



California Health and Human Services Agency
Office of Systems Integration
2525 Natomas Park Drive, Suite 200
Sacramento, CA 95833



EDMUND G. BROWN JR.
Governor

REQUEST FOR OFFER

The California Health and Human Services Agency (CHHSA) Office of Systems Integration (hereinafter referred to as OSI or State) procures, manages, and delivers technology systems that support the delivery of services to Californians provided by the CHHSA. The OSI is inviting you to review and respond to this **Child Welfare Digital Services** Request for Offer (RFO).

OSI RFO #: 32051

Child Welfare Digital Services - Certification, Approval, and Licensing Services (CALS)

The OSI has purchasing authority for information technology (IT) (California Public Contract Code (PCC) Section 12100) and has selected to use a leveraged procurement agreement (LPA) to procure consulting services (PCC Section 10335.5). To be considered for this RFO, the Vendor responding to this RFO (Vendor) must hold a current California Multiple Award Schedule (CMAS) agreement that includes labor categories for the design and development of the Certification, Approval, and Licensing Services (CALS) of the Child Welfare Services – New System (CWS-NS) described in this RFO and **must be an approved Agile Development Pre-Qualified (ADPQ) vendor**. All Vendors must adhere to the Key Action Dates and Times provided in the RFO. The State may modify any part of the RFO, by issuance of one (1) or more addenda.

Offers must comply with the instructions found herein. Failure to comply with any of the requirements may cause the offer to be deemed **non-responsive** and/or the Vendor deemed **non-responsible**.

An agreement resulting from this RFO (Agreement) shall not exceed \$998,820 for its core term and \$8,498,196 with the eight (8) optional periods.

CONTACT INFORMATION

Office of Systems Integration - Acquisition and Contracting Services Division

Procurement Official: Phillip Sanchez

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RFO SUBMITTAL ADDRESS:

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KEY ACTION DATES & TIMES

RFO Release Date:	September 16, 2016
Written Questions Due Date & Time: (Send questions via email to solicitations@OSI.ca.gov and reference RFO # 32051 in the subject line.)	September 23, 2016 by 5:00 p.m.
Written Answers Release Date:	TBD
Admin Submission Due Date & Time:	September 30, 2016 by 5:00 p.m.
Admin Submission Review Release Date:	TBD
RFO Response Must be Received by Due Date & Time: (Responses must be complete and received no later than the designated Due Date & Time.)	October 14, 2016 by 2:00 p.m.
Anticipated Term Dates:	December 1, 2016 through February 28, 2017

*The Anticipated Term Dates are approximate and may be adjusted as conditions indicate without an addendum to this RFO.



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THIS RFO DOCUMENT COMPRISES THREE (3) SECTIONS AS FOLLOWS:

- Section I = Request for Offer -- Overview
- Section II = Request for Offer -- Administrative and Technical Requirements
- Section III = Request for Offer -- Statement of Work

SECTION I – REQUEST FOR OFFER -- OVERVIEW

1. PURPOSE

The purpose of this RFO is to obtain services for the design and development of the Certification, Approval, and Licensing Services (CALs) of the Child Welfare Services – New System (CWS-NS).

CWS-NS will be an innovative, statewide 21st century information technology application that aids child welfare stakeholders in assuring the safety, permanency, and well-being of children at risk of abuse, neglect, and exploitation. The CALs of CWS-NS will provide state and county licensing and approval staff and managers with a simple and efficient tool for the processes of facility licensing, certifying, and resource family home approval.

2. PROJECT BACKGROUND

Child Welfare Services (CWS) is the primary prevention and intervention resource for child abuse, neglect, and exploitation in California. Children, who child welfare workers deem to need temporary or permanent residence outside their Family of Origin, enter California's foster/out-of-home placement system for a safe and stable place to live. Through a coordinated system of oversight, the California Department of Social Services (CDSS) -- with its Community Care Licensing Division (CCLD) and Children and Family Services Division (CSFD) -- and county Resource Family Approval (RFA) programs throughout the state, determine whether the placement options for California's at-risk children meet and maintain the standards of care and service required.

