT 15: BIDDER REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the Bidder's references, the State will use the ratings to score the Bidders.

Instructions to Bidder: Complete Part A, items 1-8 of this form, attach the corresponding [ATTACHMENT 14: BIDDER QUALIFICATIONS FORM](#) and send to references to complete Part B, items 10-19. Once this form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Reference Form for each corresponding project cited on ATTACHMENT 17: BIDDER QUALIFICATIONS FORM .

Instructions to the Bidder's Reference: Complete Part B, items 10-19 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Bidder who performed the services described in item 8, Project Description & Bidder's role on the project, and confirm that the information in Part A is consistent and corresponds with [ATTACHMENT 14: BIDDER QUALIFICATIONS FORM](#) attached. Complete the bottom of this form and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Project Name:	
3	Name of Company for whom the Project was completed:	
4	Contact Name and Information of the Bidder's Reference:	
5	The Bidder was the Prime Contractor for this Project:	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Bidder's Start and End Dates on the Project:	
7	Contract Amount:	\$
8	Project Description & Bidder's role on the project:	

PART B: TO BE COMPLETED BY BIDDER'S REFERENCE					
9	<p><u>Reference Satisfaction Rating:</u></p> <p>Using the following scale to rate the Bidder's overall performance on the services provided:</p> <p>0 = Unsatisfactory, 3 = Marginal, 5 = Satisfactory, 8 = Exceeds Expectations</p> <p>Circle only one number for each question (10-19) below.</p>	<p>Reference Ratings</p> <p>(Total possible rating score=80)</p>			
10	How would you rate the Bidder's ability to perform system implementation activities?	0	3	5	8
11	How would you rate the Bidder's ability to meet project milestones and/or timelines?	0	3	5	8
12	How would you rate the quality of the Bidder's deliverables?	0	3	5	8
13	How would you rate the Bidder's effectiveness at managing project resources?	0	3	5	8
14	How would you rate the Bidder's effectiveness at providing skilled personnel timely when needed throughout the term of the contract?	0	3	5	8
15	How would you rate the quality of work and professionalism of the Bidder's personnel?	0	3	5	8
16	How would you rate the Bidder's effectiveness at providing quality and timely responses to customer questions, concerns, and issues?	0	3	5	8
17	How would you rate the effectiveness of the Bidder's change management (e.g., scope, requirements, etc.) process?	0	3	5	8
18	How would you rate the Bidder's willingness and ability to accommodate your organization's working style and constraints?	0	3	5	8
19	How would you rate the Bidder's overall performance?	0	3	5	8

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and [ATTACHMENT 15: BIDDER REFERENCE FORM](#) and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management, Product Owner or supervisory role on the cited project.

TO BE COMPLETED BY BIDDER'S REFERENCE	
Signature:	
Printed Name:	
Date:	
Title or role on the project:	
Email:	
Phone:	

ATTACHMENT 16: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS

The Bidder must complete and submit each Key Staff Qualification Form with the qualifying project information being used to meet the mandatory qualifications (and if applicable, desirable qualifications) as required for this project. A separate Key Staff Qualification Form must be completed for each project used to meet the mandatory qualifications.

The Key Staff Qualification Form will be used by the State to evaluate Key Staff qualifications. The Bidder must specify the required experience in the pertinent row for each requirement in the Key Staff Qualification Forms. Use additional forms as needed to complete each response. Any conflicting information may result in the proposal being deemed non-responsive.

"Project" is defined as an individual effort or contract where the key staff played a role on the cited contract.

Box 1, Bidder: Provide the company name of the Bidder submitting the proposal.

Box 2, Key Staff Name: Provide the name of the Bidder's proposed key staff.

Box 3, Project Name: Provide the name of the qualifying project in which the proposed staff gained experience to meet the requirement(s).

Box 4, Name of Company for whom the Project was completed: Provide the company or government agency for whom the project was completed.

Box 5, Contact Name and Information of the Key Staff's Reference: Provide the contact information from whom the project was completed. Enter the name, title, e-mail address and phone number for the reference contact for the project. By submitting a proposal, the Bidder declares that the reference person identified is/was employed by the company identified in Box 4. The reference must be the same person identified in the Key Staff Reference Form. This person must have been:

- From the end user of the project.
- In a management or supervisory or Product Owner role for the project.
- Not from another contractor or contracting company.
- Not be an employee of the bidding company.
- Not be a DCC evaluation member as a reference for conflict of interest. Contact the Procurement Officer, as listed in [SECTION 2.2.1. PROCUREMENT OFFICERS](#), for any DCC references.

Boxes 6 and 7, Staff Start Date and End Date: Provide the start and end dates the key staff worked on the cited project using MM/DD/YYYY format.

- All experience must have occurred within the last eight years prior to the solicitation due date, unless stated otherwise.
- For projects that are currently ongoing, experience will be calculated only for the work performed up to the solicitation due date.

Box 8, Full-time/Part-time: Check the appropriate box for time proposed staff worked on the cited project. Refer to [SECTION 3.3.3.1. FULL-TIME/PART-TIME MONTH EQUIVALENTS DEFINITION](#) for additional details on calculating experience.

Box 9, Project Description: Provide a brief description of the nature of the proposed staff's cited project.

Box 10, Contract Amount: Provide the dollar amount of the contract value in US dollars.

Box 11, Instructions for documenting the years of experience gained from the project cited.

Note: It is the Bidder's responsibility to ensure that each mandatory experience requirement is met in full and is addressed in the Key Staff qualification forms in order for the State to determine compliance to the requirements. If the State cannot determine that the years of experience for each of the mandatory experience requirements have been met, Bidder's proposal may be deemed non-responsive.

1. **Key Staff References:** A reference that was in a management, supervisory, or Product Owner role for an external organization (external to the Bidder's organization and corporate structure) for whom the project was completed.
2. **Client:** Defined the same as customer.
3. **Complex IT project:** A multi-segmented environment consisting of two or more disparate sites/ locations and/or production environments.
4. **Customer:** An external organization who receives and pays for goods or services.
5. **Large-scale:** Is defined as greater than 1000 users.
6. **Government Agency:** City, state, county or federal.
7. **Lead:** Professional who holds responsibility for guiding, coordinating, and overseeing the work of a team or functional area

ATTACHMENT 16.1: Project Manager - QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

KEY STAFF QUALIFICATIONS FORM		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of Proposed Staff's Reference:	
6	Staff Start Date (MM/DD/YYYY):	
7	Staff End Date (MM/DD/YYYY):	
8	Key Staff Work Schedule	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time
9	Project Description:	
10	Contract Amount:	\$
11	Documenting instructions when a minimum number of years of experience is required. For each mandatory experience listed below, <ul style="list-style-type: none"> • Check "Yes" if the total years of experience was met on this referenced project; or • Check "Partial" if fewer than the total years of experience was met on this referenced 	

KEY STAFF QUALIFICATIONS FORM	
	<p>project; or</p> <ul style="list-style-type: none"> • Check "No" if none of the experience was met on this referenced project. <p>If "Partial" or "Yes" is checked, enter the years and/or months of "Experience gained on this referenced project" and describe the Key Staff's role and responsibilities performed on the project in the "Description of services provided" field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.</p>

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
12	Mandatory (M)	<p>Bachelor degree in Business Administration, Information Technology, Project Management or Computer Science</p> <p>If the degree is not in English, it must be accompanied by an evaluation performed by a member of the National Association of Credential Evaluation Services (NACES).</p>	Attach Copy of Degree	N/A
	Attach Copy of Degree			
Require ment	Classification	Qualifications	Total Experience Required	Experience gained on

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
Number				this cited Project
13	Mandatory (M)	Four (4) years of experience as a Project Manager on a large-scale complex IT project for a government agency (City, State, County or Federal), managing the end-to-end design, development and implementation (DDI) of software solutions.	Four (4) Years	Yes <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yr.____ Mo.____
<p>Provide a detailed description of the work performed on the cited project and how the key staff met this qualification, including each of the following. Please be as detailed as possible and cover each part of the requirement:</p> <ul style="list-style-type: none"> • Project Manager on a large-scale complex IT project for a government agency • Managing the end-to-end design, development and implementation of software solutions. 				
Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
14	Mandatory (M)	Two (2) years Managing cross-functional project teams and ensuring alignment with organizational goals, budgets, and timelines.	Two (2) Years	Yes <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yr.____

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
				Mo. ____
	<p>Provide a detailed description of the work performed on the cited project and how the key staff met this qualification, including each of the following. Please be as detailed as possible and cover each part of the requirement:</p> <ul style="list-style-type: none"> • Managing cross-functional project teams • Ensuring alignment with organizational goals, budget and timelines 			
Require ment Numbe r	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
15	Mandatory (M)	Two (2) years developing, updating, and executing project management plans, and must have experience in managing all the following: scope, schedule, resource allocation, risk, and stakeholder communication.	Two (2) Years	Yes <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yr. ____ Mo. ____
	<p>Provide a detailed description of the work performed on the cited project and how the key staff met this qualification, including each of the following. Please be as detailed as possible and cover each part of the requirement:</p> <ul style="list-style-type: none"> • Developing, updating, and executing project management plans • Experience in managing all the following: scope, schedule, resource allocation, risk, and stakeholder communication 			
Require ment	Classification	Qualifications	Total Experience Required	Experience gained on

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
16	Mandatory (M)	Two (2) years applying standard project management methodologies and Agile, Scrum, or hybrid approaches using modern project management tools.	Two (2) Years	Yes <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yr.____ Mo.____
<p>Provide a detailed description of the work performed on the cited project and how the key staff met this qualification, including each of the following. Please be as detailed as possible and cover each part of the requirement:</p> <ul style="list-style-type: none"> • Applying standard project management methodologies • Applying Agile, Scrum, or hybrid approaches • Using modern project management tools 				

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
17	Mandatory (M)	Project Management Institution (PMI) Project Management Professional (PMP) certification.	Attach Certificate	N/A
Attach a copy of PMI PMP certificate.				

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
18	Desirable Scored (DS)	<p>One (1) to three (3) years of experience as the Project Manager implementing or maintaining Cannabis Licensing and Compliance system.</p> <p>. To receive DS points for this requirement, the following conditions must be met:</p> <ul style="list-style-type: none"> The Cannabis Licensing and Compliance system must have been for a government agency (City, State, County or Federal). <p>Two (2) points per year up to three (3) years of satisfactory Project Manager experience</p> <p>(2 pts. X 3 years = 6 maximum points possible.</p>	1-3 Years	<input type="checkbox"/> Yes Yr. ____ Mo. ____ <input type="checkbox"/> Partial Yr. ____ Mo. ____ <input type="checkbox"/> No
<p>Provide a description of the work performed on the cited project and how it meets this requirement:</p>				

ATTACHMENT 16.2: Project Manager - REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will use the ratings to score the Key Staff.

Instructions to Bidder: Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-13. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

Instructions to the Key Staff's Reference: Complete Part B, items 10-13 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of the Key Staff's Reference:	
6	Key Staff's Start and End Dates on the Project:	
7	Contract Amount: \$	\$
8	Project Description & Key Staff's role on the project:	

PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE					
9	<p><u>Reference Satisfaction Rating:</u></p> <p>Using the following scale to rate the Key Staff's overall performance on the services provided:</p> <p>0 = Unsatisfactory, 3 = Marginal, 5 = Satisfactory, 8 = Exceeds Expectations</p> <p>Circle only one number for each question (10-13) below.</p>	<p>Reference Ratings</p> <p>(Total possible rating score = 32)</p>			
10	How would you rate the individual's overall performance?	0	3	5	8
11	How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders?	0	3	5	8
12	How would you rate the individual's effectiveness in dealing with conflicting priorities?	0	3	5	8
13	How would you rate the individual's effectiveness in the role they were in for the cited project?	0	3	5	8

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management, supervisory, or Product Owner role on the cited project.

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Signature:	
Printed Name:	
Date:	
Title or role on the project:	
Email:	

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Phone:	

ATTACHMENT 16.3: Scrum Master - QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

KEY STAFF QUALIFICATIONS FORM		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of Proposed Staff's Reference:	
6	Staff Start Date (MM/DD/YYYY):	
7	Staff End Date (MM/DD/YYYY):	
8	Key Staff Work Schedule	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time
9	Project Description:	
10	Contract Amount:	\$
11	Documenting instructions when a minimum number of years of experience is required. For each mandatory experience listed below, <ul style="list-style-type: none"> • Check "Yes" if the total years of experience was met on this referenced project; or • Check "Partial" if fewer than the total years of experience was met on this referenced 	

KEY STAFF QUALIFICATIONS FORM	
	<p>project; or</p> <ul style="list-style-type: none"> • Check “No” if none of the experience was met on this referenced project. <p>If "Partial" or "Yes" is checked, enter the years and/or months of “Experience gained on this referenced project” and describe the Key Staff's role and responsibilities performed on the project in the “Description of services provided” field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.</p>

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
12	Mandatory (M)	<p>Bachelor degree in Business Administration, Information Technology, Project Management or Computer Science.</p> <p>If the degree is not in English, it must be accompanied by an evaluation performed by a member of the National Association of Credential Evaluation Services (NACES).</p>	Attach Copy of Degree	N/A
	Attach Copy of Degree			

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
13	Mandatory (M)	Four (4) years of experience as a Scrum Master on a large-scale complex IT project facilitating Agile ceremonies, daily stand-ups, sprint planning, reviews, and retrospectives.	4 years	<input type="checkbox"/> Yes Yr. ____ Mo. ____ <input type="checkbox"/> Partial Yr. ____ Mo. ____ <input type="checkbox"/> No
<p>Provide a detailed description of the work performed on the cited project and how the key staff met this qualification, including each of the following. Please be as detailed as possible and cover each part of the requirement:</p> <ul style="list-style-type: none"> • Scrum Master on a large-scale complex IT • Facilitating Agile ceremonies, daily stand-ups, sprint planning, reviews, and retrospectives. 				
Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
14	Mandatory (M)	Two (2) years of experience maintaining sprint velocity, goals, and ensuring a collaborative, self-organizing environment.	Two (2) years	<input type="checkbox"/> Yes Yr. ____ Mo. ____ <input type="checkbox"/> Partial Yr. ____ Mo. ____

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
				<input type="checkbox"/> No
	<p>Provide a detailed description of the work performed on the cited project and how the key staff met this qualification, including each of the following. Please be as detailed as possible and cover each part of the requirement:</p> <ul style="list-style-type: none"> • Experience maintaining sprint velocity, goals, and ensuring a collaborative, self-organizing environment. 			
Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
15	Mandatory (M)	Two (2) years of experience partnering with Product Owners and must have experience in managing all the following: prioritize and refine backlogs, manage stakeholder expectations, and deliver increments.	Two (2) years	<input type="checkbox"/> Yes Yr. ____ Mo. ____ <input type="checkbox"/> Partial Yr. ____ Mo. ____ <input type="checkbox"/> No
	<p>Provide a detailed description of the work performed on the cited project and how the key staff met this qualification, including each of the following. Please be as detailed as possible and cover each part of the requirement:</p> <ul style="list-style-type: none"> • Experience experience partnering with Product Owners • Experience in managing all the following: prioritize and refine backlogs, manage stakeholder expectations, and deliver increments 			

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
16	Desirable Scored (DS)	<p>One (1) to three (3) years of experience as the Scrum Master implementing or maintaining a Cannabis Licensing and Compliance system.</p> <p>To receive DS points for this requirement, the following conditions must be met:</p> <ul style="list-style-type: none"> The Cannabis Licensing and Compliance system must have been for a government agency (City, County, State or Federal). <p>Two (2) points per year up to three (3) years of Scrum Master experience.</p> <p>(2 pts. X 3 years = 6 maximum points possible.</p>	1-3 Years	<input type="checkbox"/> Yes Yr. ____ Mo. ____ <input type="checkbox"/> Partial Yr. ____ Mo. ____ <input type="checkbox"/> No
<p>Provide a description of the work performed on the cited project and how it meets this requirement. Please be as detailed as possible and cover each part of the requirement:</p>				

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
17	Desirable Scored (DS)	Scrum Master Certificate Total Points: 10	Attach Certificate	Not Applicable

ATTACHMENT 16.4: Scrum Master - REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will use the ratings to score the Key Staff.

Instructions to Bidder: Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-13. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

Instructions to the Key Staff's Reference: Complete Part B, items 10-13 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of the Key Staff's Reference:	
6	Key Staff's Start and End Dates on the Project:	
7	Contract Amount: \$	\$
8	Project Description & Key Staff's role on the project:	

PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE										
9	<u>Reference Satisfaction Rating:</u> Using the following scale to rate the Key Staff's overall performance on the services provided: 0 = Unsatisfactory, 3 = Marginal, 5 = Satisfactory, 8 = Exceeds Expectations Circle only one number for each question (10-13) below.				Reference Ratings (Total possible rating score = 32)					
	10	How would you rate the individual's overall performance?					0	3	5	8
	11	How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders?					0	3	5	8
	12	How would you rate the individual's effectiveness in dealing with conflicting priorities?					0	3	5	8
13	How would you rate the individual's effectiveness in the role they were in for the cited project?			0	3	5	8			

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management, supervisory, or Product Owner role on the cited project.

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Signature:	
Printed Name:	
Date:	
Title or role on the project:	
Email:	

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Phone:	

ATTACHMENT 16.5: Business Analyst Lead - QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

KEY STAFF QUALIFICATIONS FORM		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of Proposed Staff's Reference:	
6	Staff Start Date (MM/DD/YYYY):	
7	Staff End Date (MM/DD/YYYY):	
8	Key Staff Work Schedule	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time
9	Project Description:	
10	Contract Amount:	\$
11	Documenting instructions when a minimum number of years of experience is required. For each mandatory experience listed below,	

KEY STAFF QUALIFICATIONS FORM	
	<ul style="list-style-type: none"> • Check "Yes" if the total years of experience was met on this referenced project; or • Check "Partial" if fewer than the total years of experience was met on this referenced project; or • Check "No" if none of the experience was met on this referenced project. <p>If "Partial" or "Yes" is checked, enter the years and/or months of "Experience gained on this referenced project" and describe the Key Staff's role and responsibilities performed on the project in the "Description of services provided" field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.</p>

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
12	Mandatory (M)	<p>Bachelor's degree in Business Administration, Information Technology Systems, Project Management or Computer Science.</p> <p>If the degree is not in English, it must be accompanied by an evaluation performed by a member of the National Association of Credential Evaluation Services (NACES).</p>	Attach Copy of Degree	N/A
	Attach Copy of Degree			

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
13	Mandatory (M)	Four (4) years of experience as a Business Analyst on a large-scale complex IT project and experience must be in a regulatory, licensing, and compliance system.	Four (4) years	<input type="checkbox"/> Yes Yr. ____ Mo. ____ <input type="checkbox"/> Partial Yr. ____ Mo. ____ <input type="checkbox"/> No
<p>Provide a detailed description of the work performed on the cited project and how the key staff met this qualification, including each of the following. Please be as detailed as possible and cover each part of the requirement:</p> <ul style="list-style-type: none"> • Business Analyst on a large-scale complex IT project • Experience must be in a regulatory, licensing, and compliance system. 				
Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
14	Mandatory (M)	Two (2) years overseeing a team of business analysts and coordinating with cross-functional teams to ensure consistency and quality of analysis deliverables (e.g., business process models, user stories, use cases).	Two (2) years	<input type="checkbox"/> Yes Yr. ____ Mo. ____ <input type="checkbox"/> Partial Yr. ____ Mo. ____ <input type="checkbox"/> No

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
		<p>Provide a detailed description of the work performed on the cited project and how the key staff met this qualification, including each of the following. Please be as detailed as possible and cover each part of the requirement:</p> <ul style="list-style-type: none"> • Overseeing a team of business analysts • Coordinating with cross-functional teams to ensure consistency and quality of analysis deliverables 		
Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
15	Mandatory (M)	Two (2) years leading business analysis efforts across the full project lifecycle and must have experience in all of the following, requirements analysis, user story development, documentation, validation, and traceability.	Two (2) years	<input type="checkbox"/> Yes Yr. ____ Mo. ____ <input type="checkbox"/> Partial Yr. ____ Mo. ____ <input type="checkbox"/> No
		<p>Provide a detailed description of the work performed on the cited project and how the key staff met this qualification, including each of the following. Please be as detailed as possible and cover each part of the requirement:</p> <ul style="list-style-type: none"> • Leading business analysis efforts across the full project lifecycle • Experience with requirements analysis, user story development, documentation, validation, and traceability. 		

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
16	Desirable Scored (DS)	<p>One (1) to three (3) years of experience as the Lead Business Analyst implementing or maintaining a Cannabis Licensing and Compliance system.</p> <p>Two (2) points per year up to three (3) years of experience.</p> <p>(2) pts. X 3 years = 6 maximum points possible.</p>	1-3 Years	<input type="checkbox"/> Yes Yr. ____ Mo. ____ <input type="checkbox"/> Partial Yr. ____ Mo. ____ <input type="checkbox"/> No
<p>Provide a description of the work performed on the cited project and how it meets this requirement. Please be as detailed as possible and cover each part of the requirement:</p>				

ATTACHMENT 16.6: Business Analyst Lead - REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will use the ratings to score the Key Staff.

Instructions to Bidder: Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-13. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

Instructions to the Key Staff's Reference: Complete Part B, items 10-13 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of the Key Staff's Reference:	
6	Key Staff's Start and End Dates on the Project:	
7	Contract Amount: \$	\$
8	Project Description & Key Staff's role on the project:	

PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE					
9	<p><u>Reference Satisfaction Rating:</u></p> <p>Using the following scale to rate the Key Staff's overall performance on the services provided:</p> <p>0 = Unsatisfactory, 3 = Marginal, 5 = Satisfactory, 8 = Exceeds Expectations</p> <p>Circle only one number for each question (10-13) below.</p>	<p>Reference Ratings</p> <p>(Total possible rating score = 32)</p>			
10	How would you rate the individual's overall performance?	0	3	5	8
11	How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders?	0	3	5	8
12	How would you rate the individual's effectiveness in dealing with conflicting priorities?	0	3	5	8
13	How would you rate the individual's effectiveness in the role they were in for the cited project?	0	3	5	8

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management, Product Owner or supervisory role on the cited project.

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Signature:	
Printed Name:	
Date:	
Title or role on the project:	
Email:	

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Phone:	

ATTACHMENT 16.7: Configuration Lead - QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

KEY STAFF QUALIFICATIONS FORM		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of Proposed Staff's Reference:	
6	Staff Start Date (MM/DD/YYYY):	
7	Staff End Date (MM/DD/YYYY):	
8	Key Staff Work Schedule	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time
9	Project Description:	
10	Contract Amount:	\$
11	Documenting instructions when a minimum number of years of experience is required. For each mandatory experience listed below,	

KEY STAFF QUALIFICATIONS FORM	
	<ul style="list-style-type: none"> • Check "Yes" if the total years of experience was met on this referenced project; or • Check "Partial" if fewer than the total years of experience was met on this referenced project; or • Check "No" if none of the experience was met on this referenced project. <p>If "Partial" or "Yes" is checked, enter the years and/or months of "Experience gained on this referenced project" and describe the Key Staff's role and responsibilities performed on the project in the "Description of services provided" field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.</p>

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
12	Mandatory (M)	<p>Bachelor's degree in Information Technology, Computer Science, Information Systems Management, or Engineering.</p> <p>If the degree is not in English, it must be accompanied by an evaluation performed by a member of the National Association of Credential Evaluation Services (NACES).</p>	Attach Copy of Degree	N/A
	Attach Copy of Degree			

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
13	Mandatory (M)	Four (4) years of experience as a Configuration Lead in a large-scale complex IT project and must have experience in managing all the following: coordinating cross functional teams (e.g. development, QA, or security, operations) to promote, deploy, and validate configuration changes across multiple environments (e.g. dev, test, staging, or prod).	Four (4) years	<input type="checkbox"/> Yes Yr. ____ Mo. ____ <input type="checkbox"/> Partial Yr. ____ Mo. ____ <input type="checkbox"/> No
<p>Provide a detailed description of the work performed on the cited project and how the key staff met this qualification, including each of the following. Please be as detailed as possible and cover each part of the requirement:</p> <ul style="list-style-type: none"> • Experience as a Configuration Lead in a large-scale complex IT project • Experience in managing all the following: coordinating cross-functional teams (e.g. development, QA, or security, operations) to promote, deploy, and validate configuration changes across multiple environments (e.g. dev, test, staging, or prod) 				
Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
14	Mandatory (M)	Two (2) years of experience in managing all the following: establishing and governing configuration management processes, defining standards, policies, and baselines for code, infrastructure, and environment	Two (2)years	<input type="checkbox"/> Yes Yr. ____ Mo. ____ <input type="checkbox"/> Partial Yr. ____ Mo. ____

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
		configurations.		<input type="checkbox"/> No
<p>Provide a detailed description of the work performed on the cited project and how the key staff met this qualification, including each of the following. Please be as detailed as possible and cover each part of the requirement:</p> <ul style="list-style-type: none"> • Experience in managing all the following: establishing and governing configuration management processes, defining standards, policies, and baselines for code, infrastructure, and environment configurations 				
Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
15	Mandatory (M)	Two (2) years of experience in managing all the following: leading continuous improvement by analyzing configuration incidents, root causes, and metrics to streamline releases and reduce defects	Two (2) years	<input type="checkbox"/> Yes Yr. ____ Mo. ____ <input type="checkbox"/> Partial Yr. ____ Mo. ____ <input type="checkbox"/> No
<p>Provide a detailed description of the work performed on the cited project and how the key staff met this qualification, including each of the following. Please be as detailed as possible and cover each part of the requirement:</p> <ul style="list-style-type: none"> • Experience in leading continuous improvement by analyzing configuration incidents, 				

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
	root causes, and metrics to streamline releases and reduce defects			

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
16	Desirable Scored (DS)	<p>One (1) to three (3) years of experience as the Senior Configuration Lead implementing or maintaining a Cannabis Licensing and Compliance system.</p> <p>Two (2) points per year up to three (3) years of experience.</p> <p>(2 pts. X 3 years = 6 maximum points possible.</p>	1-3 Years	<input type="checkbox"/> Yes Yr. ____ Mo. ____ <input type="checkbox"/> Partial Yr. ____ Mo. ____ <input type="checkbox"/> No
	Provide a description of the work performed on the cited project and how it meets this requirement. Please be as detailed as possible and cover each part of the requirement:			

ATTACHMENT 16.8: Configuration Lead - REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will use the ratings to score the Key Staff.