Multiple California state and local government agencies collaborate through the Child Welfare Digital Services (CWDS) to support our shared customers through technology that assures the safety, permanency, and well-being of children at risk of abuse, neglect, or exploitation. CWDS maintains and operates the existing Child Welfare Services/Case Management System (CWS/CMS) including implementation of operational changes to that system. At the same time, CWDS is developing CWS-NS, a new technology platform and set of digital services.

CWS-NS will be an innovative, statewide 21st century information technology application that aids child welfare stakeholders in assuring the safety, permanency, and well-being of children at risk of abuse, neglect, and exploitation. The CALs of CWS-NS will provide state and county licensing and approval staff and managers with a simple and efficient tool for the processes of facility licensing, certifying, and resource family home approval. This includes ongoing oversight to ensure safe and quality facilities, certified, and approved homes for at-risk children in need of out-of-home placement. The CALs will contain comprehensive identification and documentation of facilities, homes, and associated adults in order to identify those who meet and maintain the standards of care and service required. These digital services must be accomplished through a modern, user-friendly application which will additionally equip child welfare workers to make timely and informed decisions for safe placement.

In order to effectively protect California's at-risk children, CWDS requires multi-agency collaboration supported by a comprehensive system of digital services. CWS-NS will enable both CCLD and county Licensing and RFA Programs to verify and document whether facilities and homes (regardless of which agency has primary jurisdiction) meet and maintain the requirements to qualify as placement options. Additionally, the system will facilitate seamless communication with child welfare workers needing to assess the best options for a child's placement at any given time.

The Legacy Systems

Multiple systems currently support workload automation, reporting, data management, and performance analysis for the work of licensing, certifying, and/or approving placement options in California. Most significantly, the people performing the work as State users versus the people performing the work as County users use substantially different tools. Below are brief overviews of the existing systems architecture for the future CALS users that are State users or County users, respectively.

The majority of state users access these systems, and FAS especially, from out of the office and while performing fieldwork. Specifically, while in the field, users access FAS to view existing data, and create and print reports. Nearly all new data is gathered through separate or paper processes, before being input manually, whether in the field or from the office. Similarly, users are unable to rely on the system for analytical support while in the field.

As illustrated in Figure 1a, *Existing Data Systems Flow for State Users*, future CALS State users currently depend on several state-maintained systems (which are also used by other CDSS users), including:

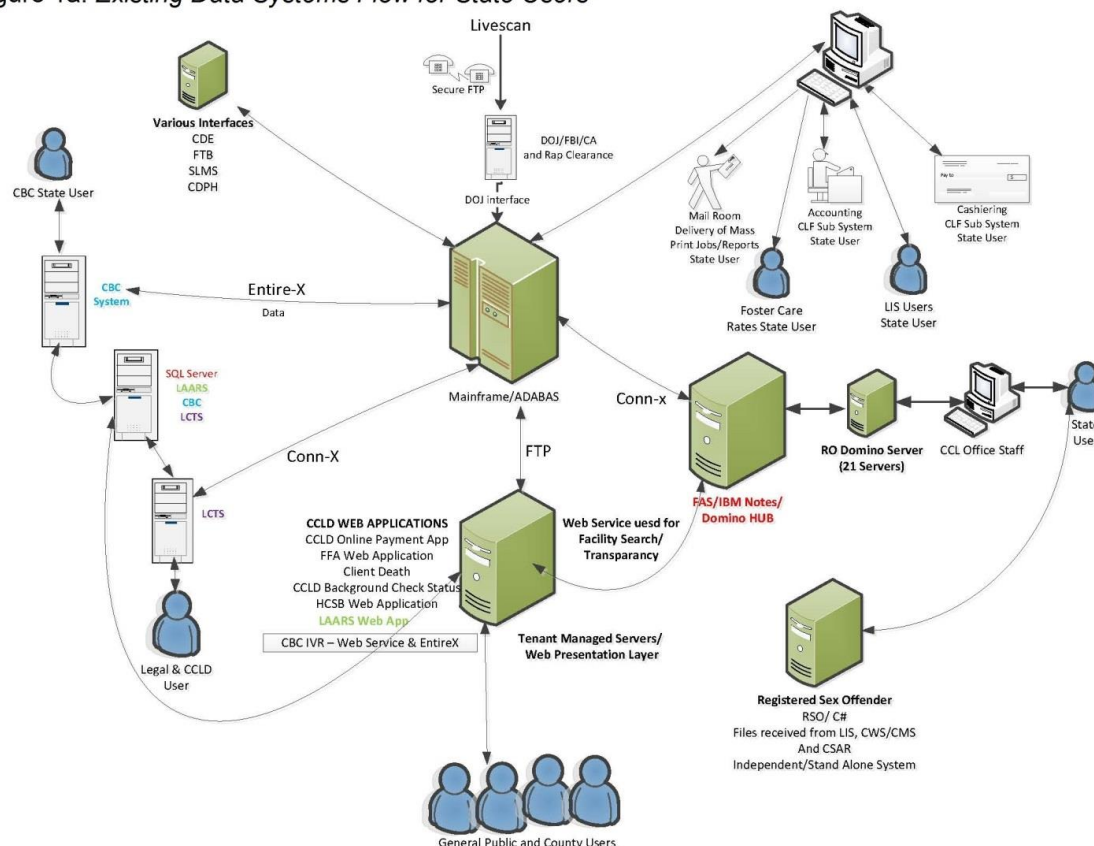
- Licensing Information System (LIS), a Natural/ADABAS-based system, which stores and maintains the data used for state-licensed facility applicants, granted licenses, and non-client adults who reside in state-licensed facilities or certified foster homes;
- Field Automation System (FAS), which is an IBM Notes/Domino-forms generation system that stores and maintains facility inspection and inspection outcomes data. FAS and LIS interface daily; and
- Caregiver Background Check (CBC) System, a VB.net system housed on ADABAS and SQL servers, for tracking the process and outcomes of evaluating individuals' criminal background histories. Clearance and exemption outcomes are pushed to LIS.