Instructions to Bidder: Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-13. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

Instructions to the Key Staff's Reference: Complete Part B, items 10-13 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of the Key Staff's Reference:	
6	Key Staff's Start and End Dates on the Project:	
7	Contract Amount: \$	\$
8	Project Description & Key Staff's role on the project:	

PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE										
9	<u>Reference Satisfaction Rating:</u> Using the following scale to rate the Key Staff's overall performance on the services provided: 0 = Unsatisfactory, 3 = Marginal, 5 = Satisfactory, 8 = Exceeds Expectations Circle only one number for each question (10-13) below.				Reference Ratings (Total possible rating score = 32)					
	10	How would you rate the individual's overall performance?					0	3	5	8
	11	How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders?					0	3	5	8
	12	How would you rate the individual's effectiveness in dealing with conflicting priorities?					0	3	5	8
13	How would you rate the individual's effectiveness in the role they were in for the cited project?			0	3	5	8			

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Signature:	
Printed Name:	
Date:	
Title or role on the project:	
Email:	

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Phone:	

ATTACHMENT 16.9: Technical Architect Lead - QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

KEY STAFF QUALIFICATIONS FORM		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of Proposed Staff's Reference:	
6	Staff Start Date (MM/DD/YYYY):	
7	Staff End Date (MM/DD/YYYY):	
8	Key Staff Work Schedule	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time
9	Project Description:	
10	Contract Amount:	\$
11	Documenting instructions when a minimum number of years of experience is required.	

KEY STAFF QUALIFICATIONS FORM	
	<p>For each mandatory experience listed below,</p> <ul style="list-style-type: none"> • Check “Yes” if the total years of experience was met on this referenced project; or • Check “Partial” if fewer than the total years of experience was met on this referenced project; or • Check “No” if none of the experience was met on this referenced project. <p>If "Partial" or "Yes" is checked, enter the years and/or months of “Experience gained on this referenced project” and describe the Key Staff’s role and responsibilities performed on the project in the “Description of services provided” field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.</p>

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
12	Mandatory (M)	<p>Bachelor degree in Computer Science, Software Engineering, Information Systems Management, Computer Engineering, or Systems Engineering.</p> <p>If the degree is not in English, it must be accompanied by an evaluation performed by a member of the National Association of Credential Evaluation Services (NACES).</p>	Attach Copy of Degree	N/A
	Attach Copy of Degree			

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
13	Mandatory (M)	Four (4) years of experience as a Technical Architect Lead on a large complex IT project and must have experience in systems integration and data exchange between enterprise platforms and third-party applications.	Four (4) years	<input type="checkbox"/> Yes Yr. ____ Mo. ____ <input type="checkbox"/> Partial Yr. ____ Mo. ____ <input type="checkbox"/> No
<p>Provide a detailed description of the work performed on the cited project and how the key staff met this qualification, including each of the following. Please be as detailed as possible and cover each part of the requirement:</p> <ul style="list-style-type: none"> • Experience as a Technical Architect Lead on a large complex IT project • Experience in systems integration and data exchange between enterprise platforms and third-party applications. 				

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
14	Mandatory (M)	Two (2) years of experience in all of the following: leading data conversion and migration efforts, data mapping, transformation logic, data quality validation, and	Two (2) years	<input type="checkbox"/> Yes Yr. ____ Mo. ____

		secure transfer of data between legacy systems and modern platforms.		<input type="checkbox"/> Partial Yr. ____ Mo. ____ <input type="checkbox"/> No
	<p>Provide a detailed description of the work performed on the cited project and how the key staff met this qualification, including each of the following. Please be as detailed as possible and cover each part of the requirement:</p> <ul style="list-style-type: none"> • Experience leading data conversion and migration efforts • Including data mapping, transformation logic, data quality validation, and secure transfer of data between legacy systems and modern platforms. 			
Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
15	Mandatory (M)	Two (2) years of experience in developing and maintaining technical architecture designs and artifacts ensuring traceability, auditability, and compliance with frameworks such as ITIL, ISO 20000, or NIST.	Two (2) years	<input type="checkbox"/> Yes Yr. ____ Mo. ____ <input type="checkbox"/> Partial Yr. ____ Mo. ____ <input type="checkbox"/> No
	<p>Provide a detailed description of the work performed on the cited project and how the key staff met this qualification, including each of the following. Please be as detailed as possible and cover each part of the requirement:</p> <ul style="list-style-type: none"> • Experience in developing and maintaining technical architecture designs and artifacts • Ensuring traceability, auditability, and compliance with frameworks such as ITIL, ISO 20000, or NIST. 			

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
16	Mandatory (M)	Two (2) years of experience leading the design and implementation of application programming interfaces (APIs).	Two (2) years	<input type="checkbox"/> Yes Yr. ____ Mo. ____ <input type="checkbox"/> Partial Yr. ____ Mo. ____ <input type="checkbox"/> No
<p>Provide a detailed description of the work performed on the cited project and how the key staff met this qualification, including each of the following. Please be as detailed as possible and cover each part of the requirement:</p> <ul style="list-style-type: none"> • Experience leading the design and implementation of application programming interfaces (APIs). 				

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
17	Desirable Scored (DS)	<p>One (1) to three (3) years of experience as the Senior Technical Architect implementing or maintaining a Cannabis Licensing and Compliance system.</p> <p>Two (2) points per year up to three (3) years of Senior Technical Architect experience.</p>	1-3 Years	<input type="checkbox"/> Yes Yr. ____ Mo. ____ <input type="checkbox"/> Partial Yr. ____ Mo. ____ <input type="checkbox"/> No

Require ment Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
		(2 pts. X 3 years = 6 maximum points possible.		
	Provide a description of the work performed on the cited project and how it meets this requirement. Please be as detailed as possible and cover each part of the requirement:			

ATTACHMENT 16.10: Technical Architect Lead - REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will use the ratings to score the Key Staff.

Instructions to Bidder: Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-13. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

Instructions to the Key Staff's Reference: Complete Part B, items 10-13 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of the Key Staff's Reference:	
6	Key Staff's Start and End Dates on the Project:	
7	Contract Amount: \$	\$
8	Project Description & Key Staff's role on the project:	

PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE										
9	<u>Reference Satisfaction Rating:</u> Using the following scale to rate the Key Staff's overall performance on the services provided: 0 = Unsatisfactory, 3 = Marginal, 5 = Satisfactory, 8 = Exceeds Expectations Circle only one number for each question (10-13) below.				Reference Ratings (Total possible rating score = 32)					
	10	How would you rate the individual's overall performance?					0	3	5	8
	11	How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders?					0	3	5	8
	12	How would you rate the individual's effectiveness in dealing with conflicting priorities?					0	3	5	8
13	How would you rate the individual's effectiveness in the role they were in for the cited project?			0	3	5	8			

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management, Product Owner or supervisory role on the cited project.

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Signature:	
Printed Name:	
Date:	
Title or role on the project:	
Email:	

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Phone:	

ATTACHMENT 17: NARRATIVE RESPONSE

The Bidder must provide a brief narrative describing their understanding of and approach to the questions/topics below. In preparing a response to the Narrative, do not simply restate or paraphrase information in this solicitation and the SOW. Describe or demonstrate, in the Bidder's own words, the information required below.

The response descriptions and explanations should be straightforward, detailed, and precise. Responses will be evaluated as stated in [SECTION 6. EVALUATION](#).

Bidder may submit no more than two (2) pages of diagrams to support each narrative response. For example, if Project work #1 is a total of six (6) pages, no more than two (2) of the six (6) can be diagrams. The diagrams shall be visual representations of the narrative response and will be limited to no more than 100 words per page, which will include the diagram labels. One (1) page is defined as one (1) side of a physical sheet of letter size (8.5" x 11") paper regardless of single side or double-sided printing.

The Bidder's narrative response:

- Shall be delivered in PDF format, use a 11-point, Century font for normal text and use one inch margins
- Shall cover all aspects of services as defined in [SECTION 15. Contractor Tasks and Deliverable Requirements](#)
- Shall not exceed sixty (60) pages total. Pages must include page numbers. If Bidder submits more than the 60 page limit only the first 60 pages will be reviewed and evaluated.

Each Narrative Response must adhere to the instructions specified in [SECTION 3.4.3. NARRATIVE REQUIREMENTS \(MS\)](#) , contain the content as shown on this Attachment, and include the following:

1. Table of Contents (not included in page limit)
2. Separate headings to delineate sections (aligned with the Table of Contents)
3. Formatting to ensure greater ease of evaluation, by:
 - a. Use of bold headings and sub-headings to easily locate information
 - b. Use of sub-headings or bullets to address each requirement or element listed for each narrative
 - c. Use of tables for each project described to summarize relevant information
 - d. Use of tables to highlight other relevant content for the narrative sub-sections
 - e. Use of graphics to enhance readability of response
 - f. Avoid use of acronyms
 - g. Provide glossary at the end of each narrative if non-standard terminology is used

NARRATIVE PROPOSAL REQUIREMENTS (MS)

TYPE	REQUIREMENT	MAXIMUM POINTS AVAILABL E
MS	<p>Project Work:The Bidder's narrative proposal shall include:</p> <ol style="list-style-type: none"> 1. A detailed description of the bidder's methodology for executing all the tasks listed in the SOW (See SECTION 10. Contractor's Roles and Responsibilities SECTION 15. Contractor Tasks and Deliverable Requirements) 2. A detailed description of the incremental, phased approach to be used to implement the high-level business needs identified in the SOW (See SECTION 2. Description of Proposed New System, SECTION 7. Solution Requirements). 3. A detailed description of how the Bidder will integrate the software solution with existing systems (See SECTION 7.1. Integrations). 4. A detailed description of how the Bidder will align training with the incremental, phased delivery of system functionality (SECTION 29. Knowledge Transfer and Training). 5. A detailed description of how the Bidder will support production functionality after the first phase while simultaneously implementing the remaining project scope (See SECTION 30. Phased Implementation and Production Support). 	165
MS	<p>Project Schedule: The Bidder must provide its draft project schedule using MS Project 2010 or agree upon format which includes the tasks, resources, dependencies, and milestones for the following (See SECTION 15.1. Project Management Tasks, SECTION 30. Phased Implementation and Production Support, SECTION 15.7. Data Conversion Tasks) :</p> <ol style="list-style-type: none"> 1. Implementation and timeline of external facing online application and complaint functionality. 2. Phased implementation of all system functionality in a 30-month time period. 	105

TYPE	REQUIREMENT	MAXIMUM POINTS AVAILABL E
	<p>3. Data conversion execution in parallel with incremental functionality deployment.</p>	
MS	<p>Post Project Tasks: The bidder must provide a narrative proposal that shall include (See SECTION 29. Knowledge Transfer and Training, SECTION 15.6. Training Tasks, SECTION 15.4. Test Support Tasks, SECTION 28. Transition of Operation to New Contractor or to State):</p> <ol style="list-style-type: none"> 1. A detailed description of the Bidder's approach to completing knowledge transfer activities, including how the Bidder will transition all software maintenance to State resources or another contractor. 2. A detailed description of the Bidder's approach to testing and supporting the software product upgrades. 	65

ATTACHMENT 18: SOLUTION DEMONSTRATION

Vendor Product Demonstration Script: The following demonstration scripts cover several of the mid-level requirements from [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). Each provide detailed user stories and expected results to demonstrate the desired functionality of the proposed system.

Requirements numbered 11 - 15 will be added by DCC upon review of the Bidder responses for requirements which can be met out of the box. Evaluation criteria and scoring criteria are detailed in [SECTION 6.6. SOLUTION DEMONSTRATIONS EVALUATION](#) and +SECTION 6.6.1. FUNCTIONAL REQUIREMENTS DEMONSTRATION EVALUATION

1) Requirement #FL-159: The system shall allow a user to register or search a business entity using a Registration Number, FEIN, ITIN or SSN.

User Stories		Expected Results
1	Register a Business Using an Identifier: As a system user, I want to register a new business entity using a Registration Number, FEIN, ITIN, or SSN, so that the business can be created in the system without manually entering all details.	1. A new business entity record is successfully created in the system. 2. The provided identifier (Registration Number, FEIN, ITIN, or SSN) is: Stored securely and uniquely associated to the newly created business entity AND The system confirms successful registration to the user.
2	Search for an Existing Business Using an Identifier: As a system user, I want to search for an existing business entity using a Registration Number, FEIN, ITIN, or SSN, so that I can quickly locate and view an existing business record.	3. The system returns the correct business entity when a valid matching identifier exists AND If no matching record exists, the system displays a clear “No results found” message.
3	Prevent Duplicate Business Records: As a system user, I want the system to detect existing business entities during registration or search, so that duplicate business records are not created.	4. No duplicate business entity record is created when an identifier already exists. AND The system identifies the existing business entity using any matching identifier.

2) Requirement #FL-159: The system shall allow a user to register or search a business entity using a Registration Number, FEIN, ITIN or SSN.

1) Requirement #FL-159: The system shall allow a user to register or search a business entity using a Registration Number, FEIN, ITIN or SSN.

User Stories		Expected Results
1	Consultants with Multiple Profiles: As an external system user, I want to be able to create one or more registration profiles, so that I can support one or more business entities seeking consulting services to manage or assist with online applications and activities.	1. The external system user account can have more than one registration profile associated to it, and the newly created profile is stored and linked to the user. 2. Business entity has ability to add, edit or remove registered users associated to their online registration. AND Business entity has the ability to manage the permissions for each registered user associated to their online application.
2	Business Entity with multiple records: As an external user, I want to be able to create an online registration, so that I can apply for a license or manage my license activities for one or more of my licenses.	3. The user is granted access only to actions, data, and features permitted by their role(s) and business entity associations. 4. The user is able to create an online registration and create, view or update all activities for each of the associated records.

3) Requirement #FC-30: The system should display a dashboard showing the workload distribution across regions.

User Stories		Expected Results
1	View Workload Distribution Dashboard: As an internal users, I want a dashboard that shows workload distribution for license case management across regions, so that I can understand where work is concentrated.	1. The dashboard page loads successfully and displays workload metrics for case management grouped by region, status and assigned internal user. 2. Each region shown includes the defined workload measure(s) (e.g., item counts, open cases, tasks in queue), to reflect real-time data refresh rules.
2	Track Case Management: As an internal users, I want the ability to track and report on the following activities from start to end of a case lifecycle: Complaints, administrative action, illegal activities, violations, cite and fine, investigations and inspection, so that I can generate metrics reports.	3. All case lifecycle activities (Complaints, Administrative Actions, Illegal Activities, Violations, Cite and Fine, Investigations, and Inspections) are: a. Successfully captured and linked to a single case record b. Tracked from case initiation through final closure c. Each activity includes required metadata, such as: c.1 Activity type c.2 Status c.3 Assigned user/role

1) Requirement #FL-159: The system shall allow a user to register or search a business entity using a Registration Number, FEIN, ITIN or SSN.

- c. 4 Start date and end date (or timestamps)
- 4. The system maintains a complete, chronological audit trail of all activities associated with the case, based on recorded activities.

4) Requirement #FL-345: The system shall allow the application to be assigned to an analyst for each division in parallel so that the review process can begin for all Divisions.

User Stories

Expected Results

1

Assign Analysts in Parallel: As an internal user, auto assignment of an application to an analyst for each division and/or branch at the same time, so that all divisions and/or branches can begin review in parallel.

- 1. The application has an assigned analyst recorded for each applicable division and/or branch, in the applicable status.
- 2. Each division assignment is saved as a distinct assignment record (division/branch + analyst + timestamp + assigned by) with status based on current review in progress.

2

Single Deficiency Notice: As an internal users, I want one deficiency notice sent to the applicant or licensee, so that one unified email or letter is sent for remediation with all deficiencies found for each division/branch.

- 3. All deficiencies identified across all divisions/ branches for the application or license are:
 - a. Consolidated into a single deficiency notice
 - b. Clearly grouped or labeled by division/branch within the notice
- 4. The notice includes:
 - a. All required remediation items
 - b. Clear instructions, deadlines, and submission requirements (if applicable)
 - c. Reference to the associated application or license number

5) Requirement #FG-61: The system shall allow internal users the ability to manage documents including sorting, archiving, applying statuses, editing and deleting.

User Stories

Expected Results

1

Document Sorting: As an internal user: I want the system to automatically sort documents based on selected criteria

- 1. The system automatically sorts the document list according to the selected attribute and sort direction (ascending or descending).

1) Requirement #FL-159: The system shall allow a user to register or search a business entity using a Registration Number, FEIN, ITIN or SSN.

	(e.g., name, date, status, category or type), so that documents are presented in an organized and consistent order without manual reorganization.	2. The system allows for the applicable status of a required document to be assigned.
2	Meta Data Document Category: I want the system to automatically detect and apply document metadata and assign a document category when a file is uploaded, so that documents are consistently categorized and can be easily searched and retrieved by category (e.g., Tax Form, Building Permit, Land Ownership Certification).	3. Upon successful document upload, the system has automatically extracted available metadata and applied system-defined document category to the document record. 4. After processing is complete, the document is indexed and retrievable through search and filtering by its assigned category (e.g., Tax Form, Building Permit, Land Ownership Certification).

6) Requirement #FG-71: The system shall have an external public license search feature for consumers to perform a search against any licensee in the system.

User Stories		Expected Results
1	Public License Search: As a member of the public, I want to search for a licensee using basic search criteria, so that I can determine whether a business or individual holds a valid license in the system.	1. After a search is submitted, the system displays a list of matching licensees based on the entered criteria (e.g., license number, business name, or individual name). 2. Each returned licensee record displays its current license status, expiration date and any public disciplinary actions taken, if any, (e.g., Active, Expired, Suspended) at the time the search is performed.
2	Public Online Compliant: As a member of the public, I want to search for a licensee using basic search criteria, so that I can submit an online complaint.	3. Once a licensee is selected from the search results, the system associates that licensee's identifier with the complaint workflow so the complaint form is pre-populated or linked to the selected licensee. 4. The system confirms successful online compliant submittal to the end user.

7) Non-functional Requirement# NF-AC-02: The system shall allow internal user to access from the field on mobile and handheld devices.

User Stories	Expected Results
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1) Requirement #FL-159: The system shall allow a user to register or search a business entity using a Registration Number, FEIN, ITIN or SSN.

1	Mobile Access Field Work: As an internal user, I want to securely access the system from a mobile or handheld device while in the field, so that I can perform my job functions without returning to the office.	<p>1. When an internal user logs in from a supported mobile or handheld device, the system authenticates the user and grants access to the system without errors.</p> <p>2. After login on a mobile device, the user can access designated core system functions required for field work (as defined by role) using a mobile-optimized interface.</p>
2	Usability and Compatibility: As an internal user, I want the system interface to be usable on mobile and handheld devices, so that I can efficiently view and interact with information in field conditions.	<p>3. When accessed from a supported mobile or handheld device, the system renders a responsive interface where content is readable and primary actions are usable without horizontal scrolling.</p> <p>4. Key workflows behave consistently across desktop and supported mobile/handheld devices, with no loss of data or critical functionality due solely to device type.</p>

8) Requirement #FG-95: The system shall support modification of license types to conform with legislatively-mandated changes to fees, variable fee rules, expiration date assignment rules, eligibility rules, owner relationship requirements, and required licensing disclosures.

User Stories		Expected Results
1	License Configuration: As a system administrator, I want to modify configurable license attributes such as, fees, variable fee rules, expiration rules, and eligibility rules, so that the system can conform to legislatively-mandated changes without code changes.	<p>1. After changes are submitted, the system stores the updated license type configuration with an effective date (and retains prior versions for audit/traceability).</p> <p>2. Any new license application created after the effective date uses the updated fees, variable fee calculations, expiration assignment rules, and eligibility validation.</p>
2	Owner Relationship: As a system administrator, I want to update owner relationship requirements for a license type (e.g., required roles/relationships and validation rules), so that applications comply with new statutory ownership requirements.	<p>3. When an application is submitted for that license type, the system validates required owner relationships and prevents submission/approval if requirements are not met.</p>
3	Licensing Disclosures: As a system administrator, I want to modify required	<p>4. For applications of a license type, the system displays the current required disclosures and captures</p>

1) Requirement #FL-159: The system shall allow a user to register or search a business entity using a Registration Number, FEIN, ITIN or SSN.

licensing disclosures for each license type, so that applicants are presented with the legally required statements and acknowledgements.

the applicant's acknowledgement/attestation with current disclosure version accepted and date and time stamped.

9) Requirement #FG-64: The system shall provide internal and external AI features that improve user interactions, including suggesting email content, identifying potential data entry errors, identifying potential deficiencies and document image scanning.

User Stories

Expected Results

1	AI Quality Checks: As an internal or external user, I want the system to use AI to detect potential data entry errors, identify missing/deficient information, and improve document image scanning results, so that I can submit accurate, complete information with fewer rework cycles.	1. After a user enters data or uploads documents, the system flags potential errors/deficiencies (e.g., missing required fields, inconsistent values, unreadable scans) and provides suggested corrections or next steps. 2. Uploaded document images are processed to improve legibility and/or extract key information where supported, and the processed result (and any extracted fields) is attached to the record without overwriting the original upload.
2	AI User Communication: As an internal or external user, I want the system to suggest email/message content based on the context of my task, so that I can communicate faster and more consistently.	3. When a user requests assistance, the system generates a draft email/message relevant to the selected record/workflow, and the user can edit it before sending/copying. 4. The system does not send messages automatically; the user must explicitly confirm the final content, and the system records that AI assistance was used (e.g., "AI suggested draft generated") for audit/telemetry.

10) Requirement #FG-69: The system shall provide interactive geospatial visualization and analysis capabilities, including the ability to display and filter map features, present contextual information through tooltips, and support multiple visualization formats (e.g., boundaries, points, heat maps), with options for data review, approval, and export in multiple formats.

User Stories

Expected Results

1	Interactive Map Visualization and Filtering: As an internal or external user, I want to view system data on an interactive map with multiple visualization formats and filtering	1. The system displays geospatial data using supported visualization formats (e.g., boundaries, points, heat maps), and users can filter map features based on defined attributes. 2. When a user interacts with a map feature (hover,
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1) Requirement #FL-159: The system shall allow a user to register or search a business entity using a Registration Number, FEIN, ITIN or SSN.

	options, so that I can analyze geospatial information and identify patterns or issues.	tap, or select), the system displays contextual information in a tooltip or detail panel relevant to that feature.
2	Geospatial Data Review, Approval, and Export: As an internal reviewer or system administrator, I want to review, approve, and export geospatial data displayed on the map, so that I can validate data quality and share information in supported formats.	3. When a user performs a review or approval action on geospatial data, the system records the action, user, timestamp, and status change. 4. The system allows the user to export selected or filtered geospatial data from the map in one or more supported formats (e.g., CSV, GeoJSON, Shapefile), and the exported file reflects the current map filters and visualization state.
11) TBD - State will review EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS for "OOB" responses and add for demonstration.		N/A
12) TBD - State will review EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS for "OOB" responses and add for demonstration.		N/A
13) TBD - State will review EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS for "OOB" responses and add for demonstration.		N/A
14) TBD - State will review EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS for "OOB" responses and add for demonstration.		N/A
15) TBD - State will review EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS for "OOB" responses and add for demonstration.		N/A

ATTACHMENT 19: CUSTOMER REFERENCE FOR PRODUCTIVE USE REQUIREMENTS CERTIFICATION

1. CUSTOMER REFERENCE FOR PRODUCTIVE USE REQUIREMENTS CERTIFICATION

The purpose of the customer reference requirement is to provide the State the ability to verify the claims made in the proposal by the Bidder.

In accordance with [SECTION 3.2.12.2. CUSTOMER REFERENCES FOR PRODUCTIVE USE REQUIREMENTS \(M\)](#) Bidders must complete the Customer References for Productive Use Requirements Certification, below, providing a list of customers who presently have the bid equipment and/or software installed and operating. The list must include at least one (1) customer meeting the Productive Use Requirement. However, at least one customer reference must be included for each type of equipment/software proposed in the solicitation, and that is subject to the requirements, see detailed list in section [SECTION 3.2.12.2. CUSTOMER REFERENCES FOR PRODUCTIVE USE REQUIREMENTS \(M\)](#)

The productive use requirements defined in [SECTION 3.2.12. PRODUCTIVE USE REQUIREMENTS](#) do **not apply** to any portion of the custom software developed for the State or to modifications to custom software that was developed for the State under this Contract prior to submittal and throughout Contract duration.

Add more rows in the table below if necessary.

Customer Name	Customer Contact Information	Customer Address	Customer Phone	Customer email Address	Software or Equipment Name	Meets requirement in 3.2.12
1.						Yes <input type="checkbox"/> No <input type="checkbox"/> Length of time: _____ Category____ _____

In addition, the State has the option to request from the Bidder or Bidder's reference, supporting evidence of compliance to the customer in-use requirements as stated in [SECTION 3.2.12.2. CUSTOMER REFERENCES FOR PRODUCTIVE USE REQUIREMENTS \(M\)](#)

Reference the table below for the applicable productive use category's to list in the table above.

Productive Use Table 3.2.12.1-1

Category 1 - Critical Software Software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, database management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.	More than \$100,000	6 months
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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 20: DELIVERABLE EXPECTATION DOCUMENT (DED)

Deliverables Expectation Document (DED)

Deliverable Number:	Deliverable Title:
Section 1: Delivery Requirements:	
<p>In this Section:</p> <ul style="list-style-type: none">◇ Provide the method of delivery (e.g. 1 electronic copy uploaded to Microsoft Teams).◇ Provide all the formats used for the deliverable (e.g. Microsoft Word 2013, Visio 2013).◇ Provide estimated page count of final deliverable.◇ Provide State Review Period.	
Section 2: Deliverable Content Requirement:	
<p>In this Section:</p> <ul style="list-style-type: none">◇ List all the specific contractual requirements for this deliverable.◇ If applicable, list any other agreed upon requirements and the source of the requirements (i.e. meetings and discussions with date, time, and state resource name).◇ Assumptions	
Section 3: Deliverable Description / Purpose:	
<p>In this Section:</p> <ul style="list-style-type: none">◇ Describe the deliverable's objectives and scope and development methodology.◇ Provide a detailed outline of the deliverable mapped to contractual requirements.◇ Discuss the content of each major section of the document outline.◇ Describe any applicable standards and/or industry or government best practices	
Section 4: Required Input from Other Sources:	
<p>In this Section:</p> <ul style="list-style-type: none">◇ Identify the state and Contractor resources and required skills/knowledge involved in the deliverable preparation and review.	

Deliverable Number:		Deliverable Title:	
Section 5: Deliverable Acceptance Criteria:			
<ul style="list-style-type: none">• In this Section:<ul style="list-style-type: none">• Identify the state and Contractor resources involved in the deliverable preparation and review.• Identify the Acceptance Criteria• Identify the estimated hours, cost, and terms for the deliverable.			

ATTACHMENT 21: WORK ORDER AUTHORIZATION FORM

Work Order Authorization (WOA)

Work Order Authorization (WOA)

Contract #: XXXX

WOA #:

Title:

Date:

Expected Term of WOA: ____ through ____

Not-to-Exceed Cost: \$_____

1. Introduction

This Work Order Authorization (“WOA”) is issued pursuant to the terms of California Department of Cannabis Control (DCC) Contract #XXXX (the “Contract”). Upon approval of this WOA, the Contractor shall be authorized to perform the work described herein, including all attachments or exhibits attached hereto or incorporated herein by reference.

2. WOA Scope / Description

This WOA authorizes the Contractor to perform work associated with Phase ____ of the CSI Project, including the deliverables, milestones, and activities defined herein. The work will be executed in accordance with the approved project schedule and Deliverable Expectation Documents (DEDs). The Contractor shall provide all labor, materials, tools, and resources necessary to complete and deliver the defined scope of work.

3. Payment Provisions

3.1 Payment Basis

The Contractor shall be compensated on a fixed-price basis for the successful completion and State acceptance of each deliverable or milestone identified in Table 3.2 – Deliverable Payment Schedule. Each deliverable payment represents full compensation for all work necessary to achieve the specified acceptance criteria.

3.2 Deliverable Payment Schedule

Deliverable / Milestone ID	SOW Reference	Deliverable / Milestone Name	Acceptance Criteria Reference	Fixed Price	Target Completion Date
----------------------------	---------------	------------------------------	-------------------------------	-------------	------------------------

Total Fixed-Price Not-to-Exceed Amount: \$XXX,XXX

3.3 Payment Terms

Payment shall be made only after the State's formal written acceptance of each deliverable or milestone in accordance with the DED. Each DED shall have a version history and approval table. Signature in the approval table, on the most recent version, indicates the State's formal written acceptance of each deliverable.

3.4 Withhold

☐ 20% Holdback Release in accordance with Contract

☐ Other: _____

4. Approved Contractor Staff

Staff ID	Name of Personnel	Role	SOW ID	Assigned Deliverables

5. WOA Reporting Requirements

The Contractor shall provide weekly written status updates including: work completed to date, risks and issues encountered, planned future work, and any potential schedule or scope variances. If the Contractor anticipates that a deliverable cannot be completed within the WOA schedule, the Contractor shall immediately notify the DCC Project Director or designee for resolution.

6. WOA Entrance and Acceptance Criteria

6.1 Entrance Criteria

All prerequisites necessary to begin work under this WOA must be satisfied prior to initiation (e.g., completion of prior phase deliverables, availability of environments, and data readiness).

6.2 Acceptance Criteria

Each deliverable or milestone shall be deemed accepted upon written approval by the State confirming that all acceptance criteria defined in the corresponding DED have been met.

7. WOA Amendment

Any modification to deliverables, schedule, or cost must be approved by both parties in writing through a formal amendment to this WOA.

8. Attachment Listing

Attachment 1 – WOA Schedule for Contractor Work

9. Approvals

DCC Project Director or Designee Date	Contractor Project Manager or Designee Date

By signing below, the parties certify that they have the authority to obligate their respective organizations to this WOA and agree to its terms and all incorporated documents.

Attachment 1 – WOA Schedule for Contractor Work

Deliverable ID	Milestone	Start Date	Completion Date	Dependencies

ATTACHMENT 22: KEY STAFF REPLACEMENT FORM

Key Staff Replacement Form

CONTRACTOR NAME:			Date:
Agreement Number:		Project Name:	
Key Staff to be Added	Key Staff Replaced	Proposed Effective Date	Key Staff Position
Reason for Substitution/Comments:			
<ul style="list-style-type: none">• Proposed Key Staff Qualifications Attached• Proposed Key Staff Qualification Form/Resume Attached			
State Acceptance		Contractor Acceptance	
Printed Name of Authorized Representative:		Printed Name of Authorized Representative:	
Signature of Authorized Representative:		Signature of Authorized Representative	
Title:		Title:	
Contact Information (phone number & email address):		Contact Information (phone number & email address):	

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ATTACHMENT 23: REQUEST FOR CHANGE FORM

Request for Change (RFC) Form

Cannabis Systems Integration (CSI) Project

REQUEST FOR CHANGE (RFC) FORM

Change Request Title:

Change Request Number:

SECTION 1: GENERAL INFORMATION

[To be completed by the Requestor]

Date Submitted:

Requestor Name:

Organization:

Email Address:

Phone Number:

General Impact Area (Choose Best One)

<input type="checkbox"/>	Licensing	<input type="checkbox"/>	Compliance	<input type="checkbox"/>	Cashiering	<input type="checkbox"/>	Technical
<input type="checkbox"/>	Interface	<input type="checkbox"/>	Other (explain):				

Is this RFC being generated from a JIRA Issue# or ServiceNow Ticket#?

<input type="checkbox"/>	JIRA Issue	<input type="checkbox"/>	ServiceNow	ISSUE/TICKET #:
--------------------------	------------	--------------------------	------------	------------------------

Request Information			
<i>Proposed Change: (Explain the change requested and include a succinct requirement statement for the change.)</i>			
<p>Is this feature or functionality currently available in the Acella systems?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<i>Current Problem: (Explain the current situation that has brought about the need for a change)</i>			
<i>Expected Benefits/Justification: (Describe benefits in terms of amount of work saved, or costs or delays avoided.)</i>			
•			
<i>Impact if Request is denied:</i>			
•			
<i>Workarounds: (If the change is not implemented, is there any workarounds available?)</i>			
A workaround using legacy and manual systems is possible but would create workflow and staffing issues.			
<i>Alternative Solutions: (Different ways to implement the proposed change.)</i>			
	Description	Advantages	Disadvantages
1		•	•
2		• •	•

Deputy Director Approval:	
Signature	Date
Printed Name:	

If attachments are included as part of Section 1, then indicate filename(s).

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SECTION 2: PO VALIDATION <i>[To be completed by Project Management]</i>	
Product OwnerValidation:	
<i>Comments: (List assumed impacts if approved/denied, and recommendation to approve/deny; document impacted baselines below)</i>	
<i>If denied:</i> •	
Knowledge Transfer (KT) Required? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Data Conversion Required? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Divisions Impacted:	
Product Owner Name (Please Print):	
Signature:	Date:

Printed Name:
Technical Validation:
<i>Comments: (List assumed impacts if approved/denied, and recommendation to approve/deny; document impacted baselines below)</i>
Signature:
Date:

State PM Review:
Baselines Impacted: <i>(List approved baseline(s) by Release impacted by change.)</i>
Project Requirements
Recommend for Impact Analysis? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Comments: (List comments in addition to above.)</i> •
Signature:
Date:

SECTION 3: ITGC REVIEW

[To be completed by the Change Control Manager/Project Director/ITGC Chair]

Impact Analysis Approval

Approved for Impact Analysis (IA)? ☐ Yes ☐ No

If “yes” – IA due back to ITGC by:

Approval Assumptions: (List assumptions that, if true, constitute ITGC’s Approval of this RFC.)

SECTION 4: RFC ACTION

[To be completed by the Change Control Manager/Project Director/ITGC Chair]

Approval Assumptions Met? ☐ Yes ☐ No ☐ N/A

Issues or additional information requiring additional ITGC Action?

☐ Yes ☐ No

ITGC Action

Comments: (List additional approval/rejection details as appropriate. Please indicate selection of any alternative)

☐ **Approve** ☐ **Reject**

Funding Source: ☐ Unanticipated Task; ☐ Zero Cost

Action resulted from: ☐ Assumptions; ☐ ITGC Vote; ☐ PD Authority; ☐ Emergency

Approver Signature

Date

Printed Name and Title



SECTION 5: RFC CLOSEOUT

[To be completed by the Change Control Manger/Project Director/Project Manager]

Have the impacted baselines been updated with the change and accepted? ☐ Yes ☐ No

Comments:

CCM/PD/ PM Signature:

Date:

Printed Name and Title:

Scheduler Verification (if needed)

Has Change been incorporated into Schedule? ☐ Yes ☐ No ☐ N/A

If Yes, which schedule?

Have appropriate milestones been shared with additional work plans? ☐ Yes ☐ No ☐ N/A

Comments:

Scheduler Signature:

Date:

Printed Name and Title:

Requestor Verification (if needed)

Comments:

Requestor Signature:

Date:

Printed Name and Title:



ATTACHMENT A: IMPACT ANALYSIS

[To be completed by the Contractor]

Impact Assessment

Complete description of the work to be performed to implement the change:

Technical Impacts: (Architecture and Solution Software impacted by the change)

Schedule for the work to be performed, including any impacts to phase or release milestones:

Chargeable Hours Estimate: (Use Hours and Classifications from Contract Cost Worksheet)

Hours	Classification	Rate per Hour	Total Cost
	Project Manager	\$	\$
	Scrum Master	\$	\$
	Business Analyst	\$	\$
	Configuration Lead	\$	\$
	Technical Lead	\$	\$
	Other	\$	\$
	Other	\$	\$

Total Contractor Hours:

Final cost to implement change: \$

Baselines impacted, needing revision, or new Deliverables to be produced:

Is an impact analysis alternative attached? ☐ Yes ☐ No **If yes, how many?** _

Impact Analysis Owner **Approval:**

Signature: Date:

Printed Name:

ATTACHMENT 24: GLOSSARY OF TERMS

Definitions, Acronyms, and Abbreviations

TERM/ACROYNM	DEFINITION
Agency/State entity	<p>Agency: When used lower case (agency), refers to any office, department, board, bureau, commission or other organizational entity within state government. When capitalized (Agency), the term refers to one of the state's super agencies such as the State and Consumer Services Agency or the Health and Human Services Agency.</p> <p>State Entity: Any entity within the executive branch that is under the direct authority of the Governor, including, but not limited to, all agencies, departments, boards, bureaus, commissions, councils, institutions, offices, or other distinct governmental organization not specifically exempted from adherence to the legal and regulatory requirements related to information security and privacy set forth herein.</p>
Agreement	A legally binding obligation or contract by whatever name known or in whatever format used (including purchase orders), between the State and another entity, public or private, for the provision of goods or services.
Bidder	<ol style="list-style-type: none">1. A supplier who submits, or has identified their intention to submit, a bid to the State in response to a solicitation.2. An individual, sole proprietorship, firm, partnership, corporation, or any other business venture that responds to a solicitation.
Contract	A legally binding obligation or agreement by whatever name known or in whatever format used (including purchase orders), between the State and another entity, public or private, for the provision of goods or services.
Contractor	The business entity with who the State enters into a contract.
Proposal	An offer made in response to a Request for Proposals (RFP). Also referred to as a Bid and response.

TERM/ACROYNM	DEFINITION
Functional Requirements	<p>Functional requirements represent the business objectives, needs and outcomes of all stakeholders. They should be organized and presented in context of and with a baseline business process/workflow that they describe. They provide a description of what an enabling solution should provide and specifies essential details of a solution for stakeholders as a means to express and manage expectations. They describe actions and operations that the solution must be able to perform. They can describe services, reactions, and behaviors of the solution. They also describe information the solution will manage. The requirements should be expressed in business terms and should not include any technical references. The requirement should identify “what” is required to meet the business objective, not “how” the requirement will be implemented.</p>
Immaterial Deviation	<p>A deviation can be accepted by the State when it is determined to be of such a minor concern that it carries little or no importance, and by accepting it, it doesn’t provide the bidder with any material advantage over other bidders.</p> <p>Example: A bidder referenced the wrong page in their supporting technical literature. The bidder directed the evaluator to page 4 and the correct page should have been page 5.</p>
Non-Functional Requirements	<p>Non-functional requirements provide criteria to evaluate the operation of an enabling solution and primarily represent qualities of (expectations and characteristics) and constraints on (e.g., governmental regulations) the solution. They capture conditions that do not directly relate to the behavior or functionality of the solution, but rather describe environmental conditions of an effective solution or productive qualities of the solution. Mid-level non-functional requirements also define quality of service requirements, such as those relating to required capacity, speed, security, privacy, availability, response time, throughput, usability, and the information architecture and presentation of the user interfaces.</p>
Open Source Software/ Code	<p>Software that includes distribution terms that comply with the following criteria provided by the Open-Source Initiative. The open source definition</p>

TERM/ACROYNM	DEFINITION
	<p>used here is from the Open Source Initiative and is licensed under a Creative Commons Attribution 2.5 License (http://creativecommons.org/licenses/by/2.5/)</p> <ol style="list-style-type: none"> 1. Free Redistribution: The software can be given as part of a package with other applications; 2. Source Code: The code must either be distributed with the software or easily accessible; 3. Derived Works: The code can be altered and distributed by the new author under the same license conditions as the product on which it is based; 4. Integrity of the author's source code: Derived works must not interfere with the original author's intent or work; 5. No discrimination against persons or groups; 6. No discrimination against fields of endeavor: Distributed software cannot be restricted in who can use it based on their intent; 7. Distribution of license: The rights of the program must apply to all to whom the program is re-distributed without need for an additional license; 8. License must not be specific to a product; Meaning that an operating system product cannot be restricted to be free only if used with another specific product; 9. License must not contaminate other software; and 10. License must be technology-neutral.
Project/Transitional Requirements	<p>Project/transition requirements describe capabilities that the solution must have in order to facilitate the transition from the current state of the enterprise to a desired future state. Mid-level project/transition requirements are differentiated from other requirement types because they are usually temporary in nature and will not be needed once the transition is complete. They typically cover process requirements imposed through the Contract, such as mandating a particular design method, administrative requirements, data conversion and migration from existing systems, interfaces, skill gaps that must be addressed, and other related changes required to reach the desired future state.</p>

TERM/ACROYNM	DEFINITION
Responsive Bidder	A Bidder whose solicitation response is compliant with the solicitation requirements and indicates performance without deviation from the terms and conditions of the proposed contract.
Responsible Bidder	<p>A Bidder who is fully capable of performing the contract. Considerations include a supplier deemed to satisfactorily demonstrate some or all of the following, pertinent to the specific transaction:</p> <ol style="list-style-type: none"> 1. The capability to comply with the required or proposed delivery or performance schedule considering all existing commitments; 2. A satisfactory record of performance; 3. A satisfactory record of integrity; 4. Qualified and eligible to receive an award under all applicable laws and regulations; and/or 5. Necessary organization, experience, operational controls and technical skills (or the ability to obtain them). <p>A Bidder is responsible if they possess the experience, facilities, reputation, financial resources and are fully capable of performing the contract.</p>
DCC	Department of Cannabis Control
SaaS	Software as a Service
Done	The set of objective criteria that must be fully satisfied for work to be considered complete, accepted, and eligible for payment.
Ready	Set of minimum criteria that a requirement, user story, or backlog item must meet before the contractor may begin development work.

ATTACHMENT 25: APPENDIX A - STATEMENT OF WORK

1. Background and Purpose

The Department of Cannabis Control (Department) leverages two separate instances of the Accela platform to manage essential business processes related to cannabis licensure, compliance, and enforcement. The two systems, known as the Cannabis Licensing, Enforcement, and Reporting (CLEaR) system and the Cultivation Licensing System (CLS), address distinct aspects of cannabis regulation in California.

The CLEaR system focuses on the licensure and regulatory oversight of cannabis retailers, distributors, laboratories, transporters, microbusinesses, event organizers and manufactured cannabis. Business processes include processing applications, tracking licensee activities, and ensuring compliance with state laws. The CLEaR system contains functionality to support Compliance and Enforcement activities as applicable to the licensing process within the system.

The CLS is specifically tailored to support the licensure and oversight of cannabis cultivation activities. This includes processes related to cannabis growers, raw product processing facilities, and nursery operators throughout California. Like CLEaR, the CLS incorporates tools for monitoring compliance and conducting enforcement activities, ensuring that cultivators adhere to state regulations and maintain high standards for safety, sustainability, and legal operations.

While these systems offer configurability, maintaining two separate instances of the Accela platform, creates a layer of complexity. The segregation complicates data integration and increases the potential for inconsistencies between the systems. Users often face challenges navigating the structure, which can hinder efficient coordination across regulatory activities or new mandates.

The Department of Cannabis Control (Department) seeks to consolidate the two instances of their current cannabis licensing software into one solution. These two systems are not integrated to communicate and share real-time data, nor have functionality to streamline current workflows such as document management, validating inputs, case management and the communication needed which could benefit the Department, and external stakeholders. Having the CLEaR and CLS solutions maintained on two separate systems has presented operational challenges.

Many other State departments partner with the Department of Cannabis Control for licensing related activities. These agencies include the California Department of Pesticide Regulation, the California Department of Fish and Wildlife, the Department of Water Resources Control Board, the California Air Resources Control Board, Department of Justice, and California Department of Food and Agriculture. The licensing requirement activities the Department conducts with these organizations can be better tracked and regulated in a new centralized database. These organizations may have an impact on the

functionality targeted for the new system.

The public will indirectly benefit from the implementation of a more modernized system as enhanced data collection will drive better reporting, policy and business process decisions. Cannabis consumers will be better served should they submit a complaint to the Department as it will be tracked in an improved manner for all license types. Members of the public who are licensees will experience an improved level of service from the Department. Local entities support the Department in licensing and enforcement activities. These organizations may influence the development of functionality for the new system.

1.1. Objective

Currently, the Department must utilize two separate cannabis licensing systems. Having two separate systems does not allow for efficiency in current operations, as duplicate efforts must occur. A centralized database would better track and regulate licensing, compliance, and lab activities. Enhanced data collection will drive improved reporting, policy development and business process decisions. A centralized system would also provide more streamlined services to cannabis consumers who submit complaints, as their information would be tracked in a unified manner. Additionally, system changes required by legislative and regulatory mandates could be delivered more quickly, ensuring timelier compliance.

A centralized database would improve the Department's cannabis oversight by increasing operational efficiency, enhancing data-driven decision-making, streamlining customer service, and accelerating regulatory compliance.

2. Description of Proposed New System

This Statement of Work (SOW) reflects the services the System Integrator, hereafter referred to as the Contractor, must provide to the Department of Cannabis Control (DCC) during the term of the Contract. This SOW is governed by, and incorporates the terms and conditions of [EXHIBIT D: IT - GP CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP \(Cloud\)](#). The Contractor must have extensive and demonstrated technical knowledge and experience as identified in this SOW as well as practical project experience.

The State anticipates that Project completion will be achieved through the progressive decommissioning and replacement of two existing legacy systems, with each phase addressing one legacy system independently.

Phase 1 shall include the configuration, development, and implementation of the proposed SaaS solution for one designated legacy system (CLEAR or CLS), including all required data conversion and migration activities necessary to support a production launch and go-live for that system. Upon successful completion of Phase 1, the solution shall be operational and in use by internal and external users.

Deployment of Phase 1 shall not relieve the Contractor of its obligation to continue delivery of Phase 2 functionality.

Phase 2 shall include the configuration, development, and implementation of the proposed solution for the remaining legacy system, including all required data conversion and migration activities, resulting in full Project completion and replacement of both legacy systems.

Each phase shall include, at a minimum, planning, design, development, configuration, data migration, testing, and deployment, performed iteratively and incrementally in accordance with agile Scrum practices and the approved Contractor Tasks and Deliverables per [SECTION 15. Contractor Tasks and Deliverable Requirements](#). Each phase shall result in a separately deployable and usable production release of the solution.

Project utilizes an incremental Agile-based approach to software development, the Project will have a period during which functionality is live in production while the remaining balance of Project scope has yet to be delivered to production. To clearly describe this, the period between the first phase and second phase launch would be a period in which functionality is live in production but the entire Project scope has not yet been delivered. During such a period, the Contractor shall update functionality already delivered to production if directed by the State via the [SECTION 14. Change Control Procedures](#).

The Contractor will propose a Software as a Service (SaaS) to develop, configure and design all requirements identified in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) for a licensing and compliance software solution which is capable of integrating in real-time with internal and external solutions based on [ATTACHMENT 21: WORK ORDER AUTHORIZATION FORM](#) approved by DCC. The Contractor will put high importance on enterprise-grade development and reusable components for DCC future enterprise operations. Data conversion from the two Accela instances into one solution is in the scope of this project.

*Detailed as-is and to-be workflows can be found in the [Bidder's Library](#) for reference to the number of workflows in project scope.

3. Term of the Contract

Effective upon approval of CDT, Office of Statewide Technology Procurement (OSTP), the base term of the Contract shall be three and a half years (3.5) years from the Contract Execution Date. The project phase is two and a half (2.5) years and one-year of maintenance and operations for implementation services.

The State, at its sole discretion, may exercise its option to execute two (2) additional one (1) year optional

extensions for maintenance and operations for a maximum contract term of five and one-half (5.5) years, at the rates specified in the [EXHIBIT C: COST WORKSHEETS](#). The State is not obligated to use any or all of these options. Additionally, the State, at its sole discretion, may exercise an extension of up to six months for time-related work, to include implementation and full system acceptance. This time-only extension shall be at the originally agreed-upon deliverable rates specified in this Contract and at no additional cost to the total Contract.

The Agreement is of no effect unless approved by CDT and no work shall begin before full execution of the Agreement. The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the effective date of the contract. Any delivery of goods or performance of services by the Contractor that is commenced prior to the effective date shall be at no cost to the State.

4. Amendment

The Agreement may be amended, consistent with the terms and conditions of the Agreement, and by mutual consent of both parties, subject to approval by the CDT Office of Statewide Technology Procurement under Public Contract Code (PCC) Section 12100. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved by oversight agencies if required. No oral understanding not incorporated in the Agreement is binding on any of the parties.