State users also rely on multiple ancillary systems and databases for:

- Interfacing with other state agencies' data, including: Department of Justice (DOJ), California Department of Education (CDE), Franchise Tax Board (FTB), Department of Child Support Services State Licensing Match System (SLMS), and California Department of Public Health (CDPH);
- Tracking legal or administrative actions (see Legal Case Tracking System (LCTS) and Legal and Administrative Action Response System (LAARS);
- Cashiering and Accounting licensing fees and/or penalties (CLF sub system);
- Uploading data to portals for public use (see CCLD Web Applications in diagram); and
- Registered Sex Offender (RSO) tracking.

Additionally, some State users can view limited child-specific data in CWS/CMS. State users access all of these systems or databases through assigned desktop PCs, tablets, or laptops.

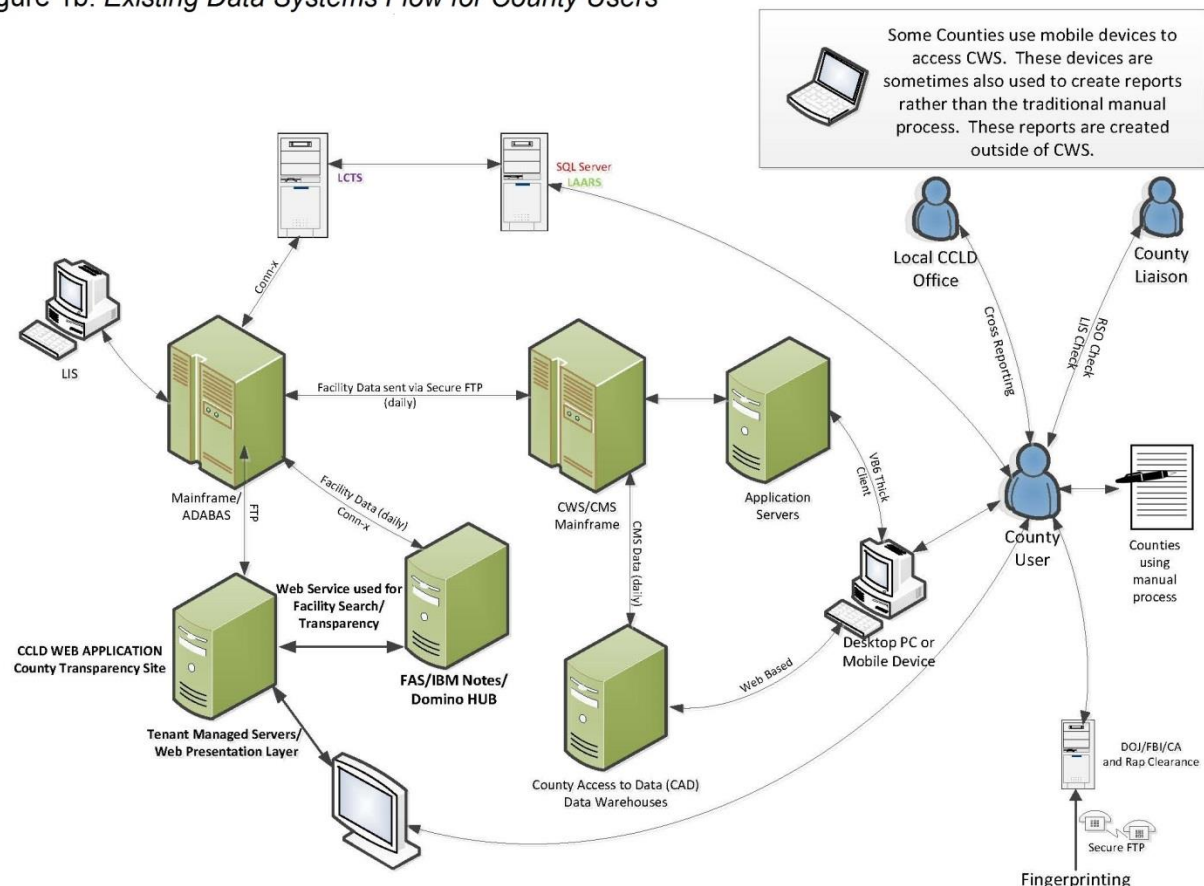
Figure 1a. *Existing Data Systems Flow for State Users*



All county CALS users have a CWS/CMS terminal to do their work. However, many county users who perform fieldwork may not have a means to perform it off-site and rely nearly entirely on shared paper files or electronic spreadsheets to manage the data and processes required to administer their licensing and approval responsibilities. If new data is generated for which data elements exist in CWS/CMS, county users input it manually; otherwise they record it to external systems or in paper files only.

As illustrated in Figure 1b. *Existing Data Systems Flow for County Users*, future CALS County users currently use state-licensed facility data that is stored into CWS/CMS via a daily interface with LIS as well as county-licensed or approved home data that County users enter directly into CWS/CMS. Generally, this is an incomplete data set for meeting all of the information needs of County users, who also make use of a combination of CWS/CMS business object reports (which counties customize to their needs via County Access to Data (CAD)), other office-specific external systems, or paper files. When County users require information regarding state-licensed facilities that is not available in CWS/CMS, they must contact a CCLD county liaison or access a different state portal (County Transparency Project) to obtain the information they need.