5. Location and Availability

All Contractor work shall be performed remotely based in the continental United States, unless in-person services are required. The State will provide a set of collaboration tools to facilitate remote development. No off-shore remote work shall be allowed under this Contract.

Department of Cannabis Control
2920 Kilgore Road
Rancho Cordova, CA 95670

Normal hours of access are Monday through Friday, 7:00 a.m. to 5:00 p.m., excluding State holidays. The Contractor is required to perform work duties within the normal hours of work. The Contractor must make prior arrangements and receive approval from the State for access to the project office outside these normal working hours. State holidays are listed on the California Department of Human Resources (Cal HR) website at the link below, and are subject to change:

<http://www.calhr.ca.gov/employees/Pages/state-holidays.aspx>

6. Contract Representative

All notices required by, or relating to, this Contract shall be in writing and shall be sent to the parties of the Contract at the address set below unless changed from time to time, in which event each party shall so notify the other in writing, and all such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail or e-mailed and directed to the addresses then prevailing.

The contract representatives during the term of this contract will be:

PROJECT/PROGRAM CONTRACT REPRESENTATIVES			
State Department: Department of Cannabis Control		Contractor: TBD	
Name:	TBD	Name:	TBD
Title:	TBD	Title:	TBD
Telephone Number:	TBD	Telephone Number:	TBD
E-mail Address:	TBD	E-mail Address:	TBD

Direct all contract inquiries to:

CONTRACT REPRESENTATIVES FOR INQUIRIES			
State Department: Department of Cannabis Control		Contractor: TBD	
Name:	TBD	Name:	TBD
Title:	TBD	Title:	TBD
Telephone Number:	TBD	Telephone Number:	TBD
E-mail Address:	TBD	E-mail Address:	TBD

All inquiries during the term of this Agreement will be directed to the contract contacts listed above.
Contract representatives may be changed by written notice without amending this Agreement.

7. Solution Requirements

The Contractor shall complete and implement the DCC requirements as defined in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). The DCC [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) will be electronically tracked, in DCC's requirements traceability solution as they are completed. The Contractor shall be responsible and accountable for implementing requirements that address DCC's business needs.

The following subsections are the high-level business needs for the DCC software solution.

7.1. Integrations

The Contractor shall configure the Software Solution to integrate with various external systems. All integrations developed shall adhere to the integration requirements and shall be secure and prevent the unauthorized disclosure or release of information. Data within the Solution is confidential and shall be protected. If client-side integration architecture components are needed, the Contractor shall provide recommendations on infrastructure components (hardware and software) to the State to successfully support these integration. The State technical team shall validate these recommendations and the State shall be responsible for procuring the necessary technical components only if suitable infrastructure components and architecture are not already available in DCC's technical infrastructure. At the State's direction, the Contractor shall install, configure, and manage this client-side environment.

Specific integration requirements are included in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). The Contractor shall further develop and define each requirements via an Integration Control Document (ICD) that shall be approved by the State via the Project's Deliverables management process as described in [SECTION 15. Project \(Contractor\) Tasks and Deliverable Requirements](#) and [SECTION 16. Deliverable and Work Product Acceptance/Rejection Process](#). These ICDs will define the data fields, format, processing logic, scheduling, success and error reporting and technical infrastructure components required of each individual integration. Integrations may consist of outbound data to an external partner, inbound data from an external partner, or both.

While the Contractor shall leverage real-time Application Program Interfaces (APIs) and web services to achieve the business needs of a given integration, the technological capabilities of the external partner will play a role in defining the scope of the integration.

7.2. Applications

To apply for a DCC license, the Applicant shall submit an application to DCC for a specific license type.

The license shall be issued to a specific person or entity (sole proprietor, partnership, corporation, etc.) and specific location.

DCC requires the Applicant to submit the required application (via an online application portal, in person, or mail), complete the application by providing the required information and documentation, and pay for application and license fees. In addition, the solution shall allow DCC to input application information received via mail or in person.

The Contractor shall configure the solution to allow the Applicant to create an account/profile or log-in to an existing account to submit and/or complete a new or existing application. Applicants shall have the ability to add application materials through an online application portal. The software solution must also allow materials to be manually keyed or uploaded to the application file if they are submitted to the Program via a different method. Once the applicant has submitted an application, the applicant shall be able to obtain the submitted application status information via the online application portal.

Applicants shall have the ability to save applications in progress so that they may log-in to their accounts and resume work on the applications where they left off prior to the applications being submitted. When applicants resume work on applications, they need to identify (select from a list of one or more in-process applications) which application to resume (if multiple applications are in progress), and then begin work where they had stopped on the application process. All data entered up to the point where they had stopped must be saved with the application and shall not need to be re-entered. Applicants may need to review licensing policies, regulations, and other related information to ensure they understand what is required for each specific license type or application. In addition, prior to starting or during the application process, applicants may need additional information and/or guidance on what is required to complete each section of the application. Applicants shall be able to access aides (e.g., frequently asked questions, pop-up instructions, etc.) throughout the application process and not lose their place in the application. Some application types require third-parties (i.e., business partners) to submit documentation or data (i.e., attestations) related to an application.

If the application is approved, the applicant shall be able to obtain (print or download) the approved license. The Program must be able to communicate through the online application portal or via email or traditional letters to applicants. If applicants are missing any of the required application materials, applicants shall be able to submit those materials or information via the online application portal.

7.3. Licensees

Businesses who previously met all minimum requirements to hold a license(s) shall use the solution to apply for and obtain a license renewal or complete other post licensure maintenance.

Licensees must submit license renewal requests and required fees prior to the license expiration date to avoid a lapse and to avoid paying late fees. Licensees shall have the ability to access a license renewal

application for their specific license type, complete all required areas of the application, submit all necessary documents, pay fees, and submit the license renewal application for back-office review. Licensees may not be able to complete renewal applications in one session, meaning that they stopped work on the application before the application was submitted. When Licensees resume work on renewal applications, they must identify which application they want to resume, if multiple applications are in progress, then begin work on the application at the application section where they had stopped. All data entered up to the point where the Licensee stopped must be saved with the application information and shall be available when the application process is resumed.

Licensees shall have the ability to access aides (e.g., frequently asked questions, pop-up instructions, etc.) throughout the renewal process. When renewal applications are approved, Licensees shall have the ability to obtain (e.g., print or download) the approved renewed license.

7.4. Back Office Processing

Once an application, renewal, or other license maintenance request has been submitted on-line, by mail, or in-person, and received by the DCC, a back-office review of the application is performed to ensure all sections of the application are complete. If the application is not complete, or attachments are not readable, the application shall be set to a status indicating it is incomplete and requires applicant's action. The Program shall have the ability to notify the applicant of application status.

7.5. Process and Document Case Activity

The DCC can discipline, suspend, revoke, and take other administrative action against licenses. The software solution must be configured to allow the DCC to receive, document, and track all case activity such as compliance, inspections, complaints, investigations related to a specific License(s) and investigations related to unlicensed activity (individuals or entities who may not already have an account/profile). In addition, the DCC must be able to archive documentation and correspondence related to a specific License(s) or the subject of the complaint/investigation, record fines associated with the Licensee and their assigned account or the subject of the complaint/investigation, and capture enforcement actions taken, and resolution of enforcement action.

7.6. Reporting

While most initial reporting needs are expected to be met via an integration with DCC's current business intelligence platform, the software solution shall also provide basic ad-hoc reporting and advanced back office search functionality for the data stored natively in the software solution. The software solution shall be able to provide real-time replicated data to the State's data warehouse.

7.7. Accounting and Cashiering

The Contractor shall configure the software solution to receive various forms of payment options. The options shall include accepting payments online, in person, and by mail. Forms of payment shall include, but are not limited to, cash, check, e-check, and credit/debit cards. The solution shall have the ability to create online cashiering receipts, issue refunds, and apply payments to the appropriate applications, licenses, compliance and enforcement related activity. In addition, the solution should have the ability to perform a transfer of funds from one account to another and the ability to identify bad-checks.

7.8. Information Technology Services Division (ITSD) System Maintenance

DCC Information Technology Services Division (ITSD) shall be administrative users of the software solution. A limited set of administrative functions shall be delegated to the Programs if adequate role-based-security can limit the scope of administrative actions available to non-IT staff.

Upon completion of knowledge transfer, to ITSD staff, they shall have the ability to configure, monitor, and administer the operational characteristics of any proposed software solution. This includes such characteristics as configuration, user management, web service modification, performance, availability, and overall utilization.

ITSD shall have the ability to obtain and/or verify Service Level Agreement (SLA) data. ITSD shall have access to the SLA raw data, download this data, and review the information to determine if the contractually agreed to SLAs have been met. ITSD shall have the ability to add, delete, and suspend users of the software solution and to perform other user management functions such as the assignment of roles, generation of initial passwords, generation of password resets, etc.

7.9. Mandatory-Optional Requirements

Mandatory Optional requirements FG-93 through FG-95 (below) and as identified in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#), are not negotiable. To be considered responsive, all requirements identified as (MO) must receive a cost in the [EXHIBIT C: COST WORKSHEETS](#). It is at the State's option/discretion on whether to utilize the option and execute an amendment to the contract.

Requirement #	Requirement Description
FG-93	The system shall support bi-directional data exchange with state and federal systems, values determined by DCC and provide fail and success reports, for new legislative driven license types.
FG-94	The system shall support the configuration and management of new legislatively-

Requirement #	Requirement Description
	mandated license types (up to five in total), including fees, variable fee rules, expiration date assignment rules, eligibility rules, owner relationship requirements, and required licensing disclosures.
FG-95	The system shall support modification of license types to conform with legislatively-mandated changes to fees, variable fee rules, expiration date assignment rules, eligibility rules, owner relationship requirements, and required licensing disclosures.

8. Contractor Hosted Facility Environment

The cloud solution shall be hosted at a provider-operated facility and must be compliant with GovCloud (US) standards and meet all applicable moderate FedRAMP requirements for security and authorization. Refer to [EXHIBIT D: IT - GP CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP \(Cloud\)](#).

9. State's Roles and Responsibilities

The DCC Contract Representative is the contact person to whom all Contractor communications may be addressed. The following describes the responsibilities of DCC:

- A. Review the agreement and associated documents with the Contractor, as needed, to ensure understanding of the responsibilities of both parties.
 - A. Coordinate and schedule meetings between the Contractor and state key personnel.
 - B. Review and assess Contractor tasks and deliverables for quality and completeness and ensure the technical requirements of the Agreement are met.
 - C. Provide Contractor(s) with sufficient and timely access to appropriate documentation and DCC staff, as appropriate, to facilitate the execution of the Contractor tasks and deliverables as in [SECTION 15. Contractor Tasks and Deliverable Requirements](#).
 - D. Provide information regarding the data, and schedule the availability of the DCC personnel for interviews, as required by the Contractor to perform its responsibilities.
 - E. Provide Contractor with standard Department imaged desktop(s), phone equipment, and standard cubicle and/or office working facilities at any of the DCC sites and/or other locations specified by the DCC, as necessary, with limited network connectivity to access team working documents.
 - F. Provide (and require signature as applicable) the Contractor staff the applicable policies and procedures for review/ signature, such as Sexual Harassment Training Policy, confidentiality, DCC facilities, security, and Internet usage policies

The State will have staff who can perform the following roles and responsibilities:

Role	Responsibility
Executive Sponsor	The Executive Sponsor plays a vital leadership role by championing the project throughout the State of California within the Programs, Department, Agency, and State Stakeholders.
Product Owner	The Product Owner establishes the vision for the product and serves in a leadership role. They prioritize the business needs, provide input to the Vendor regarding defects, and validate requirements. They also determine the severity and priority of any software defects discovered through testing.
Project Director	The Project Director assists the Executive Sponsor with external stakeholder management specific to technical scope. The Project Director supports the Project Manager Team by working directly with the Executive Sponsor and external stakeholders to ensure that decisions that impact the technical scope are managed appropriately by defining and implementing a governance structure.
Project Manager Consultant (State)	The Project Manager manages the day-to-day activities of the team and works with the Product Owner and Vendor to ensure an effective, user-focused product that meets the business needs.
Project Management Staff	Project Management Support Staff assist the Project Director and Project Manager in the day-to-day project management activities in support of the project.
Subject-Matter Experts	Subject-Matter Experts will provide business clarification on requirements and may review project deliverables and participate in testing.

Independent Verification and Validation (IV&V) Staff	IV&V staff provide independent review and analysis of specific project activities and documentation related to the solution and requirements, monitor the requirements to ensure they meet the stated business needs, monitor the solution to ensure it meets the requirements, and review the ongoing project.
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10. Contractor's Roles and Responsibilities

In partnership with the DCC, the Contractor shall provide the software and Key and non-key staff to implement the SaaS solution to meet the DCC's requirements. The Contractor's scope of work shall include:

- A. Provide a licensing and compliance cloud SaaS product and any other software products required to meet all requirements identified in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).
- B. Set up and provision the production and all required non-production environments of the SaaS product.
- C. Provide a Key and non-key staff that meets the minimum Key and non-key staff qualifications/ experience requirements as outlined in this request and the resulting Agreement.
- D. Provide technical services for all activities associated with the execution of the deliverables, tasks, and responsibilities identified in this SOW.
- E. Unless otherwise specified by the DCC Project Director, Contractor shall use Microsoft Office Professional Suite 2010, for supporting word processing documents, Microsoft Excel 2010 for spreadsheets, Microsoft PowerPoint for presentations and Microsoft Project for the schedule. The media of delivery shall be compatible with the DCC document storage devices.
- F. The Contractor shall establish integrations with cloud-based systems of record(s).
- G. The Contractor shall work collaboratively with DCC resources for the sole purpose of performing the work specified in this agreement.
- H. The Contractor shall not connect non-DCC personal computers to the DCC network without prior written approval.
- I. The Contractor shall complete all tasks and deliverables within the periods specified in the State-accepted project System Development Plan and shall submit them to the appropriate DCC project representative.
- J. Upon engagement, the Contractor shall comply with and sign all applicable DCC policies and procedures, including but not limited to those relative to discrimination, sexual harassment, confidentiality, conflict of interest, privacy, security, facilities, personal computing device and Internet usage.

- K. Prior to the termination of the agreement, the Contractor shall return all DCC property, such as card keys, office equipment, and project documentation upon demand by DCC.

The DCC Projects follow a hybrid/modular approach with aspects similar to the California Agile Framework ([CA-Agile](#)) and the California Project Management Framework ([CA-PMF](#)). The CA-Agile was developed by the California Department of Technology's (CDT) California Project Management Office and it provides practical guidance for managing iterative incremental project delivery activities. The CA-PMF is a customized project management methodology derived from the Project Management Institute's process groups. The CA-PMF follows best practices based on the State processes and the Project Management Body of Knowledge. The Contractor will direct and implement the CSI project's SaaS solution through a development approach, as presented in their [ATTACHMENT 17: NARRATIVE RESPONSE](#). Upon contract award, a more defined and detailed description will be provided in the System Development Plan in order to meet the requirements in this SOW.

11. Key Staff Qualifications and Skills

KEY STAFF QUALIFICATIONS AND SKILLS

The Contractor is fully responsible for providing staffing resources to successfully complete the tasks, deliverables, and performance standards set forth in this SOW. The proposed staff must be capable of fulfilling all roles and tasks/deliverables outlined in this SOW.

Based upon DCC business needs, DCC requires the following number of key staff personnel to provide support under this Agreement.

Mandatory Minimum qualifications	Desirable Qualifications
Key Staff: Project Manager (1)	
1. Bachelor degree in Business Administration, Information Technology, Project Management or Computer Science. If the degree is not in English, it must be accompanied by an evaluation performed by a member of the National Association of Credential Evaluation Services (NACES).	1. One (1) to three (3) years of experience as the Project Manager implementing or maintaining a Cannabis Licensing and Compliance system.
2. Four (4) years of experience as a Project Manager on a large scale complex IT project for	

Mandatory Minimum qualifications	Desirable Qualifications
a government agency (City, State, County or Federal), managing the end-to-end design, development and implementation (DDI) of software solutions.	
3. Two (2) years managing cross-functional project teams, ensuring alignment with organizational goals, budgets, and timelines.	
4. Two (2) years developing, updating, and executing project management plans, and must have experience in managing all the following: scope, schedule, resource allocation, risk, and stakeholder communication.	
5. Two (2) years applying standard project management methodologies and Agile, Scrum, or hybrid approaches using modern project management tools.	
6. Project Management Institution (PMI) Project Management Professional (PMP) certification.	
Key Staff: Scrum Master (1)	Desirable Qualifications
<p>1. Bachelor's degree in Business Administration, Information Technology, Project Management or Computer Science.</p> <p>If the degree is not in English, it must be accompanied by an evaluation performed by a member of the National Association of Credential Evaluation Services (NACES).</p>	<p>1. One (1) to three (3) years of experience as the Scrum Master implementing or maintaining a Cannabis Licensing and Compliance registration system.</p>
2. Four (4) years of experience as a Scrum	2. Scrum Master Certificate

Mandatory Minimum qualifications	Desirable Qualifications
Master on a large-scale complex IT project and must have experience in managing all the following: facilitating Agile ceremonies, daily stand-ups, sprint planning, reviews, and retrospectives.	
3. Two (2) years of experience maintaining sprint velocity, ensuring a collaborative and self-organizing environment.	
4. Two (2) years of experience partnering with Product Owners and must have experience in managing all the following: prioritize and refine backlogs, manage stakeholder expectations, and deliver increments.	
Key Staff: Business Analyst Lead (1)	Desirable Qualifications
<p>1. Bachelor degree in Business Administration, Information Technology, Project Management or Computer Science.</p> <p>If the degree is not in English, it must be accompanied by an evaluation performed by a member of the National Association of Credential Evaluation Services (NACES).</p>	<p>1. One (1) to three (3) years of experience as the Lead Business Analyst implementing or maintaining a Cannabis Licensing and Compliance system.</p>
2. Four (4) years of experience as a Business Analyst on a large-scale complex IT project and experience must be in a regulatory, licensing, and compliance system.	
3. Two (2) years overseeing a team of business analysts and coordinating with cross-functional teams to ensure consistency and quality of	

Mandatory Minimum qualifications	Desirable Qualifications
analysis deliverables (e.g., business process models, user stories, use cases).	
4. Two (2) years leading business analysis efforts across the full project lifecycle, and must have experience in all of the following: requirements analysis, user story development, documentation, validation, and traceability.	
Key Staff: Configuration Lead (1)	Desirable Qualifications
<p>1. Bachelor degree in Information Technology, Computer Science, Information Systems Management, or Engineering.</p> <p>If the degree is not in English, it must be accompanied by an evaluation performed by a member of the National Association of Credential Evaluation Services (NACES).</p>	<p>1. One (1) to three (3) years of experience as the Configuration Lead implementing or maintaining a Cannabis Licensing and Compliance system.</p>
<p>2. Four (4) years of experience as a Configuration Lead in a large-scale complex IT project and must have experience in managing all the following: coordinating cross functional teams (e.g. development, QA, or security, operations) to promote, deploy, and validate configuration changes across multiple environments (e.g. dev, test, staging, or prod).</p>	
<p>3. Two (2) years of experience in managing all the following: establishing and governing configuration management processes, defining standards, policies, and baselines for code, infrastructure, and environment configurations.</p>	

Mandatory Minimum qualifications	Desirable Qualifications
<p>4. Two (2) years of experience in managing all the following: leading continuous improvement by analyzing configuration incidents, root causes, and metrics to streamline releases and reduce defects.</p>	
Key Staff: Technical Architect Lead (1)	Desirable Qualifications
<p>1. Bachelor degree in Computer Science, Software Engineering, Information Systems Management, Computer Engineering or Systems Engineering.</p> <p>If the degree is not in English, it must be accompanied by an evaluation performed by a member of the National Association of Credential Evaluation Services (NACES).</p>	<p>1. One (1) to three (3) years of experience as the Technical Architect implementing or maintaining a Cannabis Licensing and Compliance system.</p>
<p>2. Four (4) years of experience as a Technical Architect Lead on a large complex IT project and must have experience on systems integration and data exchange between enterprise platforms and third-party applications.</p>	
<p>3. Two (2) years of experience in all of the following: leading data conversion and migration efforts, data mapping, transformation logic, data quality validation, and secure transfer of data between legacy systems and modern platforms.</p>	
<p>4. Two (2) years of experience in developing and maintaining technical architecture designs and artifacts ensuring traceability, auditability, and compliance with frameworks such as ITIL, ISO 20000, or NIST.</p>	

Mandatory Minimum qualifications	Desirable Qualifications
5. Two (2) years of experience leading the design and implementation of application programming interfaces (APIs).	

11.1. NON-KEY STAFF QUALIFICATION

All Contractor staff designated to perform the activities outlined in [SECTION 31. Maintenance and Operations \(M&O\)](#) must have no less than one (1) year of demonstrated experience providing monthly operational support for the proposed solution. However, any replacement of non-key staff shall follow the [SECTION 12. Key Personnel Changes](#)

At the State’s discretion, the Contractor shall provide evidence of minimum qualifications for personnel assigned to perform monthly service activities.

12. Key Personnel Changes

The Contractor must commit to the continuing availability and participation of the staff filling the key role(s) for the duration of the Project or for their proposed period of involvement (as defined in the System Development Plan). Except in the case of a leave of absence, sickness, death, termination or resignation of employment or association, or other circumstances outside the reasonable control of Contractor, the individual(s) designated to fill any of the key role(s) in Contractor’s Response shall not be removed by Contractor from performing their assigned tasks during the period of performance without the prior written approval of the State. The State recognizes that an unforeseen resignation or other events may cause key staff to be unavailable. The State Project Director reserves the right to approve or deny all of the Contractor’s proposed replacement key staff designated to fill any of the key role(s). Any of the proposed replacement must have the same or higher-level skills and experience as those requirements stated in the Contractor’s response (including Desirable qualifications that the Contractor proposed). Contractor must request approval of replacement staff designated to fill any of the key staff role(s) from the State Project Director in writing at least 10 State business days before they are scheduled to begin work on the project and such replacement staff shall not start on the Project without the State Project Director’s written approval.

If staff designated to fill any of the keyrole(s) submitted by the Contractor for the Contract is unable to participate in this Contract due to leaving the firm or having a significant health issue, they must

be replaced within 20 State business days.

The Contractor must provide a replacement key staff member who has equal or better qualifications and ratings. Replacement staff shall be subject to all the same requirements as the original proposed key staff. The Contractor must submit to the State Project Director, for consideration of any replacement staff, the applicable Key Staff Qualifications Form using [SECTION Key Staff Replacement Form](#), that indicates how the replacement staff meets or exceeds all the minimum requirements and any of the desirable project characteristics that were evaluated as part of the award and the resulting Agreement. The Contractor's request to replace staff must be approved in writing by the State prior to the replacement staff beginning work.

The State Project Director may, at its sole discretion, request additional information to substantiate whether the replacement staff is in compliance with the Contractor's response requirements.

The State Project Director will respond, in writing, indicating approval or rejection of the proposed replacement staff within five State business days after receipt of the request to replace staff; if the State Project Director requires additional information regarding the replacement personnel from references, such five-day period shall be increased by the number of days required to receive responses from all references in excess of one State business day. The State Project Director must approve replacement staff designated in writing before they begin work on the project.

If any of the proposed replacement staff designated to fill any of the key role(s) is rejected, the Contractor shall work diligently to promptly provide a qualified replacement to the State for approval within 10 State business days of the rejection.

The State will notify the Contractor concerning any issues and/or concerns the State has regarding the poor or otherwise unsatisfactory performance of any Contractor staff and the Contractor will have 10 State business days in which to remedy the State's issues and/or concerns. If Contractor has not remedied the issues and/or concerns regarding the Contractor staff within this period of time, the State reserves the right in its sole discretion to require the Contractor to replace such staff at any time thereafter. The State will notify the Contractor in writing when exercising that right. The Contractor, no later than 20 State business days of such notification, shall provide a replacement candidate.

The State recognizes that changes to Subcontractor(s) may be necessary and in the best interests of the State; however, advance notice of a contemplated change and the reasons for such change must be given to the State no less than seven State business days prior to the existing Subcontractor's termination. The State Project Director or designee must approve any changes to the Subcontractor(s) prior to the termination of the existing Subcontractor(s) and hire of the new Subcontractor(s) and such approval will not be unreasonably withheld or delayed. This also includes any changes made between submittal of the Contractor's RFP Response and Contract Award Date. The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new

Subcontractor(s) ready to begin work on the Contract.

13. Escalation Process

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the DCC's attention. Problems or issues shall normally be reported in regular status reports. There may be instances, however, where the severity of the problems justifies escalated reporting. To this extent, the Vendor will determine the level of severity and notify the appropriate DCC personnel. The DCC personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. Additional information regarding performance when submitting deliverables is defined in [SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work](#) and [SECTION 35. Service Level Agreements \(SLAs\)](#) defines other areas of service. To notify the DCC, the personnel include, but are not limited to, the following:

First level: DCC ITSD Project Director

Second level: DCC ITSD PMO Supervisor

Third level: DCC ITSD Chief Information Officer

14. Change Control Procedures

To ensure effective governance of CSI project, decision-making and operational oversight need to be executed as close as possible to the point where the action is required. The development framework approach identified by the Contractor to execute the CSI project will support decision-making at the lowest levels of the organization. This requires empowerment of the individuals by the decision body and excellent communication horizontally across the product teams and vertically throughout the governance hierarchy.