Figure 1b. *Existing Data Systems Flow for County Users*



The current State and County systems provide limited local and statewide data aggregation and reporting to meet the needs of today's business practices. In addition, they lack the flexibility required to meet legislatively mandated changes to those practices rapidly. In fact, the Continuum of Care Reform and Resource Family Approval initiatives (please see the Bidder's Library for additional information on each of these), which are currently in the process of implementation, are revealing new user needs as the State and Counties undertake

the broad and sweeping reforms these initiatives are driving. Some of these new needs will be addressed in an interim way with modifications to these legacy systems, but critically, the current data systems fail to provide a coordinated and seamless interface and data exchange between County users and State users, as well as between County users, which can delay important processes essential to ensuring the safety and well-being of children in the foster care system.

Intake Digital Service

The first customer facing digital service to be developed as part of the CWS-NS project will be Intake (IN). The Intake digital service is an important initial entry point into child welfare services and includes processes to receive referrals from community members and mandatory reporters, as well as conduct investigations of abuse and neglect. The Intake digital service will be supported by a dedicated scrum team made up of Intake vendor and State resources, with support from Business Analysts and Subject Matter Experts. The Intake scrum team will establish the CWDS Digital Service development framework, standards used, software development methods and guidelines, and system administration practices that will be leveraged by all digital services. As part of this effort, the Intake scrum team will be implementing an open source Accelerator Toolkit that provides initial domain objects and associations, a responsive and accessible pattern library, software and a set of user research templates (such as wireframes, layouts, presentation decks, and scripts) aimed at speeding the product development effort.