Minor refinements may be agreed upon between the Contractor and DCC Project Director or designee. Minor refinement of deliverables and/or work products are defined as having twenty-hours (20-hours) or less from contractor time from the original agreed upon scope of work. If both parties agree the request falls within a minor changes, then a formal change request is **NOT** required.

Minor refinements necessary for project inclusion will be approved by the DCC Project Director or designee and implemented within the appropriate project development phase **either in phase 1, which could constitute a production support refinement if phase 1 has been released to production, or included in phase 2 for release with the final project scope.**

Major refinement may be agreed upon between the Contractor and DCC Project Director or designee. Major refinement of deliverables and/or work products are defined as having twenty one hours (21-hours) or more refinement from contractor time from the original scope of work. If both parties agree the request falls within a major refinement, then a formal change request **IS** required. If a formal change request is required, a [ATTACHMENT 23: REQUEST FOR CHANGE FORM](#) will be required.

Major refinement will be submitted to the DCC's Information Technology Governance Council (ITGC) for discussion and recommendation and implemented **either in phase 1, which could constitute a production support if phase 1 has been released to production, or included in phase 2 for release with the final project scope.**

Formal [ATTACHMENT 23: REQUEST FOR CHANGE FORM](#) submitted and approved by the ITGC will be incorporated into the project scope and may require contract amendments to be executed, if beyond the Unanticipated Tasks referenced in [SECTION 37. Unanticipated Tasks](#) .

In circumstances where a project requirement or integration cannot be implemented due to factors beyond DCC's or the Contractor's control—such as an external entity's inability or refusal to participate, or dependency on unsupported legacy systems—DCC reserves the right to modify or remove the affected requirement or integration through the established Request for Change (RFC) process.

Changes through the RFC process shall not constitute non-performance by either party. When feasible, DCC and the Contractor will collaborate to identify reasonable alternatives that meet the project's intent within existing resource and technical constraints. Any resulting adjustments to cost, schedule, or deliverables will be managed through the standard RFC review and approval process and, if necessary, formal contract amendment.

Unless explicitly stated otherwise, all RFC's and Change Log documentation shall be created using 2010 (or later) versions of the following Microsoft applications: Word; Excel; PowerPoint; Visio; or Project.

SharePoint may be used as an alternative, but the Contractor shall verify application compatibility with the DCC Project Manager prior to creation or delivery of any electronic documentation. The delivery media shall be compatible with the State storage devices.

15. Contractor Tasks and Deliverable Requirements

The Contractor shall comply with all tasks and deliverables in [SECTION 15. Contractor Tasks and Deliverable Requirements](#) and subsections throughout the project execution.

The State, with the assistance of the Contractor, will determine the scope, sequence, and timing of WOAs as they relate to the execution of tasks described in this section.

15.1. Project Management Tasks

The Contractor's tasks outlined in the SOW and the Deliverables required from the Contractor for Project Management are defined in the following tables. These tasks comprise a set of activities and Deliverables for which the Contractor is responsible. The System Development Plan shall identify the Contractor's approach to developing and/or configuring the solution to meet the identified system requirements, including a section in the plan specifically outlining configuration management standards. The Contractor shall use the System Development Plan Deliverable-defined processes to develop and implement the solution.

Additionally, the DCC Project team has created a set of project management plans that the Project team will use to manage the Project. The Contractor must adhere to these plans and include the activities from these plans (e.g., attend risk management meetings), as described in the requirements, below, in its Project Schedule.

DCC will manage the project; however, the Contractor must proactively manage its responsibilities. The Contractor shall perform the following identified project management tasks and create and submit specified Project Management artifacts for the Project.

DCC recognizes the importance of allocating sufficient time for upfront planning activities (i.e., Sprint Zero). While this phase may require an extended duration (e.g., up to six months) to refine requirements and finalize the solution design, the exact timeline will be guided by the complexity of the effort (i.e., out-of-the-box requirements versus a third-party software integration) and the agreed-upon project schedule.

Table 15.1: Project Management Tasks and Deliverables

ID	Statement of Work Tasks
S.15.1.1	The Contractor shall lead a planning effort (i.e., Sprint Zero) in which the State and Contractor shall mutually agree to the scope of both phases of the project. The Project Schedule , System Development Plan , and Data Conversion Plan may be updated because of this planning effort.
S.15.1.2	The Contractor shall deliver its proposed Project Schedule : A detailed timeline of both project phases, tasks, and milestones, including Sprint cycles, and Go-Live activities. Must be updated bi-weekly and reflect dependencies and sequencing for review and approval per SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work .
S.15.1.3	The Contractor shall deliver its proposed System Development Plan : Outlines the Contractor's approach for developing and/or configuring the solution, including methodology (Agile/hybrid), configuration standards, environments, and release strategy. Includes configuration management standards, for review and approval per SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work .
S.15.1.4	The Contractor shall deliver its proposed System Security Plan : Defines security controls, compliance with FedRAMP/GovCloud standards, and measures for data protection, access control, and vulnerability management, for review and approval per SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work .
S.15.1.5	The Contractor shall deliver its proposed Technical Design Document : Provides detailed technical architecture, including system components, integrations, APIs, and data exchange specifications, for review and approval per SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work .
S.15.1.6	The Contractor shall deliver its proposed Functional Design Document : Documents functional requirements and how they will be implemented in the solution, including workflows, user roles, and business processes, for review and approval per SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products,

ID	Statement of Work Tasks
	and Other Contractor-Performed Work .
S.15.1.7	The Contractor shall deliver its proposed Maintenance and Operations Plan : Details how the Contractor will maintain and operate the solution post-implementation, including SLA adherence, monitoring, and support processes, for review and approval per SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work .
S.15.1.8	The Contractor shall deliver its proposed Disaster Recovery Plan : a formal strategy to ensure the continuity and restoration of critical IT systems and business services in the event of a disruption—such as a cyberattack, system failure, or natural disaster, for review and approval per section SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work .
S.15.1.9	The Contractor shall deliver its proposed Transition Plan : a formal strategy which includes handing over operational control, system documentation, and support mechanisms to the State for review and approval per section SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work .
S.15.1.10	The Contractor shall update its project schedule bi-weekly and deliver the Bi-Weekly : An updated version of the Project Schedule submitted every two weeks to reflect progress, changes, and upcoming tasks in a Microsoft Project .mpp format or agreed upon alternative.
S.15.1.11	By the fifth State business day of each month, the Contractor shall submit a Monthly Status Report for the prior month that summarizes completed tasks, in-progress activities, planned work, risks, issues, and open and closed change requests for the prior month.
S.15.1.12	The Contractor shall participate in meetings to discuss, define, and resolve integration issues, approaches, and specifications between the Platform and other IT systems.
S.15.1.13	Contractor shall co-host a Kick-off meeting with DCC to introduce stakeholders, Key Staff, validate roles, responsibilities, and set project expectations. The Contractor shall participate in other project meetings as needed.
S.15.1.14	The Contractor shall provide input for presentations and briefings as needed.

ID	Statement of Work Tasks
S.15.1.15	The Contractor shall produce impact assessments for proposed changes that have been assigned to the Contractor.
S.15.1.16	The Contractor shall implement approved changes that have been assigned to the Contractor.
S.15.1.17	The Contractor shall create and submit change requests for changes to DCC-controlled baselines that the Contractor is requesting as documented in the Change Control Management Plan.
S.15.1.18	The Contractor shall participate in Information Technology Governance Council (ITGC) meetings.
S.15.1.19	The Contractor shall create and submit draft versions of the Deliverables as scheduled in the Contractor's Project Schedule.
S.15.1.20	The Contractor shall update the draft Deliverables based on DCC-provided comments and shall submit the final Deliverables as scheduled in the Contractor's schedule as incorporated into the Master Schedule.
S.15.1.21	The Contractor shall submit all WOAs, Work Products, and Deliverables, to the DCC Project Director or designee.
S.15.1.22	The Contractor shall participate in the bi-weekly Risk and Issue Management meetings.
S.15.1.23	The Contractor shall identify and formally submit issues as identified by the Contractor.
S.15.1.24	The Contractor shall actively manage issues that have been assigned to the Contractor.
S.15.1.25	The Contractor shall facilitate and provide lessons learned and Sprint Retrospective meetings, as scheduled.
S.15.1.26	The Contractor shall identify and formally submit risks and issues as identified by the Contractor.
S.15.1.27	The Contractor shall actively manage risks and issues that have been assigned to the Contractor.
	End Project Management Requirements

15.2. Implementation and Interface Tasks

The Contractor Implementation Tasks defined in the SOW include all work efforts to define, configure, test, and implement the software solution using an Agile methodology. The following SOW requirements are documented based upon the Contractor's use of the software as required by the State.

The State requires the Contractor to be responsible for all configurations to the Solution during the project phase. Therefore, for the State to control the configurations to the software solution, the State requires specific Deliverables to be developed and submitted by the Contractor to be approved by the State. In addition, the State and the Contractor shall use a formal Change Management Process as defined in the State's Change Control Management Plan. The following SOW requirements identify the tasks required for the Contractor to perform.

15.2 Implementation and Interface Tasks and Deliverables

ID	Statement of Work Tasks
Implementation	
S.15.2.1	<p>The Contractor shall provision, configure, and maintain all required system environments, including:</p> <ul style="list-style-type: none">i. Production Environmentii. Non-production Environments <p>within its GovCloud–hosted architecture. These environments shall be set up in accordance with applicable security, compliance, and performance requirements.</p> <p>The Contractor shall supply and make available the cloud SaaS solution's all environments to the DCC throughout the term of the agreement. The Contractor shall propose the set of non-production environments, in the EXHIBIT C: COST WORKSHEETS . A production environment is required.</p>
S.15.2.2	<p>The Contractor shall implement, configure, and validate all system functionality in accordance with the documented EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS including but not limited to performance, security, scalability, availability, and usability standards.</p>
S.15.2.3	End Implementation tasks
Interface Control	
S.15.2.4	<p>The Contractor shall develop and deliver an Interface Control Document: Defines each system interface (input and output), including message formats, sender/receiver</p>

ID	Statement of Work Tasks
	details, encoding, error handling, and logging requirements.
S.15.2.5	The Interface Control Document shall document the data logging and reporting provided by the interface to identify the activity performed by each interface.
	End Interface Control tasks

15.3. User Story Development Tasks

The objective of the User Story Development Tasks is to document the detailed application functionality of the IT Solution. The Contractor shall draft the initial User Story, including the core statement, acceptance criteria, pre-condition, post-condition, and requirement mapping. The State shall validate the completeness of the User Story.

The Contractor's development methodology in the System Development Plan may expand upon a State-developed individual process and associated sub-processes to understand the context of System Requirements before drafting User Stories. The Contractor will then proceed with developing User Stories for the selected process and sub-processes in an iterative-type approach. However, it is important that the Contractor validate and review all business processes and sub-processes throughout the Scrum development.

The Contractor shall ensure that the User Stories are traceable to the system requirements and adhere to the State's definition of done and ready.

In addition, the User Story Development tasks shall define and document the interfaces required for supporting fully automated data transfer and system to system communications.

The Contractor shall adhere to the development methodology, as defined in the State-approved System Development Plan, for identifying, eliciting, documenting, and validating the requirements (User Stories) and Deliverables.

Table 15.3 Product Backlog and User Story Tasks

ID	Statement of Work Tasks
S.15.3.1	The Contractor shall develop and deliver a Product Backlog : A prioritized list of user stories mapped to functional requirements, maintained throughout the project lifecycle, prior to beginning the development of Sprint 1.

ID	Statement of Work Tasks
S.15.3.2	The Contractor-provided Product Backlog shall include a mapping that identifies all the functional requirements covered.
S.15.3.3	The Contractor shall utilize the DCC's defect and enhancement tracking tool and provide best practices to store the User Story(s), establish requirement traceability.
	End of Product Backlog (User Stories) Requirements

15.4. Test Support Tasks

The objective of the Test Support Tasks is for the Contractor to provide testing support for the Solution. The State shall engage in and lead testing for individual Sprints, regression testing, and end-to-end business process testing prior to the completion of each phase. This testing shall be supplemental to any testing the Contractor completes as identified in the System Development Plan.

Table 15.4: Test Support Tasks

ID	Statement of Work Tasks
S.15.4.1	The Contractor shall utilize the software provider's test environments to perform testing for Sprint development, Sprint enhancement efforts, and M&O throughout the life of the contract.
S.15.4.2	The Contractor shall perform configuration updates and refreshes to the test environments to keep the test environments consistent with the production environment and the Solution under test.
S.15.4.3	The Contractor shall utilize the DCC's software defect and tracking tool.
S.15.4.4	The Contractor shall provide the State unlimited access to any Contractor-provided test tools to record defects and to generate reports.
S.15.4.5	The Contractor shall provide the State with Contractor-provided test tools training.
S.15.4.6	The Contractor shall deliver its proposed Test Management Plan : Outlines testing strategy, environments, test scripts, acceptance criteria, and defect management processes, for review and approval per SECTION 16. Acceptance, Review, and Correction of Deliverables, Work

ID	Statement of Work Tasks
	Products, and Other Contractor-Performed Work
S.15.4.7	The Contractor shall support and provide testing of the software product upgrades throughout the term of this agreement.
	End of Test Support Requirements

15.5. Sprint Tasks

The objective of the Sprint Tasks is to implement the Solution in a production cloud environment. Readiness of the cloud to support production is critical for the State. Readiness not only includes the installation and checkout of the environment but also the monitoring, M&O readiness, SLA reporting, etc; it is a total system view of readiness.

The State anticipates that Project completion will be achieved through the progressive decommissioning and replacement of two existing legacy systems, with each phase addressing one legacy system independently.

Phase 1 shall include the configuration, development, and implementation of the proposed SaaS solution for one designated legacy system (CLEAR or CLS), including all required data conversion and migration activities necessary to support a production launch and go-live for that system. Upon successful completion of Phase 1, the solution shall be operational and in use by internal and external users. Deployment of Phase 1 shall not relieve the Contractor of its obligation to continue delivery of Phase 2 functionality.

Phase 2 shall include the configuration, development, and implementation of the proposed solution for the remaining legacy system, including all required data conversion and migration activities, resulting in full Project completion and replacement of both legacy systems.

Each phase shall include, at a minimum, planning, design, development, configuration, data migration, testing, and deployment, performed iteratively and incrementally in accordance with agile Scrum practices and the approved Contractor Tasks and Deliverables per [SECTION 15. Contractor Tasks and Deliverable Requirements](#). Each phase shall result in a separately deployable and usable production release of the solution.

After production implementation of any functionality, the Contractor shall continue with the Sprint Tasks until the Contractor completes the remaining functionality and before the end of the contract. Because the Project is using an incremental Agile-based approach to software development, the Project will have a period during which functionality is live in production while the remaining balance of Project scope has yet

to be delivered to production. To clearly describe this, the period between the first phase and second phase launch would be a period in which functionality is live in production but the entire Project scope has not yet been delivered. During such a period, the Contractor shall update functionality already delivered to production if directed by the State via the [SECTION 14. Change Control Procedures](#).

Table 15.5: Sprint Tasks

ID	Statement of Work Tasks
S.15.5.1	The Contractor shall collaborate with the State to determine the User Stories from the Product Backlog to include in each Sprint.
S.15.5.2	The Contractor shall follow the State's Development Approach to execute each Sprint, which includes a Scrum Master and Scrum Development Team as well as a Daily Scrum and Sprint Cycle.
S.15.5.3	The Contractor shall develop and submit the Sprint Backlog (WP1), which contains the User Stories for a specific Sprint.
S.15.5.4	The Contractor shall develop and submit the Acceptance Criteria (WP2), which contains the acceptance criteria for each user story.
S.15.5.5	The Contractor shall develop and submit the Sprint Test Scripts (WP3), which contains the test scripts for a specific Sprint and will feed into the Test Scripts Deliverable.
S.15.5.6	The Contractor shall develop and submit the Sprint Test Results (WP4), which contains the test results for a specific Sprint and will feed into the Test Results Report Deliverable.
S.15.5.7	The Contractor shall develop and submit the Sprint Status Report (WP5), which contains the release burn-up chart, story scoreboard, release backlog, and earned value management data for a specific Sprint.
S.15.5.8	The Contractor shall refine the Product Backlog after each Sprint with the State's Product Owner, or more often as required by the State.
S.15.5.9	The Contractor shall refine Interface Control Documents after each Sprint if functionality in the Sprint resulted in changes to Interface functionality.
S.15.5.10	The Contractor shall organize a Sprint Retrospective Meeting within each Sprint to reflect on lessons learned.
S.15.5.11	After the completion of each Sprint, the Contractor shall submit the Sprint Package , which includes the following Work Products:

ID	Statement of Work Tasks												
	<table> <tr> <th>WP ID</th><th>Title</th></tr> <tr> <td>WP1</td><td>Sprint Backlog</td></tr> <tr> <td>WP2</td><td>Acceptance Criteria</td></tr> <tr> <td>WP3</td><td>Sprint Test Scripts</td></tr> <tr> <td>WP4</td><td>Sprint Test Results</td></tr> <tr> <td>WP5</td><td>Sprint Status Report</td></tr> </table>	WP ID	Title	WP1	Sprint Backlog	WP2	Acceptance Criteria	WP3	Sprint Test Scripts	WP4	Sprint Test Results	WP5	Sprint Status Report
WP ID	Title												
WP1	Sprint Backlog												
WP2	Acceptance Criteria												
WP3	Sprint Test Scripts												
WP4	Sprint Test Results												
WP5	Sprint Status Report												
S.15.5.12	The Contractor shall deliver a Sprint Package for each Sprint.												
S.15.5.13	The Contractor shall provide the Sprint support tools necessary that shall be accessible by the State.												
S.15.5.14	The Contractor shall provide the State unlimited access to the Contractor-provided Sprint tools.												
S.15.5.15	The Contractor shall provide the State with Contractor-provided Sprint tools training.												
	End of Sprint Requirements												

15.6. Training Tasks

The objective of Training Tasks is to have all State-identified users adequately trained to use and, as applicable, support the Solution. Contractor shall develop a comprehensive State-accepted training program for the delivered Solution. The Contractor shall execute the training program through Contractor-delivered training sessions to all State-identified stakeholder groups requiring training prior to each production release.

The following table 14.6A shows some of the stakeholder groups, who will use or support the Solution

Table 15.6A: Stakeholder Groups

Stakeholder	Examples
State Department	Program Staff (i.e., internal end users) Technical Staff

Stakeholder	Examples	Training the
	Help Desk Staff	
Industry Applicants/Licensees	Prospective applicants and licensees (i.e., external end users).	
General Public	Individuals who perform license lookup to verify license status and submit consumer complaints (i.e., external end users).	

stakeholder groups on the Solution will be a crucial step in the overall adoption of the Solution. The State expects the Contractor to draw upon experiences when providing these training services. The State shall provide on-line training tools and if needed, the Contractor shall conduct in-person training at a State-provided facility.

Table 15.6B: Training Tasks

ID	Statement of Work Tasks
	Training Plan
S.15.6.1	The Contractor shall develop and deliver a Knowledge Transfer and Training Plan which includes outlines of course descriptions and identifies prerequisites, training objectives, content, and length of classes for each of the referenced groups, for review and approval per SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work . The Knowledge Transfer and Training Plan shall also include a proposed schedule of training for all training groups.
S.15.6.2	The Contractor shall identify in the Knowledge Transfer and Training Plan its proposed delivery methodology for all State-identified stakeholder groups and identify all methods proposed to include but not be limited, E-learning facilitated, E-Learning self-paced, Self-paced learning (written materials), and , train-the-trainer and other proposed types.
S.15.6.3	The Contractor must identify in the Knowledge Transfer and Training Plan when the required “Train the Trainer” approach is feasible for the long term, and subsequent remediation training.

ID	Statement of Work Tasks
S.15.6.4	The Contractor shall describe in the Knowledge Transfer and Training Plan its lessons learned from its training experiences and how those lessons will improve the effectiveness of training.
S.15.6.5	The Contractor's approach for non-State entity training shall utilize methods that are repeatable and freely distributable by the State, e.g. Web content and instructional video content.
S.15.6.6	The Contractor's schedule for training shall be completed no earlier than 60 days prior to each phase released to production unless otherwise agreed to by the State and a final update to all training material after Training and all Implementations are completed..
	End of Training Plan Requirements
	Training Material
S.15.6.7	The Contractor shall develop and deliver Knowledge Transfer and Training Plan materials in electronic format as directed by the State for the participants including all Stakeholder groups. The Training Material shall at a minimum include system screenshots, step-by-step walkthroughs, and narrative sections. The Training Material, once accepted, shall be considered the property of the State.
S.15.6.8	End of Training Material Requirements
	Training Delivery
S.15.6.9	The Contractor shall develop and deliver a Knowledge Transfer and Training Delivery Evaluation Summary Report to evaluate feedback from all training participants on the quality and effectiveness of its training delivery. Contractor shall share completed evaluations with DCC.
	End of Training Delivery Requirements

15.7. Data Conversion Tasks

The objective of the Data Conversion Tasks is to plan and execute the conversion activities critical to ensuring continuity of business as the Programs implement new functionality during the project. Data Conversion is a common driver of complexity and risk on projects, and the activities below reflect the State's intent to limit Data Conversion scope to only the data and systems that absolutely require it. The

Table 15.7A below represents descriptive information on the major systems of record currently used by the Programs. The proposed software solution must include the data migration tools required to complete the data conversion scope and included within the Data Conversion Plan.

Table 15.7A: Major Existing Systems of Record

System Name	High Level System Functionality	Technical Information
Accela Cannabis Licensing, Enforcement and Reporting (CLEaR) System	<p>The CLEaR system focuses on the licensure and regulatory oversight of cannabis retailers, distributors, laboratories, transporters, micro-businesses, event organizers and manufactured cannabis. Business processes include:</p> <ul style="list-style-type: none"> • Processing applications • Tracking licensee activities, • Ensuring compliance with state laws, • Contains functionality to support Compliance and Enforcement activities as applicable to the licensing process within the system, • Records payments received, • Tracks application requirements to qualify for licensure (fingerprint background check results, etc.), • Generates automated and manually triggered letters suitable for mailing; • Replicates data to a separate database for reporting. 	<p>Accela cloud-based software-as-a-service (SaaS)</p> <p>Native configuration</p> <p>Customizable scripting, such as Python and Java scripting.</p>

System Name	High Level System Functionality	Technical Information
System Name	High Level System Functionality	Technical Information
Accela Cultivation Licensing System (CLS)	<p>The CLS is specifically tailored to support the licensure and oversight of cannabis cultivation activities. This includes processes related to cannabis growers, raw product processing facilities, and nursery operators throughout California.</p> <ul style="list-style-type: none"> • Processing applications • Tracking licensee activities, • Ensuring compliance with state laws, • Contains functionality to support Compliance and Enforcement activities as applicable to the licensing process within the system, • Records payments received, • Tracks application requirements to qualify for licensure (fingerprint background check results, etc.), • Generates automated and manually triggered letters suitable for mailing; • Replicates data to a separate database for reporting. 	<p>Accela cloud-based software-as-a-service (SaaS)</p> <p>Native configuration</p> <p>Customizable scripting, such as Python and Java scripting.</p>

Table 15.7B: Data Conversion Tasks

ID	Statement of Work Tasks
S.15.7.1	The Contractor shall collaborate with the State to determine the most effective data conversion strategies to minimize risk and complexity while preserving business continuity and viability of new functionality.
S.15.7.2	The Contractor shall develop and deliver for the State's approval, a Data Conversion Plan to the State for review and approval per SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work . The Data Conversion Plan shall identify: the detailed scope of the data to be converted prior to phase 1 and 2; analyze

15.8.

ID	Statement of Work Tasks	Go-Live
	existing data tables and structure, create data dictionary, data cleansing and correction, methodology of the data conversion, tools used to convert the data and how they will be used; and any scheduling dependencies to align conversion tasks with other development tasks. Scheduling dependencies shall also be included in the Project Schedule.	
S.15.7.3	The Contractor shall complete conversion and migration of all data identified in scope in the Data Conversion Plan in accordance with the Project Schedule.	
	End of Data Conversion Requirements	

Tasks

The objective of Go-Live Tasks is to ensure that the Contractor and State collaborate for a successful production launch of both major phases.

Table 15.8A: Go-Live Tasks

ID	Statement of Work Tasks
S.15.8.1	The Contractor shall develop and deliver for the State's approval, a Go-Live Plan to the State for review and approval per SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work . Go-live plan details activities, roles, and checklist for phase 1 and 2 production deployment, including readiness criteria and rollback procedures.
S.15.8.2	The Contractor shall develop and deliver a Go-Live Report : Documents lessons learned, issues encountered, and recommendations following each production release, for review and approval per SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work
	End of Go-Live Requirements

15.9. Full System Acceptance Tasks

Full System Acceptance is defined as achieving a period of stability of 45 consecutive calendar days upon

the completion of the implementation of all functional and non-functional requirements identified in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and final phase as defined in the approved Project Schedule (“Full System Acceptance Period”). The conclusion of the final phase shall be identified explicitly in the Project Schedule. Severity 1 and 2 in the Service and Support Requirements in [SECTION 35. Service Level Agreements \(SLAs\)](#) are those deficiencies attributed, in DCC’s sole discretion, to the Contractor’s scope of responsibility. Unless otherwise agreed, if a Severity 1 and 2 deficiency occurs during the FSA period, the 45-day clock will restart upon contractor’s resolution of the deficiency and the fix is successfully migrated to production.

Unless otherwise agreed, deficiency resolution will be performed at the Contractor’s own expense for all deficiencies that are covered during the FSA Period as specified above.

Table 15.9: Full System Acceptance Tasks

ID	Statement of Work Tasks
S.15.9.1	The Contractor shall be responsible for monitoring the internal cloud hardware, software, networks, and infrastructure to detect and resolve defects and incidents as defined in the +ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK SECTION 34. Service Level Agreement (SLAS).
S.15.9.2	Upon written notification from the DCC Project Director, the Contractor shall deliver the Full System Acceptance Attestation Letter : Formal confirmation from the Contractor that the system has achieved stability for 45 consecutive days after final release, for review and approval per SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work .
S.15.9.3	The Full System Acceptance Attestation Letter shall be delivered with all baselined system configurations and extension code provided in a format approved by the State at the time of Full System Acceptance.
	End of Full System Acceptance Requirements

16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work

This section supersedes the [IT GP Cloud Computing Services, DGS PD 402-ITGP \(Cloud\)](#) , Provision 7 – Inspection, Acceptance and Rejection (February 2025).

DCC will be the sole judge of the acceptability of all work performed, and all work products produced by the Contractor as a result of this SOW. Should the work performed or products produced by the Contractor fail to meet DCC's minimum conditions, requirements, specifications, or guidelines, the

following process will be employed, except as superseded by other binding processes.

16.1. Deliverable and Work Product Acceptance/Rejection Process

This section defines the procedures for the submission, review, acceptance, rejection, and correction of Contractor deliverables and work products, including review timelines, deficiency notifications, resubmissions, cure notices, and post-acceptance changes.

16.1.1. Work Order Authorization (WOA)-Based Approval Framework

All Deliverables and Work Products must be identified and approved within an [ATTACHMENT 21: WORK ORDER AUTHORIZATION FORM](#), prior to the commencement of any work. The WOA shall include the corresponding [ATTACHMENT 20: DELIVERABLE EXPECTATION DOCUMENT \(DED\)](#) DOCUMENT (DED) which defines the scope, schedule, format, content, and Acceptance Criteria for each item. No work shall begin on any Deliverable or Work Product until the WOA and its associated DED have been formally approved by the State. Any work initiated prior to WOA approval is performed at the Contractor's sole risk and may not be compensated or may require rework without payment.

16.1.2. Acceptance Overview

All Deliverables and Work Products are subject to formal State Acceptance. Acceptance shall be communicated exclusively through written notification from the State's Project Director via the WOA process, or through formal testing procedures as outlined in +SECTION 27 System Testing and Acceptance Procedures. No Deliverable or Work Product shall be deemed accepted without such written confirmation.

16.1.3. Submission and Review Process

The Contractor shall submit each Deliverable or Work Product by the due date in the approved Project Schedule, accompanied by a formal notification from the Contractor's Project Manager to the State Project Director. Submissions shall use agreed-upon tools (e.g., MS Teams, Jira Kanban, SharePoint) and include:

- An Approval section with submission date, recipient, author, and title.
- The applicable Deliverable Expectation Document (DED).

By submitting, the Contractor affirms that the Deliverable or Work Product meets the Acceptance Criteria and contractual requirements.

16.1.4. Review Timelines

Unless otherwise specified in the DED, the State shall review each submission within ten (10) State

business days. Concurrent reviews of multiple items may extend this timeline based on complexity, resource availability, and volume.

The State will assign technical and business teams to review respective components. Review periods may be extended at the State's discretion if additional time is needed to assess corrections or concurrent submissions.

16.1.5. Deficiency Notification and Correction

If deficiencies are identified, the State shall notify the Contractor in writing. The Contractor must correct deficiencies within five (5) State business days unless a longer period is approved based on scope.

Deficiencies will be assigned severity levels. These levels will be mutually defined post-award and reflect the impact on quality, completeness, and consistency.

16.1.6. Resubmission and Re-review

Corrected Deliverables or Work Products shall be reviewed within the same timeframe as the original submission. The State will make good faith efforts to identify all deficiencies during initial review, but any new or remaining issues will be addressed through the same notification and correction cycle.

16.1.7. Uncorrected Deficiencies and Corrective Action Plans (CAPs)

If deficiencies remain unresolved after 30 calendar days from initial or corrected submission, the State may request a CAP. The CAP must include:

- Root cause analysis
- Corrective actions
- Assigned resources
- Schedule

CAP execution requires written approval from the State Project Director. Progress shall be reported weekly and summarized in Monthly Status Reports. Completion is subject to State review and approval.

16.1.8. Cure Notice and Termination

If the CAP is rejected or the Contractor fails to cure deficiencies within the specified timeframe, the State may issue a Cure Notice per SECTION 16.3. Cure Notice. This provides up to 30 calendar days (or more, if warranted) to resolve issues. Failure to cure may result in contract termination under Provision 16 of the IT GP Cloud Computing Services, DGS PD 402-ITGP (Cloud) (February 2025).

The State may reject Deliverables or Work Products and any dependent items without penalty or liability,

and withhold payment until performance is cured.

16.1.9. Post-Acceptance Changes

No changes may be made to an accepted Deliverable or Work Product without prior written approval from the State. In case of conflict between documents, the most recent State-approved Deliverable shall prevail unless it omits a previously documented requirement.

16.2. Other Contractor Work Performed and Work Products Produced

1. DCC will notify the Contractor in writing within five (5) business days after discovery of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
2. The Contractor will, within five (5) business days after initial problem notification, respond to DCC by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed remediation plan to address the specific inadequacies and/or failures in the identified services and/or products.
3. DCC will, within five (5) business days after receipt of the Contractor's detailed explanation and/or proposed remediation plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan.
 - a. If DCC rejects the explanation and/or plan, the Contractor will submit a revised remediation plan within three (3) business days of notification of rejection.
 - b. DCC will, within three (3) business days of receipt of the revised remediation plan, notify the Contractor in writing whether it accepts or rejects the revised remediation plan proposed by the Contractor.
4. If a contractor project component or deliverable is rejected three (3) times by DCC, the Cure Notice process will follow.

16.3. Cure Notice

DCC will issue a cure notice to inform the Contractor in the event the Contractor fails to meet a project work product, component, requirement or deliverables. Upon issuance, the cure notice will specify how much time the Contractor has to remedy the condition, not to conflict with [SECTION 35. Service Level Agreements \(SLAs\)](#) or [SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work](#).

If the condition is not corrected within the period specified, the cure notice states that the Contractor may face termination of its Agreement in accordance with the DGS PD-402 ITGP Cloud Computing Software as a Service (SaaS) General Provisions-Information Technology (02/20/2025), section 16.3 Termination for Default.

16.3.1. Triggers for a Cure Notice

Cure notices may be triggered by any of the following conditions, or other conditions that arise in performance of the Agreement:

- The Contractor continues to miss agreed-upon deadlines.
- Quantifiable evidence is lacking to show that work is being accomplished
- The quality of deliverables does not meet DCC's standards.
- The Contractor is non-responsive to DCC requests, or
- The Contractor does not replace key staff, as outlined in [SECTION 12. Key Personnel Changes](#)

17. Data Handling and Ownership

The Contractor shall abide by provisions in [EXHIBIT D: IT - GP CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP \(Cloud\)](#) and [EXHIBIT E: SECURITY AND DATA PROTECTION](#) provisions to ensure proper access, ownership and security of data.

18. Reporting

Reporting in reference to the scope of work for this agreement, including deliverables, are identified in the sections of the [ATTACHMENT 25: APPENDIX A - STATEMENT OF WORK SECTION 2. Description of Proposed New System](#), [SECTION 10. Contractor's Roles and Responsibilities](#), [SECTION 15. Contractor Tasks and Deliverable Requirements](#), [SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work](#), [SECTION 29. Knowledge Transfer and Training](#), and [SECTION 31. Maintenance and Operations \(M&O\)](#).

19. Security

The Contractor shall abide by provisions in [SECTION 35. Service Level Agreements \(SLAs\)](#), [EXHIBIT D: IT - GP CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP \(Cloud\)](#), and [EXHIBIT E: SECURITY AND DATA PROTECTION](#) provisions to ensure proper access and security in the proposed solution.

20. Disaster Recovery

The Contractor shall abide by provisions in [EXHIBIT D: IT - GP CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP \(Cloud\)](#) to ensure business continuity in the event of a disaster.

21. Delivery (Software)

The Contractor shall supply the cloud SaaS solution to the DCC throughout the term of the agreement.

22. Software Needs

The Contractor shall provide the DCC with a cloud SaaS solution, and supporting software tools to meet the functional business requirements and non-functional requirements as described in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and comply with requirements in [SECTION 1. Exhibit D: IT GP Cloud Computing Services, DGS PD 402-ITGP \(Cloud\)](#), [EXHIBIT E: SECURITY AND DATA PROTECTION](#). All required supporting software tools shall be included in the [EXHIBIT C: COST WORKSHEETS](#).

23. Escrow Source Code

The Contractor shall document and deliver the custom code, if any, to DCC.

All custom code, if any, shall be stored in the DCC's Centralized Repository tool. DCC will use source code repository software, like "GitHub or similar repositories", to store custom code during the contract. The Contractor will be responsible for maintaining and updating versions of the code while in development and maintenance and operations.

The Contractor agrees to:

1. Deposit a copy of any DCC specific custom code of the proprietary software product(s) used in the implementation, and Maintenance support with documentation of the system in DCC's repository during the term of the Agreement.
2. If any of the original third-party code has been modified to meet the requirements of this SOW and resulting contract, then the Contractor agrees to deposit a copy of the DCC specific customizations made to the third-party proprietary software code in DCC's repository.
3. The Contractor guarantees that it will deposit a copy of revised or additional software code and documentation no later than bi-annually.
4. Documentation to be deposited includes the software build instructions, programming documentation, configuration information, and any other documentation used by the Contractor's staff to understand the code or to develop, compile, maintain, or update DCC specific customizations to the software.

Repository

1. The software shall be in a format agreed to by the DCC such that the DCC will be able to run and maintain the software should the need arise to obtain the code from the account.
2. The Contractor shall provide DCC with a text listing all files included in the repository.

Verification

In the event that the deposited material does not conform to the requirements, the Contractor shall promptly deposit the conforming material. Failure to meet this requirement will place the Contractor in breach of the Contract and may result in termination or other remedies available to the State pursuant to this agreement.

24. Compatibility and Interface

[SECTION 7. Solution Requirements](#) and [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) define compatibility and interface requirements. The Contractor shall develop Interface Control Documents (ICD's) that define the requirements necessary to interface with systems for the DCC, and external entities identified in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). The ICD's will identify each interface (input & output), which addresses the message, sender, encoding, channel, decoding, receiver, feedback, and noise. The ICD shall document the data logging and success and failure reporting provided by the interface to identify the activity performed by each interface.

25. System Implementation or Integration

The Contractor shall supply implementation of the cloud SaaS solution to the DCC throughout the term of the agreement. All integrations shall be documented in ICD's by the Contractor and used to integrate with DCC systems, and external entities of record as identified in [SECTION 24. Compatibility and Interface](#) and [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) that define compatibility and interface requirements.

26. Technology Refresh

The Contractor shall provide access to any software updates utilized to fulfill the requirements, tasks, and deliverables of this agreement. The software updates shall be made available free-of-charge and include any relevant software release notes. The State shall receive notification at least 120 days in advance of any planned software release. Failure to notify the State in advance of any planned software release may result in system downtime or defects associated with functionality. Any system downtime or defects resulting from failure to notify the State prior to a planned software release shall be subject to the Service Level Agreement timelines documented in [SECTION 35. Service Level Agreements \(SLAs\)](#) .

27. System Testing and Acceptance Procedures

As defined in [SECTION 10. Contractor's Roles and Responsibilities](#) , a non-production environment will be made available to support requirements validation, acceptance testing, and regression throughout system development. If, in the course of system design and development, additional environments are necessary the Contractor shall define the environments made available for system testing and acceptance activities.

The Contractor will coordinate development and testing efforts with DCC to implement the solution, including user acceptance testing, execution, and defect management. Test procedures will be defined and be supported by the Test Management Plan. Testing shall be performed during each development phase with test results reported in the Sprint Package. Prior to a production release, a pilot test with the DCC-identified Stakeholder groups will be executed in preparation for system readiness and Go-Live.

Delivery of a Go-Live Plan will include a mutually agreed upon Go-Live criteria, "go/no-go" checklist. Additional details are provided in [SECTION 10. Contractor's Roles and Responsibilities](#) and [SECTION 15. Contractor Tasks and Deliverable Requirements](#). Upon completion of full system development a 'System Acceptance' period as described in [SECTION 15.9. Full System Acceptance Tasks](#), will commence along with a Warranty Period ([SECTION 34. Warranty](#)).

28. Transition of Operation to New Contractor or to State

Transition Plan Submission

Upon notification from the State the, Contractor shall submit a detailed Transition Plan for State review and approval, per [SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work](#). The Transition Plan shall include:

1. An inventory of all Work Product, SaaS configurations, licenses, and tools used or developed under the Contract.
2. A schedule of transition activities and milestones.
3. Identification of system dependencies and successor systems.
4. Roles and responsibilities for both Contractor and State personnel.
5. Identification of any third-party products or services requiring continued licensing or support.
6. The transition period for CSI project shall be 90 days.

Work Product and SaaS Configuration Deliverables

Work Product Transfer: The Contractor shall transfer to the State or the new Contractor all source code, configuration files, scripts, APIs, integration components, and related materials developed exclusively under this Contract ("Work Product"). The State or the new Contractor shall receive all rights, title, and interest in such Work Product for its internal governmental use, including the right to maintain, modify,

enhance, and operate the Work Product after contract expiration or termination.

SaaS Configuration and Metadata: For the SaaS solution procured and implemented under this Contract, the Contractor shall provide all configuration documentation, system settings, metadata exports (to the extent supported by the SaaS platform), integration specifications, administrative credentials, and operational procedures required for the State to maintain and operate the SaaS solution. Metadata exports include, but are not limited to, system configuration definitions, custom objects, field definitions, workflows, rules, automation components, page layouts, and integration parameters, if not already included in the Technical and Functional Design Document Deliverables in [SECTION 15.1. Project Management Tasks](#).

Nothing in this Section shall require the Contractor or SaaS vendor to transfer proprietary source code or intellectual property owned by the SaaS platform provider.

License and Procurement Information Transfer

The Contractor shall provide procurement details for each software product or tool used under the Contract, including:

1. Vendor name, product name, version, license type, and expiration date;
2. The State-approved SKU or item number if available through a DGS leveraged procurement vehicle (e.g., CMAS, SLP, MSA);
3. Ordering instructions, contract numbers, and pricing tiers needed for future State procurement or renewal.

This information shall be delivered in a structured format (e.g., Excel or SharePoint list) as part of the Transition Plan deliverables.

Tool and Environment Access

The Contractor shall:

1. Provide administrative access to all environments (e.g., production and non-production) and tools (e.g., Jira, GitHub, CI/CD pipelines) used to develop or maintain the solution under this Contract.
2. Transfer all configuration documentation and user guides for such environments and tools.
3. Remove Contractor access upon completion of transition, following written confirmation from the State.

Validation and Acceptance of Transition Deliverables

The State shall validate the completeness and accuracy of all transition deliverables. Acceptance shall be based on:

1. Conformance to the approved Transition Plan;

2. Successful access to and operation of Work Product, SaaS configurations, and supporting tools;
3. Verification of license ownership or continued license availability;
4. Availability of procurement detail necessary for future State renewals and operations.

Failure to Transition

If the Contractor fails to complete the transition as required under this Section, the State may, withhold final payments until all obligations are met and initiate a Corrective Action Plan (CAP) or Cure Notice in accordance with +SECTION 13.2. Cure Notice

29. Knowledge Transfer and Training

The objective of Knowledge Transfer and Training Tasks identified in [SECTION 15.6. Training Tasks](#) is to have all State-identified users adequately trained to use and, as applicable, support the Solution per [SECTION 7.8. Information Technology Services Division \(ITSD\) System Maintenance](#) . Contractor shall develop a State-accepted training program for the delivered Solution. The Contractor shall execute the training program through Contractor-delivered training sessions to all State-identified stakeholder groups requiring training.

30. Phased Implementation and Production Support

Phased Implementation Approach

The Contractor shall deliver the Project using an agile scrum methodology and a phased implementation approach consisting of two phases, Phase 1 and Phase 2.

The State anticipates that Project completion will be achieved through the progressive decommissioning and replacement of two existing legacy systems, with each phase addressing one legacy system independently.

Phase 1 shall include the configuration, development, and implementation of the proposed SaaS solution for one designated legacy system (CLEAR or CLS), including all required data conversion and migration activities necessary to support a production launch and go-live for that system. Upon successful completion of Phase 1, the solution shall be operational and in use by internal and external users. Deployment of Phase 1 shall not relieve the Contractor of its obligation to continue delivery of Phase 2 functionality.

Phase 2 shall include the configuration, development, and implementation of the proposed solution for the remaining legacy system, including all required data conversion and migration activities, resulting in full Project completion and replacement of both legacy systems.

Each phase shall include, at a minimum, planning, design, development, configuration, data migration,

testing, and deployment, performed iteratively and incrementally in accordance with agile Scrum practices and the approved Contractor Tasks and Deliverables per [SECTION 15. Contractor Tasks and Deliverable Requirements](#). Each phase shall result in a separately deployable and usable production release of the solution.

Production Support Following Phase 1 Go-Live

Upon Phase 1 Go-Live, the Contractor shall provide Production Support for Phase 1 functionality while Phase 2 development activities continue.

Production Support shall commence immediately following Phase 1 Go-Live and continue through final Project acceptance or as otherwise specified in this Agreement. All Service Level Agreements per [SECTION 35. Service Level Agreements \(SLAs\)](#) shall be met for functionality live in production post phase 1 launch.

Scope of Production Support

Production Support activities may include, but are not limited to:

1. Resolution of production defects, bugs, and errors;
2. System stabilization and performance tuning related to Phase 1 functionality;
3. Configuration changes and data corrections necessary to maintain operational continuity;
4. Minor refinements required to support production operations, regulatory compliance, or business continuity

Production Support activities shall be prioritized through the Agile backlog and coordinated with the DCC Project Director or designee.

Production Support

Changes implemented in the production environment after Phase 1 Go-Live may constitute production refinements. Production refinements shall be classified and managed as follows:

- **Minor Refinements:** Mutually to be agreed upon between the Contractor and DCC Project Director or designee. Minor refinements of deliverables and/or work products are defined as having twenty (20) hours or less from contractor time from the original agreed upon scope of work. If both parties agree the request falls within a minor refinements, then a formal change request is **NOT** required.
- **Major Refinements:** Mutually to be agreed upon between the Contractor and DCC Project Director or designee. Major refinements of deliverables and/or work products are defined as having twenty-one (21) hours or more of contractor time from the original scope of work. If both parties agree the request falls within a major refinements , then a formal change request **IS**

required. If a formal change is required then a [ATTACHMENT 23: REQUEST FOR CHANGE FORM](#) will be required. Funding for approved RFC's will be allocated from the Unanticipated Task Fund.

Nothing in this section shall be construed to require the Contractor to perform major refinements or new functionality without an approved RFC or contract amendment.

Phase 2 Development

Phase 2 shall consist of remaining Project functionality as defined in the approved scope and Product Backlog. Phase 2 development shall proceed concurrently with Phase 1 Production Support unless otherwise directed by the State. Phase 2 deliverables shall remain subject to standard acceptance criteria and shall not be deemed complete solely by virtue of Phase 1 Go-Live.

No Waiver of Contractual Obligations

The provision of Production Support following Phase 1 Go-Live shall not constitute final Project acceptance, nor shall it waive any contractual requirements related to Phase 2 deliverables, security, compliance, documentation, or final acceptance.

31. Maintenance and Operations (M&O)

Maintenance and Operations (M&O) will commence upon completion of full system acceptance [SECTION 15.9. Full System Acceptance Tasks](#). During M&O, the Contractor shall maintain and support the solution as approved by the DCC in the M&O Plan per [SECTION 15.1. Project Management Tasks](#). Should the Contractor need to change any part of the solution that has achieved "Full System Acceptance" the Contractor must notify the DCC for approval prior to any change being made. Deficiency resolution will be performed at the Contractor's own expense for all Deficiencies that are covered under Warranty as specified in [SECTION 34. Warranty](#).

Since the Contractor is providing a cloud SaaS solution where the solution is providing a service to the DCC, Service Level Agreements (SLA) are critical for ensuring that the provided service meets the needs of the stakeholders and applies appropriate penalties should the service fall below contractually established thresholds. Service Level Agreements (SLA) are defined to objectively measure and report adherence to the threshold values and to invoke the mutually agreed upon contractual remedies for failing to provide the required levels of service. SLA's are defined in more detail in [SECTION 35. Service Level Agreements \(SLAs\)](#) . The SOW tasks and the deliverables required from the Contractor for the M&O period are defined in the following table. These tasks comprise a set of activities and deliverables for which the Contractor is responsible to maintain and configure the solution to meet the DCC needs once all functionality is in production. The tasks below would fall within the monthly services fee in the Exhibit C - Cost worksheets, 6. M&O Continuous Support tab.

Table 31A: Monthly Maintenance Support Tasks

ID	STATEMENT OF WORK TASK AND RESPONSIBILITY
S.31.01	Contractor shall provide all Service and Support Service requirements identified in SECTION 35. Service Level Agreements (SLAs) and respond to all technical issues and questions for each severity level identified.
S.31.02	The Contractor shall operate, monitor and maintain the solution in a Contractor- provided cloud SaaS environment through the life of the contract and document the approach in the State approved M&O Plan per SECTION 15.1. Project Management Tasks .
S.31.03	The Contractor shall not modify, alter, change, or cause to be changed any cloud SaaS boundary visible or behavioral functionality and interface of the Solution without pre-approval by the DCC through the contractual Change Management process.
S.31.04	The Contractor shall provide maintenance and operation services using staff that are located within the continental United States.
S.31.05	The Contractor shall perform the necessary work to address all impacts associated with product upgrades of the software solution as performed by the Contractor-engaged software provider.
S.31.06	The Contractor shall provide a Monthly M&O Report that, at a minimum, documents the M&O activities completed in the previous month, including all knowledge transfer or system support activities.
S.31.07	Contractor must correct all configuration, customization, and interface deficiencies, relating to all Severity Levels, as defined in SECTION 35. Service Level Agreements (SLAs) , which are known to the Contractor or reported by the State to the Contractor.
S.31.08	The Contractor shall create and submit updates to a knowledge transfer matrix, which shall be the document that details what system areas of knowledge transfer are complete and have been completely transitioned to State staff, and include the status in the Monthly M&O report.
S.31.09	The Contractor shall maintain all communications as per SECTION 32. Help Desk Support and ensure an established help desk support and ticketing system to track all incidents reported by the DCC and/or the Contractor.
S.31.10	The Contractor must develop and configure necessary minor refinements.

In addition to Fixed Monthly M&O Services, the Contractor shall provide designated Key Staff resources

outlined in [EXHIBIT C: COST WORKSHEETS](#), Continuous Enhancements, Improvements or Statutory and Legislative Changes. The WOA process identified in [SECTION 16. Acceptance, Review, and Correction of Deliverables, Work Products, and Other Contractor-Performed Work](#) shall be followed. Tasks in **Table 31B: Key Staff Tasks** identify tasks to be performed for designated Key Staff resources.

Table 31B: Key Staff Tasks

ID	STATEMENT OF WORK TASK AND RESPONSIBILITY
S.31.11	The Contractor must develop and configure legislative or regulatory driven mandates.
S.31.12	The Contractor must provide impact analysis, illicit and validate requirements, solution design, and documentation associated with legislative, regulatory, or business-driven changes.
S.31.13	The Contractor must develop and configure process improvements and enhancements requests, which may include, but not limited to reconfiguration of workflows, rules engines, integrations, data models, or reporting structures.
S.31.14	The Contractor shall perform technical triage, root cause analysis, and remediation of complex issues directly related to configuration, customization, development, or integrations that are outside the scope of routine operational support defined in Table 31A.

32. Help Desk Support

Support Model and Accountability

The Contractor shall serve as the single point of accountability to the State for production support of the CSI Solution, including coordination of Help Desk Support and technical support services provided by the SaaS solution provider and any other subcontractors after each phase of the project and after FSA per [SECTION 15.9. Full System Acceptance Tasks](#).

While Help Desk support services may be performed by the SaaS solution provider or other third parties, the Contractor shall remain fully responsible to the State for support performance, issue resolution, and compliance with this agreement.

Scope of Help Desk and Support Services

The Contractor shall ensure that Help Desk and support services collectively provide the following functions for the CSI Solution:

- Intake, logging, categorization, and tracking of incidents, service requests, and defects;

- Coordination of investigation, resolution, and recovery activities across all solution components;
- Communication of issue status, impacts, workarounds, and resolutions to the State;
- Escalation of unresolved, recurring, or high-impact issues in accordance with the approved escalation procedures; and
- Root cause coordination and corrective action tracking for recurring issues.

Support Hours and Availability

Help Desk support hours and availability applicable to the SaaS solution shall be defined and managed by the Contractor on behalf of the State.

The Contractor shall ensure that the defined support hours and coverage are sufficient to meet the operational requirements of the CSI Solution and shall coordinate after-hours or emergency support when required to address Severity 1 and Severity 2 incidents as defined in the [SECTION 35. Service Level Agreements \(SLAs\)](#) . Where the SaaS provider utilizes different severity definitions, the System Integrator shall be responsible for mapping and aligning those definitions to the State's severity framework in [SECTION 35. Service Level Agreements \(SLAs\)](#) , to ensure consistent communication and enforcement.

Reporting and Metrics

The System Integrator shall provide in it's monthly status report, the following:

- Incident volumes by severity and category;
- Resolution and escalation trends;
- Repeated or systemic issues and associated corrective actions;
- SaaS provider support performance summaries; and
- Open issues and risks requiring State attention.

33. Insurance Requirements

General Insurance Provisions

1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
2. Policy Cancellation or Termination & Notice of Non-Renewal – The Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event,

subject to the provisions of the Contract.

3. Deductible – The Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor obligations under the contract.
8. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the Contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion.
9. Available Coverages/Limits - All coverage and limits available to the Contractor shall also be available and applicable to the State.
10. Subcontractors - In the case of the Contractor's utilization of subcontractors to complete the contracted scope of work, the Contractor shall include all subcontractors as insured's under Contractor's insurance or supply to the State evidence of insurance of such subcontractors that is equal to the policies, coverages and limits required of Contractor.
11. Premiums - The Contractor / Permittee shall be responsible for any premium, deductible or self-insured retention in connection with any required insurance.
12. Required Insurance - By requiring the insurance herein, the State does not represent that the insurance coverage and limits will necessarily be adequate to protect the Contractor / Permittee and such coverage and limits shall not be deemed as a limitation on the Contractor's / Permittee's liability under the indemnities granted to the State in this Contract.
13. Insurance Certificate - Contractor shall provide an insurance certificate evidencing the required insurance coverage before work commences under this Agreement.

Commercial General Liability Insurance

1. The Contractor shall maintain general liability coverage on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. This insurance shall apply separately to each insured against whom a claim is made, or suit is brought subject to the contractor's limit of liability.

2. The policy must name the State of California, its officers, agents, employees, and servants are included as additional insurers with respect to work performed under this Contract.

Worker's Compensation Liability Insurance

The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of at least \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.

Professional Liability / Technology Errors & Omissions Insurance

Contractor shall maintain Professional Liability (Errors and Omissions) Insurance, including Technology Errors and Omissions coverage, with coverage limits of \$2,000,000 for each incident and \$4,000,000 aggregate. Coverage shall be sufficiently broad to respond to all duties, responsibilities, and obligations undertaken by the Contractor under this Agreement, including but not limited to: configuration, customization, data conversion, data migration, integrations, business process design, system development, system administration, SaaS implementation services, and ongoing production support. Coverage shall include, but not be limited to, infringement of intellectual property, copyright, trademark, trade dress, or other U.S. Intellectual Property Rights; privacy violations, information theft, and release, destruction, alteration, or unauthorized manipulation of data; extortion, ransomware, network security failures, and system intrusion; damages to, alteration of, loss of, or destruction of electronic data and State Data, whether held on Contractor-owned systems or on third-party cloud systems used by Contractor to perform this Agreement; breach response costs, digital forensics, restoration, regulatory fines and penalties where insurable, consumer notification costs, call center operations, and credit monitoring expenses.

The policy shall include, or be endorsed to include, coverage for the State's electronic data as "property" in the care, custody, or control of the Contractor. If not available under the Contractor's Professional Liability or Technology Errors and Omissions policy, such coverage must be provided through the Contractor's Cyber Liability Insurance.

The Retroactive Date (the earliest date for which the insurance policy will cover wrongful accts, errors, omissions, or incidents) must be no later than the date Contractor begins performing any work under this Agreement. Insurance must be maintained, and proof of insurance provided, for no less than five (5) years following the completion or termination of this Agreement.

If coverage is canceled or non-renewed and not replaced with a policy incorporating a Retroactive Date on or before the start of work under this Agreement, Contractor shall purchase Extended Reporting Period (ERP) coverage (also known as "tail coverage") of at least five (5) years.

Cyber Liability Insurance

Contractor shall maintain Cyber Liability Insurance with limits \$2,000,000 for each incident and \$4,000,000 aggregate. Coverage shall be sufficiently broad to respond to the Contractor's obligations under this Agreement and shall include, without limitation claims involving: information security and privacy liability; data breach liability; unauthorized access, use, modification, corruption, disclosure, or destruction of State Data; system failure, business interruption, and data restoration costs; ransomware/extortion payments (to the extent permitted by law) and related negotiation services; social engineering, spear phishing, and fraudulent instruction coverage; cloud-computing incidents, including those occurring on third-party hosted environments; breach response, incident response, and digital forensics expenses; regulatory investigations, assessments, fines, and penalties where insurable; notification, call center support, identity theft recovery, and credit monitoring services.

The Retroactive Date and Extended Reporting Period (ERP) requirements in the Professional Liability clause apply equally to Cyber Liability Insurance.

34. Warranty

Warranty Commencement and Applicability

The Warranty Period shall commence upon completion of Full System Acceptance, as defined in [SECTION 15.9. Full System Acceptance Tasks](#) of this Statement of Work.

The provisions of [EXHIBIT D: IT - GP CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP \(Cloud\)](#) EXHIBIT D: IT – GP Cloud Computing Services (DGS PD 402-ITGP) are incorporated herein by reference. The warranty provisions set forth below are intended to supplement and clarify, and not replace, the warranties provided in the General Provisions and applicable law.

Scope of Warranty

The Contractor warrants that all Software, Services, and Cloud Computing Services, including all configuration, customization, integrations, and deliverables developed or performed under this Agreement, shall conform in all material respects to the requirements, specifications, performance standards, and security controls in effect at the time of Full System Acceptance, as set forth in this Statement of Work and applicable exhibits.

This warranty shall remain in effect for the duration of the base contract period and optional years of the State's use of the Software, Services, and Cloud Computing Services with respect to conformance to the requirements accepted at Full System Acceptance, unless otherwise expressly stated in this Agreement.

Deficiency Coverage and Severity Definitions

For purposes of warranty enforcement, the term "material defects", as referenced in Section 8 of the

General Provisions, shall mean Deficiencies of Severity 1 or Severity 2 as defined in [SECTION 35. Service Level Agreements \(SLAs\)](#) . Deficiencies of Severity 3 or Severity 4 shall not constitute material defects unless otherwise agreed in writing by the State.

Deficiency Resolution

Unless otherwise agreed in writing, all Deficiencies covered under Section 8: Warranties and Representations of the [EXHIBIT D: IT - GP CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP \(Cloud\)](#) shall be corrected at the Contractor's sole expense, except to the extent the Deficiency is directly attributable to State-directed changes or State use inconsistent with documented specifications.

The Contractor shall:

- Acknowledge warranty claims within two (2) State business days; and
- Provide a proposed resolution plan within five (5) State business days, or such other timeframe as mutually agreed based on the complexity and severity of the Deficiency, subject to approval by the DCC Project Director or designee.

All warranty services, including remediation, re-performance, reconfiguration, or replacement, shall be provided at no additional cost to the State and shall not reduce any prepaid service entitlements.

Warranty Enforcement and Remedies

If the Contractor fails to correct a covered Deficiency within the agreed-upon timeframe, the State may, consistent with the terms of this Agreement and applicable law:

- Withhold payment;
- Require re-performance or replacement of deficient work at no additional cost;
- Require corrective action through the Corrective Action Plan (CAP) process; and/or
- Require a Cure Notice per +SECTION 13.2. Cure Notice
- Invoke termination or other remedies available under Section 16: Termination of [EXHIBIT D: IT - GP CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP \(Cloud\)](#).

The remedies set forth herein are cumulative and non-exclusive.

Warranty for Re-Performed or Replacement Work

Any Software, Services, or deliverables re-performed or replaced under this warranty shall be subject to a new warranty period commencing upon State acceptance of the corrected work and shall be subject to the same warranty scope and conditions as the original deliverable.

35. Service Level Agreements (SLAs)

Service Level Agreements (SLA) are critical for ensuring that the provided service meets the needs of the

stakeholders and applies appropriate remedies should the service fall below contractually established thresholds. Service Level Agreements (SLA) are defined to objectively measure and report adherence to the threshold values and to invoke the mutually agreed upon contractual remedies for failing to provide the required levels of service. The Contractor agrees to provide support to submit software and system defects and incidents. The SOW tasks required from the Contractor for the SLA's are defined in the following table along with the SLA's that will be used to measure service needs. These tasks and SLA's comprise a set of activities for which the Contractor is responsible to maintain and/or configure the solution to meet the DCC needs once in production.

ID	STATEMENT OF WORK TASK AND RESPONSIBILITY
S.35.01	The Contractor shall provide and manage the following SLA's for the Support Services for the solution.
S.35.02	The Contractor shall be responsible for monitoring the solution to detect and resolve any Severity 1 and Severity 2 incidents.
S.35.03	The Contractor shall monitor and manage the Solution to meet the contract SLAs throughout the duration of this contract and shall report the Service Level Agreement metric as soon as a change is made.
S.35.04	The Contractor shall provide Correction of Deficiencies services per the SLA.
S.35.05	Contractor must correct all Software Deficiencies relating to all Severity Levels (as defined in the SLA) which are known to the Contractor or reported by the DCC to the Contractor.

System Availability: Production Environment

TITLE	DESCRIPTION
Name	System Availability: Production Environment
SLA	The System is available 99.9%, excluding Exceptions and Scheduled Downtime
Measurement Process	<p>The Contractor shall be responsible for meeting System Availability SLA.</p> <p>The System Availability SLA shall be calculated as follows:</p> <p>1. Monthly Uptime % = (Maximum Available Minutes – Downtime) / Maximum Available Minutes X 100</p> <p><u>Definitions:</u></p>

TITLE	DESCRIPTION												
	<p>1. "Maximum Available Minutes" is the total accumulated minutes during a service period. Maximum Available Minutes is measured over the course of each calendar month.</p> <p>2. "Downtime" is the total accumulated minutes that are part of Maximum Available Minutes that have no connectivity.</p> <p><u>Exceptions:</u></p> <ol style="list-style-type: none"> 1. Failures of the DCC's internet connectivity. 2. Scheduled Downtime. 3. Due to factors outside reasonable control (i.e. natural disaster, acts of terrorism, or government action). 4. Resulting from services, hardware, or software not provided by Contractor. <p><u>Scheduled Downtime:</u></p> <ol style="list-style-type: none"> 1. All schedules outages, in whole or in part, shall be communicated to the client at least twenty-four (24) hours in advance. 												
Remedies for Availability Failures	<p>Each month the Contractor's performance fails to meet the SLA, the State will assess Liquidated Damages (LD) in the form of service credits deducted in full from any future invoice(s) until the credits are satisfied. The monthly recurring charges. Liquidated damages are calculated based on an annual period as indicated below.</p> <table data-bbox="596 1510 1390 2015"> <tr> <th data-bbox="597 1513 1009 1588">Availability of SLA</th><th data-bbox="1009 1513 1388 1588">LD AMOUNT</th></tr> <tr> <td data-bbox="597 1588 1009 1709">>=99.9%</td><td data-bbox="1009 1588 1388 1709">None. Meeting to discuss.</td></tr> <tr> <td data-bbox="597 1709 1009 1787"><99.9% but >=99.5%</td><td data-bbox="1009 1709 1388 1787">0.020% credit</td></tr> <tr> <td data-bbox="597 1787 1009 1864"><99.5% but >=99.0%</td><td data-bbox="1009 1787 1388 1864">0.040% credit</td></tr> <tr> <td data-bbox="597 1864 1009 1942"><99.0% but >=95.0%</td><td data-bbox="1009 1864 1388 1942">0.060% credit</td></tr> <tr> <td data-bbox="597 1942 1009 2015"><95.0%</td><td data-bbox="1009 1942 1388 2015">0.080% credit</td></tr> </table>	Availability of SLA	LD AMOUNT	>=99.9%	None. Meeting to discuss.	<99.9% but >=99.5%	0.020% credit	<99.5% but >=99.0%	0.040% credit	<99.0% but >=95.0%	0.060% credit	<95.0%	0.080% credit
Availability of SLA	LD AMOUNT												
>=99.9%	None. Meeting to discuss.												
<99.9% but >=99.5%	0.020% credit												
<99.5% but >=99.0%	0.040% credit												
<99.0% but >=95.0%	0.060% credit												
<95.0%	0.080% credit												

TITLE	DESCRIPTION
Measurement Period	Each calendar month, beginning with the first full calendar month after each phase of production deployment.
Reporting	<p>Any Unscheduled Downtime Minutes Attributable to the Contractor must be reported to the State within sixty (60) minutes of occurrence and documented and explained in writing to the State within two (2) business days.</p> <p>The Contractor shall report all occurrences and duration of each such Downtime, utilizing third-party monitoring tools, on the fifth day of the calendar month for the prior calendar month.</p>

Service and Support Requirements

TITLE	DESCRIPTION
Name	Service and Support Requirements
Severity Definition	<ol style="list-style-type: none"> “Severity 1 Incident” means a Critical Event causing a complete (100%) loss of a key safety related feature and prevents the ability to perform critical functions on the platform, excluding third party integrations. Associated with Client Platform outage or platform unavailability greater than or equal to 50% loss of usability of the system. “Severity 2 Incident” means a Serious Event causing a significant component of the platform or services to fail or to perform materially differently than designed, creating inconvenience for normal functions but workarounds exist for critical functions. “Severity 3 Incident” means a Medium Event (minor business impact) that had minimal current impact on the Client and causes a malfunction of a non-essential feature. “Severity 4 Incident” means a Low/Minor event that has low impact on the DCC and causes malfunction of a non-essential feature.
Severity Levels	<ol style="list-style-type: none"> Severity 1 Incidents shall have an initial response time of 1 hour with status update intervals every 1 hour until the event is resolved or severity of the event is lowered to 3 or 4. Severity 2 Incidents shall have an initial response time of 2 hours with

TITLE	DESCRIPTION																														
	<p>status update intervals every 4 hours until the event is resolved or severity of the event is lowered to 3 or 4.</p> <p>3. Severity 3 Incidents shall have an initial response time of 1 business day.</p> <p>4. Severity 4 Incidents shall have an initial response time of 2 business days.</p> <p>Severity 1 and 2 events will be provided support 24 hours a day, 7 days a week. Severity 3 and 4 events will be provided support during business hours, which are defined 8am to 5pm, Monday – Friday, except for US Public Holidays.</p> <p>The Contractors incident or ticketing system tool of record shall serve as the system of record for the purposes of enforcing the durations identified.</p> <p>Resolved = Incident remediation released to production and incident has not re-occurred.</p>																														
Measurement Process	If a production system incident resolution time is greater than the SLA for the incident priority, the SLA for that incident is not met.																														
Remedies for Severity Failures	<p>Each month the Contractor’s performance fails to meet the SLA, the State will assess liquidated damages in the form of service credits deducted from the next annual software subscription total cost as identified in the Cost Workbook.</p> <table><tr><th>FAILURE TO MEET SLA</th><th>LD Amount (Severity 1)</th><th>LD Amount (Severity 2)</th><th>LD Amount (Severity 3)</th><th>LD Amount (Severity 4)</th></tr><tr><td>First Failure</td><td>10% credit</td><td>5% credit</td><td>Meet to discuss</td><td>Meet to discuss</td></tr><tr><td>Second Failure</td><td>20% credit</td><td>10% credit</td><td>5% credit</td><td>1% credit</td></tr><tr><td>Third Failure</td><td>30% credit</td><td>15% credit</td><td>10% credit</td><td>5% credit</td></tr><tr><td>Fourth Failure</td><td>40% credit</td><td>20% credit</td><td>15% credit</td><td>10% credit</td></tr><tr><td>Greater than four failures</td><td>50% credit</td><td>25% credit</td><td>20% credit</td><td>15% credit</td></tr></table>	FAILURE TO MEET SLA	LD Amount (Severity 1)	LD Amount (Severity 2)	LD Amount (Severity 3)	LD Amount (Severity 4)	First Failure	10% credit	5% credit	Meet to discuss	Meet to discuss	Second Failure	20% credit	10% credit	5% credit	1% credit	Third Failure	30% credit	15% credit	10% credit	5% credit	Fourth Failure	40% credit	20% credit	15% credit	10% credit	Greater than four failures	50% credit	25% credit	20% credit	15% credit
FAILURE TO MEET SLA	LD Amount (Severity 1)	LD Amount (Severity 2)	LD Amount (Severity 3)	LD Amount (Severity 4)																											
First Failure	10% credit	5% credit	Meet to discuss	Meet to discuss																											
Second Failure	20% credit	10% credit	5% credit	1% credit																											
Third Failure	30% credit	15% credit	10% credit	5% credit																											
Fourth Failure	40% credit	20% credit	15% credit	10% credit																											
Greater than four failures	50% credit	25% credit	20% credit	15% credit																											
Measurement	Per Severity 1, 2, 3, or 4 Incident, beginning with the phase one.																														

TITLE	DESCRIPTION
Period	
Reporting	<p>The Contractor shall generate a report from Contractor's service management tool based on Incident Severity Level, Opened Date, Target and Actual Resolution Dates, Impact to Operations, Mitigation Steps, and Recovery Plan.</p> <p>The Contractor shall report all incident events within the Monthly Incident Report, as described in the Incident Management Plan. Upon agreement of the State, this monthly reporting requirement can be removed if the Contractor trains Department staff in how to obtain this information directly in the Contractors incident tracking system. The Contractor shall report all incident events, utilizing the service ticket tool, on the fifth day of the calendar month for the prior calendar month.</p>

DCC Security Risk Assessment

TITLE	DESCRIPTION
Name	DCC-identified Vulnerabilities
Vulnerability Definition	<p>1. "Critical" vulnerabilities that cause failure or are exploitable issues. Examples include Login bypass (e.g., broken authentication, SSO failure), Code injection or command execution, Data exposure, Critical misconfigurations impacting security controls.</p> <p>2. "High" vulnerabilities that weaken security but do not immediately expose data or require specific conditions to exploit. Examples include improper access control, lack of proper encryption for sensitive data in transit or at rest, improper session management, significant misconfigurations.</p> <p>3. "Medium" vulnerabilities that do not pose an immediate risk but could be leveraged in combination with other vulnerabilities. Examples include overly permissive role-based access control, logging deficiencies that hinder security monitoring, use of outdated or weak security protocols, insecure API configurations that expose unnecessary data.</p> <p>4. "Low" vulnerabilities that do not pose an immediate risk but are industry best practices. Examples include lack of security headers, use of weak cryptographic algorithms where no immediate risk exists, excessive information disclosure in error messages.</p>

TITLE	DESCRIPTION
Vulnerability Levels	<p>Response Time</p> <p>Critical:</p> <ul style="list-style-type: none"> •Initial Acknowledgment: Within 2 hours •Temporary Mitigation (workaround or restriction): Within 24 hours •Permanent Resolution: Within 5 days <p>High:</p> <ul style="list-style-type: none"> •Initial Acknowledgment: Within 4 hours •Mitigation Plan: Within 3 days •Permanent Resolution: Within 15 days <p>Medium:</p> <ul style="list-style-type: none"> •Initial Acknowledgment: Within 1 business day <p>•Mitigation Plan: Within 7 days</p> <p>•Permanent Resolution: Within 30 days</p> <p>Low:</p> <ul style="list-style-type: none"> •Initial Acknowledgment: Within 3 business days •Permanent Resolution: Within the next maintenance cycle (up to 90 days) <p>Additional Considerations</p> <ul style="list-style-type: none"> •Incident Notification: The SaaS provider must notify DCC within 2 hours of identifying a security issue affecting our organization. •Temporary Controls: If a fix cannot be applied immediately, an alternative risk mitigation plan must be provided. •Ongoing Communication: Regular updates on progress for unresolved issues. <p>The Contractor's incident or ticketing system tool of record shall serve as the system of record for the purposes of enforcing the durations identified.</p>
Measurement Process	If a vulnerability response time is greater than the SLA for the vulnerability level, the SLA for that incident is not met.
Remedies for Vulnerability Failures	Each month the Contractor's performance fails to meet the SLA, the State will assess liquidated damages in the form of service credits deducted from the next annual software subscription total cost as identified in the Cost Workbook.

TITLE	DESCRIPTION																														
	<table><tr><th>FAILURE TO MEET SLA</th><th>LD AMOUNT (Critical)</th><th>LD AMOUNT (High)</th><th>LD AMOUNT (Medium)</th><th>LD AMOUNT (Low)</th></tr><tr><td>First Failure</td><td>Meet to discuss</td><td>Meet to discuss</td><td>Meet to discuss</td><td>Meet to discuss</td></tr><tr><td>Second Failure</td><td>1% credit</td><td>Meet to discuss</td><td>Meet to discuss</td><td>Meet to discuss</td></tr><tr><td>Third Failure</td><td>3% credit</td><td>1% credit</td><td>Meet to discuss</td><td>Meet to discuss</td></tr><tr><td>Fourth Failure</td><td>5% credit</td><td>3% credit</td><td>1% credit</td><td>Meet to discuss</td></tr><tr><td>Greater than four failures</td><td>10% credit</td><td>5% credit</td><td>3% credit</td><td>1% credit</td></tr></table>	FAILURE TO MEET SLA	LD AMOUNT (Critical)	LD AMOUNT (High)	LD AMOUNT (Medium)	LD AMOUNT (Low)	First Failure	Meet to discuss	Meet to discuss	Meet to discuss	Meet to discuss	Second Failure	1% credit	Meet to discuss	Meet to discuss	Meet to discuss	Third Failure	3% credit	1% credit	Meet to discuss	Meet to discuss	Fourth Failure	5% credit	3% credit	1% credit	Meet to discuss	Greater than four failures	10% credit	5% credit	3% credit	1% credit
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Fourth Failure	5% credit	3% credit	1% credit	Meet to discuss																											
Greater than four failures	10% credit	5% credit	3% credit	1% credit																											
Measurement Period	Per vulnerability, beginning with the first System production release.																														
Reporting	<p>The Contractor shall generate a report from Contractor's service management tool based on Vulnerability Severity Level, Opened Date, Target and Actual Resolution Dates, Impact to Operations, Mitigation Steps, and Recovery Plan.</p> <p>The Contractor shall report all vulnerabilities, utilizing the service ticket tool, on the fifth day of the calendar month for the prior calendar month.</p>																														

Security Incident Notification Response Time

TITLE	DESCRIPTION
Name	Security Incident Resolution Notification Response Time
SLAs	Any breach of Departmental data present in the Contractor's software solution shall be reported to the Department immediately upon discovery. Within 24 hours of

TITLE	DESCRIPTION												
	discovery of the breach, the Department shall be provided details related to the breach including the specific data accessed, whether the data was encrypted or unencrypted, whether it included personal identifying information (e.g. name, driver's license, social security number), and the approximate date range, to the greatest degree of confidence possible, that the breached data was accessed.												
Measurement Process	Measurement will be performed using the time the Contractor learned of the incident to when the State received written notification.												
Liquidated Damages	<p>Each month the Contractor's performance fails to meet the SLA, the State will assess liquidated damages in the form of service credits deducted from the next annual software subscription total cost as identified in the Cost Workbook.</p> <table> <tr> <th>FAILURE TO MEET SLA</th><th>LD AMOUNT</th></tr> <tr> <td>First Failure</td><td>10% credit</td></tr> <tr> <td>Second Failure</td><td>20% credit</td></tr> <tr> <td>Third Failure</td><td>30% credit</td></tr> <tr> <td>Fourth Failure</td><td>40% credit</td></tr> <tr> <td>Greater than four failures</td><td>50% credit</td></tr> </table>	FAILURE TO MEET SLA	LD AMOUNT	First Failure	10% credit	Second Failure	20% credit	Third Failure	30% credit	Fourth Failure	40% credit	Greater than four failures	50% credit
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First Failure	10% credit												
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Third Failure	30% credit												
Fourth Failure	40% credit												
Greater than four failures	50% credit												
Measurement Period	Per Incident, beginning with the first System production release.												
Reporting	Any breach of Departmental data present in the Contractor's software solution shall be reported to the Department immediately upon discovery. Within 24 hours of discovery of the breach, the Department shall be provided details related to the breach including the specific data accessed, whether the data was encrypted or unencrypted, whether it included personal identifying information (e.g. name, driver's license, social security number), and the approximate date range, to the greatest degree of confidence possible, that the breached data was accessed.												

Security Incident Resolution Response Time

TITLE	DESCRIPTION												
Name	Security Incident Resolution Response Time												
SLAs	<table border="1" data-bbox="406 393 1564 942"> <tr> <th data-bbox="406 393 872 466">CATEGORY</th><th data-bbox="872 393 1564 466">RESOLUTION TIME FRAME CRITERIA</th></tr> <tr> <td data-bbox="406 466 872 643">Data Breach Involving Personal Identifying Information</td><td data-bbox="872 466 1564 643">Not more than 1 hour from discovery.</td></tr> <tr> <td data-bbox="406 643 872 814">Data Breach Involving Cannabis Product Supply Chain Data.</td><td data-bbox="872 643 1564 814">Not more than 12 hour from discovery.</td></tr> <tr> <td data-bbox="406 814 872 942">Data Breaches Including All Other Data Types</td><td data-bbox="872 814 1564 942">Not more than 24 hour from discovery.</td></tr> </table> <p data-bbox="386 975 1538 1207">When determining the resolution timeframe criteria for a given data breach, the timeframe shall be defined by the most sensitive data included in the breach. For example, if the breach included personal identifying information and cannabis supply chain data, the resolution timeframe criteria shall be not more than 1 hour from discovery.</p>	CATEGORY	RESOLUTION TIME FRAME CRITERIA	Data Breach Involving Personal Identifying Information	Not more than 1 hour from discovery.	Data Breach Involving Cannabis Product Supply Chain Data.	Not more than 12 hour from discovery.	Data Breaches Including All Other Data Types	Not more than 24 hour from discovery.				
CATEGORY	RESOLUTION TIME FRAME CRITERIA												
Data Breach Involving Personal Identifying Information	Not more than 1 hour from discovery.												
Data Breach Involving Cannabis Product Supply Chain Data.	Not more than 12 hour from discovery.												
Data Breaches Including All Other Data Types	Not more than 24 hour from discovery.												
Measurement Process	If a security incident resolution time is greater than the SLA for the incident priority, the SLA for that incident is not met.												
Liquidated Damages	<p data-bbox="386 1406 1530 1539">Each month the Contractor's performance fails to meet the SLA, the State will assess liquidated damages in the form of service credits deducted from the next annual software subscription total cost as identified in the Cost Workbook.</p> <table border="1" data-bbox="415 1583 1555 2041"> <tr> <th data-bbox="415 1583 987 1656">FAILURE TO MEET SLA</th><th data-bbox="987 1583 1555 1656">LD AMOUNT</th></tr> <tr> <td data-bbox="415 1656 987 1731">First Failure</td><td data-bbox="987 1656 1555 1731">10% credit</td></tr> <tr> <td data-bbox="415 1731 987 1807">Second Failure</td><td data-bbox="987 1731 1555 1807">20% credit</td></tr> <tr> <td data-bbox="415 1807 987 1882">Third Failure</td><td data-bbox="987 1807 1555 1882">30% credit</td></tr> <tr> <td data-bbox="415 1882 987 1957">Fourth Failure</td><td data-bbox="987 1882 1555 1957">40% credit</td></tr> <tr> <td data-bbox="415 1957 987 2041">Greater than four failures</td><td data-bbox="987 1957 1555 2041">50% credit</td></tr> </table>	FAILURE TO MEET SLA	LD AMOUNT	First Failure	10% credit	Second Failure	20% credit	Third Failure	30% credit	Fourth Failure	40% credit	Greater than four failures	50% credit
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TITLE	DESCRIPTION
Measurement Period	Per Incident, beginning with the first System production release.
Reporting	Any breach of Departmental data present in the Contractor's software solution shall be reported to the Department immediately upon discovery. Updates to mitigation on an ongoing incident shall require hourly updates to the Department until the incident is resolved.

KEY STAFF

TITLE	DESCRIPTION
Name	Key Staff Replacement
SLA	Key staff must be replaced within the timeframe and the process in accordance with SECTION 12. Key Personnel Changes .
Measurement Process	The start date of the measurement begins on the date the Contractor provides notification of any proposed changes, or on the date the State requests the Contractor to replace key staff plus the number of days as defined in SECTION 12. Key Personnel Changes Key Staff positions shall not be filled with State employees to fulfill the roles and responsibilities of the position in a temporary capacity and/or maintain responsibilities for a Contractor's key staff position.
Liquidated Damages	For each State business day over the number of days required to replace key staff, as defined in SECTION 12. Key Personnel Changes .The State may assess liquidated damages in the amount of the key Staff hourly rate defined in the SECTION 1. COST WORKBOOK multiplied by eight (8) hours per business day until an approved key staff replacement starts.
Measurement Period	Daily, for each Key Staff position that has not been filled within the number of days required.
Reporting	The State shall report delays to Key Staff fulfillment to the Contractor's Project Manager. If the Project Manager is not available the State shall report to the Contractor's Contract administrator.

36. Liquidated Damages

Liquidated Damages are intended to encourage timely delivery of critical Deficiency remediations and responsive services from the Contractor. The purpose of this Liquidated Damages provision is to ensure adherence to the requirements of the Contract and to set an amount in advance of contractual non-compliance to compensate the State for damages that are impractical or extremely difficult to estimate, but which would be sustained by the State in the event the Contractor fails to perform services as agreed. The Liquidated Damages are intended, and are agreed by the Parties, to be a reasonable estimate of the damages and costs the State would sustain as a result of non-compliance to the terms of the Contract. These are not punitive. The State and Contractor, therefore, agree that in the event the Contractor fails to perform certain agreed upon services in a timely manner as specified in the Contract or SLAs [SECTION 35. Service Level Agreements \(SLAs\)](#) the State may assess Contractor such amounts as Liquidated Damages.

Liquidated Damages will not be assessed for delays due to Acts of God or of the public enemy that are beyond the control of the State and the Contractor.

36.1. Payment of Liquidated Damages

DCC will notify the Contractor in writing of any claim for Liquidated Damages pursuant to this section on or before the date DCC deducts such sums from money payable to the Contractor. If DCC imposes Liquidated Damages, upon notification by DCC, the Contractor must show the Liquidated Damages as a subtracted item from its invoice(s) to DCC.

Imposition of Liquidated Damages does not constitute a waiver of the State's right to issue a Stop Work Order, as provided in Provision 18 Stop Work of the GSPD-401IT or to terminate the Agreement pursuant to Provision 16.3 Termination for Default of the GSPD-401IT. In the event of such a termination, the State shall be entitled at its discretion to recover actual damages caused by the Contractor's failure to perform its obligations under this Agreement

36.2. Liquidated Damages Cap

If imposed, except for Service and Support Requirements, Security Incident Notification Response Time and Security Incident Resolution Response Time SLAs, Liquidated Damages will not exceed twenty percent (20%) of the Contract Amount.

The Liquidated Damages are outlined in [SECTION 35. Service Level Agreements \(SLAs\)](#) .

37. Unanticipated Tasks

During the Contract period, legislative and/or program changes may necessitate changes to the system

and/or software. These changes may result in unanticipated tasks and be structured based on the Contractor's hourly labor rates identified in the cost worksheet. These rates will be used to support change requests for changes and enhancements to the Agreement.

Unanticipated tasks are additional work performed within the scope of the Contract but were not identified in the State's solicitation document or SOW. Both the State and the Contractor must agree upon the work to be performed which will result in unanticipated costs. No work can be performed in advance of the State's approval of unanticipated task work; the Contractor will use the same hourly labor rates per staff classification as identified in the Base Contract Term and pricing portion of the cost worksheet.

The State limits the budget for unanticipated tasks not to exceed ten percent (10%) of the sum of the base Contract for services identified in the [EXHIBIT C: COST WORKSHEETS](#).

If additional work must be done, the procedures outlined in this section will be followed.

Unanticipated tasks include, but are not limited to, corrections to errors made by State staff. For each unanticipated task, the Contractor shall prepare a [ATTACHMENT 23: REQUEST FOR CHANGE FORM](#)

It is understood and agreed by both parties to this Agreement that all the terms and conditions of this Agreement shall remain in force with the inclusion of any such RFC. Such RFC shall in no way constitute an Agreement other than as provided pursuant to this Agreement nor in any way amend or supersede any of the other provisions of this Agreement.

Each RFC shall consist of a detailed statement of the scope, purpose, objective, and/or goals to be undertaken by the Contractor, including:

1. The job classification(s), or approximate skill level(s), and name of the staff to be assigned as available by the Contractor.
2. An identification of all significant material to be developed by the Contractor and delivered to the State.
3. An identification of all significant materials to be delivered by the State to the Contractor.
4. An estimated time schedule of the fulfillment of these services by the Contractor.
5. Completion criteria for the work to be done.
6. The Contractor's estimated work hours required to accomplish the scope, purpose, objective, and/or goals.
7. The Contractor's billing rates as identified in [EXHIBIT C: COST WORKSHEETS](#) and the Contractor's estimated total cost on the RFC.

All must be in writing and signed by the Contractor and State prior to beginning work. The Contractor shall not begin work on a RFC until the authorized State staff has approved the RFC.

The State has the right to require the Contractor to stop or suspend work on any RFC with three (3) State business days' notification.

If, in the performance of the work, the Contractor determines that a RFC to be performed under this Contract cannot be accomplished within estimated work hours, the Contractor shall immediately notify the State in writing of the Contractor's estimate of additional work hours and cost which will be required to complete the RFC in full. Upon receipt of the notification, the State will:

1. Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the work.
2. Terminate the RFC; or
3. Alter the scope of the RFC in order to define tasks that can be accomplished within the remaining estimated work hours and cost.
4. Notify the Contractor in writing of its decision within seven (7) State business days after receipt of the notification.

Upon successful completion of the work to be performed for an approved RFC, the State will provide acceptance with the deliverables and or work product(s), introduced by the RFC, indicating the acceptance criteria of the RFC have been met and signed to indicate approval. The Contractor must receive the acceptance document before invoicing the State.

38. Budget Detail and Payment Provisions

INVOICING AND PAYMENT

1. For deliverables satisfactorily rendered and upon receipt and approval of the invoice(s), the State agrees to pay the Contractor for said deliverables and work products in accordance with the approved [ATTACHMENT 21: WORK ORDER AUTHORIZATION FORM](#) and [EXHIBIT C: COST WORKSHEETS](#).
2. For software licenses provided during the base term and optional years, the State agrees to pay upon confirmation of delivery and acceptance of the software, the state agrees to pay the Contractor for said software in accordance with the rates specified in EXHIBIT C: COST WORKBOOK, on an annual basis.
3. The payment schedule for maintenance and operations services are paid monthly in arrears at the rates indicated in the [EXHIBIT C: COST WORKSHEETS](#)
4. For unanticipated tasks, the State agrees to pay the contractor according to the work performed as described in [SECTION 37. Unanticipated Tasks](#).
5. Invoices shall be submitted not more frequently than monthly in arrears to the email itacquisitions@cannabis.ca.gov and must include:
 - a. An approved [ATTACHMENT 21: WORK ORDER AUTHORIZATION FORM](#)
 - b. The Contractor name, address and phone number.

- c. The Contract Number <<Agreement Number>>
- d. The Contractor's invoice number
- e. The invoice date

Department of Cannabis Control
2920 Kilgore Road
Rancho Cordova, CA 95670
IT Project Management and Administrative Office

Any invoices submitted without the above-referenced information will be unpaid and returned to the Contractor for further processing.

TRAVEL AND PER DIEM EXPENSES

There will be no travel or per diem costs reimbursed under this contract.

STATE BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract 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 contract and the Contractor shall not be obligated to perform any provisions of this contract.

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 contract with no liability occurring to the State, or offer a contract amendment to the Contractor to reflect the reduced amount.

FINAL BILLING

Invoices for services must be received by the state within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

PAYMENTS

Payment for services under this Agreement shall be made in accordance with the State of California's Prompt Payment Act (Government Code Section 927 et seq.).

SUBMISSION OF INVOICES

1. All Invoices must be submitted according to Invoicing and Payment described above.
2. The Contractor may only invoice for actual deliverables and work products for items accepted

under the approved DED's. The State will reduce the invoice amount by 20% for the hold back and pay the remainder of the invoiced amount for the deliverables and the Unanticipated Tasks.

3. For SaaS License and the Maintenance and Operations, the 20% holdback will not apply. The Contractor shall submit an invoice for the software on a yearly basis and in accordance with the [EXHIBIT C: COST WORKSHEETS](#).
4. Contractor cannot submit an invoice more frequently than once a month.

PAYMENT METHOD

Upon receipt and approval of the invoice, the State shall compensate the Contractor for actual expenditures incurred in accordance with the rates specified in [EXHIBIT C: COST WORKSHEETS](#).

PAYMENT WITHHOLD

In accordance with Public Contract Code, Section 12112, the State will withhold, from each invoiced payment amount to the Contractor for implementation services, an amount equal to twenty percent (20%) of the payment. Such retained amount shall be held by the State and only released to the Contractor upon the Contract Manager's determination that the Contractor has satisfactorily completed all of the required deliverables under the contract pursuant to [ATTACHMENT 25: APPENDIX A - STATEMENT OF WORK](#). The State's approval of the Full System Acceptance Attestation Letter deliverable upon completion of the "Acceptance Period" shall serve as confirmation of completion implementation services for the purpose of releasing the retained withhold amount.

SALES TAX

Sales Tax is not to be included in the cost workbook. If awarded, the contract Sales Tax, if applicable, should be added at the time of invoicing. The Sales Tax rate applied should be based on the rate of the area where the service is to be provided. See the California Department of Tax and Fee Administration Sales and Use Tax Regulation 1502 (f) (1) (D).

39. GenAI Technology Use

The Contractor must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" as used in this section shall have the same meaning set forth in the State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

40. Glossary of Terms

Refer to [ATTACHMENT 24: GLOSSARY OF TERMS](#)

EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS

Refer to [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) for bidder instructions and response to all functional and non-functional requirements.

EXHIBIT B: DELIVERABLES TABLE

1. Deliverable Table

Bidder must indicate agreement to each of the deliverables listed in the table below as described in [SECTION 15. Contractor Tasks and Deliverable Requirements](#). By indicating “Yes,” the Bidder affirms that it understands the requirement and agrees to comply with the requirement. Answering “No” to any of the mandatory deliverables listed in the Final Proposal will result in the proposal being deemed non-responsive.

The Deliverables for this Agreement include:

Deliverables/Milestones	Bidder Affirmation (Yes/No)	Estimated Timelines
15.1 Project Management Tasks		
Data Conversion Plan		One-time, within thirty (30) days of contract execution
Project Schedule		One month post contract award
System Development Plan		Six month post contract award
System Security Plan		Twelve months post contract award
Technical Design Document		Twelve months post contract award
Functional Design Document		Twelve months post contract award
Maintenance and Operations Plan		Twelve months post contract award
Disaster Recovery Plan		Twelve months post contract award
Transition Plan		Twelve months post

Deliverables/Milestones	Bidder Affirmation (Yes/No)	Estimated Timelines
		contract award
Bi-Weekly Schedule		Bi-Weekly on the 10th of the month
Monthly Status Report		Monthly due on the 5th of the month

Deliverables/Milestones	Bidder Affirmation (Yes/No)	Estimated Timelines
15.2 Interface Control		
Interface Control Document		Twelve months post contract award

Deliverables/Milestones	Bidder Affirmation (Yes/No)	Estimated Timelines
15.3 Product Backlog		Three months post contract award

Deliverables/Milestones	Bidder Affirmation (Yes/No)	Estimated Timelines
15.4 Test Management Plan		Eight months post contract award

Deliverables/Milestones	Bidder Affirmation (Yes/No)	Estimated Timelines												
<p>15.5 Sprink Tasks</p> <p>After the completion of each Sprint, the Contractor shall submit the Sprint Package, which includes the following Work Products:</p> <table><tr><th>WP ID</th><th>Title</th></tr><tr><td>WP1</td><td>Sprint Backlog</td></tr><tr><td>WP2</td><td>Acceptance Criteria</td></tr><tr><td>WP3</td><td>Sprint Test Scripts</td></tr><tr><td>WP4</td><td>Sprint Test Results</td></tr><tr><td>WP5</td><td>Sprint Status Report</td></tr></table>	WP ID	Title	WP1	Sprint Backlog	WP2	Acceptance Criteria	WP3	Sprint Test Scripts	WP4	Sprint Test Results	WP5	Sprint Status Report		Three months post contract award
WP ID	Title													
WP1	Sprint Backlog													
WP2	Acceptance Criteria													
WP3	Sprint Test Scripts													
WP4	Sprint Test Results													
WP5	Sprint Status Report													

Deliverables/Milestones	Bidder Affirmation (Yes/No)	Estimated Timelines
15.6B Training Tasks		
Training Plan		
Knowledge Transfer and Training Plan		Twelve months post contract award
Training Delivery		
Knowledge Transfer and Training Delivery Evaluation Summary Report		Twelve months post contract award

Deliverables/Milestones	Bidder Affirmation (Yes/No)	Estimated Timelines
15.8A: Go-Live Tasks		
Go-Live Plan		Twelve months post contract award

Deliverables/Milestones	Bidder Affirmation (Yes/No)	Estimated Timelines
Go-Live Report		Eighteen months post contract award

Deliverables/Milestones	Bidder Affirmation (Yes/No)	Estimated Timelines
15.9 Full System Acceptance Tasks		
Full System Acceptance Attestation Letter		Project Completion

EXHIBIT C: COST WORKSHEETS

1. COST WORKBOOK

- a) Refer to the Excel Workbook file on Cal eProcure labeled, “[EXHIBIT C: COST WORKSHEETS](#) ” for submission of your Cost Data.
- b) The cost worksheets shall be completed in accordance with the instructions in the [SECTION 4. COST](#) and [SECTION 5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#). Cost worksheets shall be submitted with the Bidder’s Final Proposal in [SECTION 5.4.2. VOLUME 2: COST](#), in a separately sealed envelope.

EXHIBIT D: IT - GP CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP (Cloud)

1. Exhibit D: IT GP Cloud Computing Services, DGS PD 402-ITGP (Cloud)

Refer to [IT GP Cloud Computing Services, DGS PD 402-ITGP \(Cloud\)](#).

EXHIBIT E: SECURITY AND DATA PROTECTION

DCC SECURITY AND DATA PROTECTION

DCC Security and Data Protection

The Contractor shall ensure that all software, implementation services, and related activities comply with applicable federal and State of California security standards, frameworks, and practices. The Contractor shall certify compliance to the State and maintain such compliance for the duration of the Agreement. At a minimum, the Contractor shall:

1. Governance and Accountability

1. Assume responsibility for the confidentiality, integrity, and availability of State data under its control.
2. Implement and maintain appropriate administrative, physical, technical, and procedural safeguards to prevent unauthorized access, disclosure, alteration, destruction, loss, or disruption of State data, including protection against viruses, malware, disabling devices, and other malicious or inadvertent acts that could disrupt the State's access to its data or affect the integrity of that data.
3. Comply with all statewide policies, standards, and laws regarding the use and protection of State information assets, including the prohibition on unauthorized use of data by the Contractor or third parties.
4. Require all personnel assigned under this Agreement to sign a Security and Confidentiality Statement.
5. Conduct background checks on all Contractor personnel with access to State data and ensure such personnel complete annual security and privacy training.
6. For cloud-hosted solutions, maintain certification under the Federal Risk and Authorization Management Program (FedRAMP) at a moderate or higher impact level, and provide proof of certification upon request and at no additional cost.
7. Ensure that any subcontractors or third parties engaged by the Contractor that may access, process, or store State data comply with the same requirements as the Contractor, and remain fully responsible for their performance.
8. Require disclosure of all subcontractors and sub-processors with access to State data and obtain prior written approval from the State before adding or changing any sub-processor.

2. Security Standards and Practices

1. Ensure compliance with:
 - California State Administrative Manual (SAM) Sections 5100 and 5300 through 5399
 - For cloud-hosted systems, California Statewide Information Management Manual (SIMM) 5315-B Cloud Computing Standards
 - The applicable NIST Special Publication 800-53, Revision 5 baseline controls corresponding to

the system rating assigned by the State, together with any additional control enhancements prescribed by the State

- The Criminal Justice Information Services (CJIS) Security Policy, Practices, and Procedures, for any system the State designates as subject to CJIS compliance
 - Open Worldwide Application Security Project (OWASP) secure coding and application security requirements
 - Implementation of a secure development lifecycle (SDLC) including code review, vulnerability scanning, and testing of all changes prior to production deployment
 - Conduct annual penetration testing and quarterly vulnerability scans of systems handling State data, and provide sanitized results to the State upon request
 - The State reserves the right to conduct its own security assessment or designate a third party to perform testing, with reasonable coordination from the Contractor
2. Encrypt all confidential, sensitive, or personal information, including data at rest and in transit, using end-to-end encryption methods that meet the latest FIPS cryptographic standards and in accordance with SAM 5350.1 and SIMM 5305-A.
 3. Apply security patches and upgrades, and keep anti-virus and malware protection software current on all systems used to store, process, or transmit State data.
 4. Ensure that the Contractor's primary and backup data centers where State data is stored are physically located within the continental United States, unless otherwise designated by the State.
 - 4.1 Contractor must disclose physical hosting locations and subcontracted cloud providers.
 - 4.2 Contractor must notify the State prior to any change in hosting location.
 5. Prohibit remote access to State data from outside the continental United States unless expressly authorized in writing by the State.
 6. Ensure logical or physical segregation of State data from that of other customers in any multi-tenant environment.
 7. Contractor shall not use State data for training artificial intelligence (AI) or machine learning (ML) models, product development, analytics, or any other purpose not expressly authorized in writing by the State.

3. Incident Response and Liability

1. Immediately notify the State data owner of any actual or suspected security incident involving State data.
 - 1.1 Notification shall occur no later than twenty-four (24) hours after discovery of an actual or suspected incident.
2. Cooperate fully with the State in investigating security incidents, including providing reasonable access to security logs, latency statistics, and other related information at no cost. The State reserves the right to conduct an independent investigation.
 - 2.1 The Contractor shall preserve all relevant evidence, maintain proper chain-of-custody procedures, and cooperate with the State or its designated forensic investigators during the incident response process.
3. Be responsible for all costs incurred by the State as a result of any security incident caused by the Contractor's failure to perform or the negligent acts of its personnel, including but not limited to

notification, credit monitoring, staff time, material costs, postage, and media announcements.

3.1 In addition to the costs above, the Contractor shall be responsible for any regulatory fines, penalties, and breach remediation costs arising from its failure or negligence.

4. Immediately report to the State any loss or breach of data. If the State determines that notice to affected individuals is required, the Contractor shall bear all costs of notification and mitigation.
5. Immediately notify and work cooperatively with the State to respond correctly and in a timely manner to Public Records Act requests involving State data.
6. Provide the State with copies of the Contractor's most recent penetration test results, SOC 2 Type II report, or equivalent independent security assessment upon request.
7. Maintain cyber liability insurance coverage with minimum limits of five million dollars (\$5,000,000) per occurrence. Such coverage shall include, at a minimum, breach notification, credit monitoring, regulatory fines, and third-party liability arising from a security or privacy incident. Proof of coverage shall be provided to the State upon request.

4. Data Retention and Disposal

1. 4.1 Dispose of State data only as directed by the State. Data shall not be copied, modified, destroyed, or deleted other than for normal operation or maintenance, and only with prior written approval by the State.
2. Upon expiration or termination of the Agreement, return all State data to the State in a mutually agreed, readily usable format at no additional cost, and certify secure destruction of all remaining copies.
3. Contractor shall provide transition assistance to the State for a period of thirty (30) to ninety (90) days following expiration or termination, as directed by the State, to ensure orderly migration of data and services. The Contractor shall not impose excessive or unreasonable fees for data migration or transition support to the State or a successor vendor.

5. Continuity of Operations

1. Maintain documented business continuity, disaster recovery, and data backup plans to ensure timely restoration of State data and services in the event of an outage or disaster.
2. Test continuity and recovery plans at least annually, and provide test results to the State upon request.

6. Successor Standards

1. The Contractor shall comply with any successor or updated versions of the standards, policies, and frameworks identified in this Agreement, including but not limited to NIST publications, FIPS, SAM, SIMM, FedRAMP, and CJIS. Compliance with such successor standards shall occur no later than twelve (12) months after the date of their official publication, unless otherwise directed by the State.