The CALS Vision

For state and county workers who ensure that safe and quality licensed facilities and approved homes are available for the children and nonminor dependents who need them, the CALS will facilitate activities related to ensuring that licensed facilities, approved homes and associated adults meet and maintain required standards.

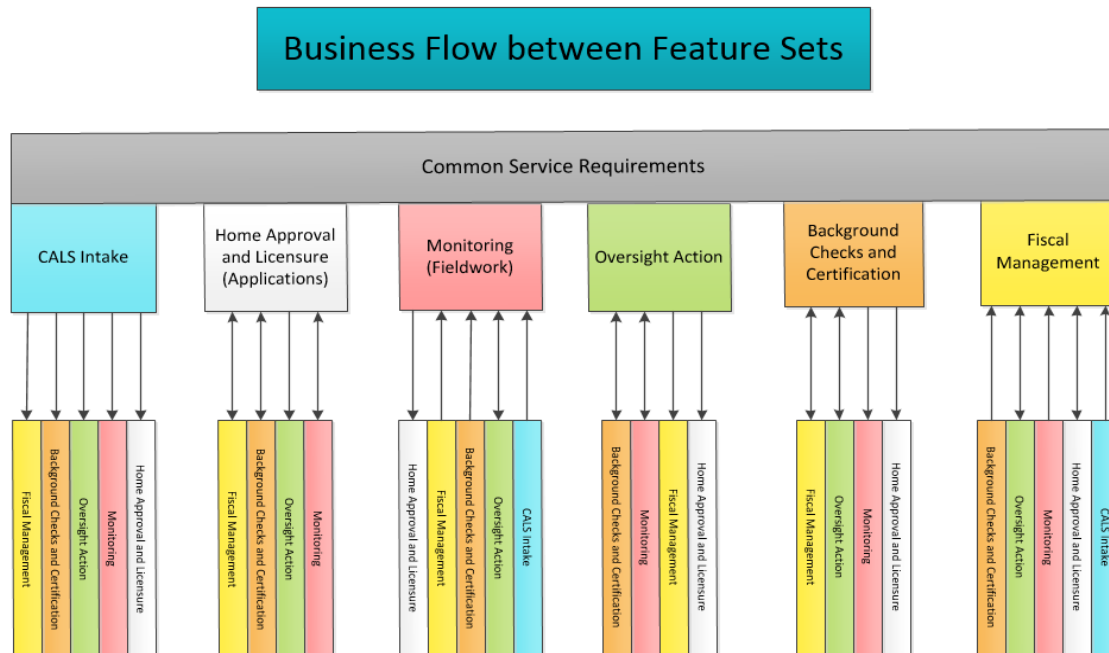
The CALS will be seamless and consistent throughout the state and, unlike the multiple existing systems, support immediate access to the current and necessary information needed to ensure the health, safety, and quality of life for the children and nonminor dependents in licensed facilities and approved homes; increase web services for stakeholders; and assist in the prioritization and management of state and county workload. The CALS will deliver a service that enables each of the 58 county child welfare, probation agencies, and Title IV-E Tribes to make the best, informed decisions regarding the safe placement of children.

The CALS users (roughly estimated at 25,000) will primarily be the state and county employees who perform the activities related to facility licensing, certification, and resource family home approval, which includes the caseload-carrying field staff, supervisors and managers, legal advisors and support staff, among others essential to the performance of those duties. Additional CALS users will include other child welfare and probation workers, as well as the licensees, applicants, or approved families, and associated individuals who interact with CALS data and features through self-service portals.

CALS “stakeholders” include the state and county users of CWS-NS, as well as the facility licensees, resource families, applicants for licensure or home approval, foster youth, advocacy organizations, researchers that use CWS-NS data, and all others with a stake or need for the information that will be captured and managed by CALS features.

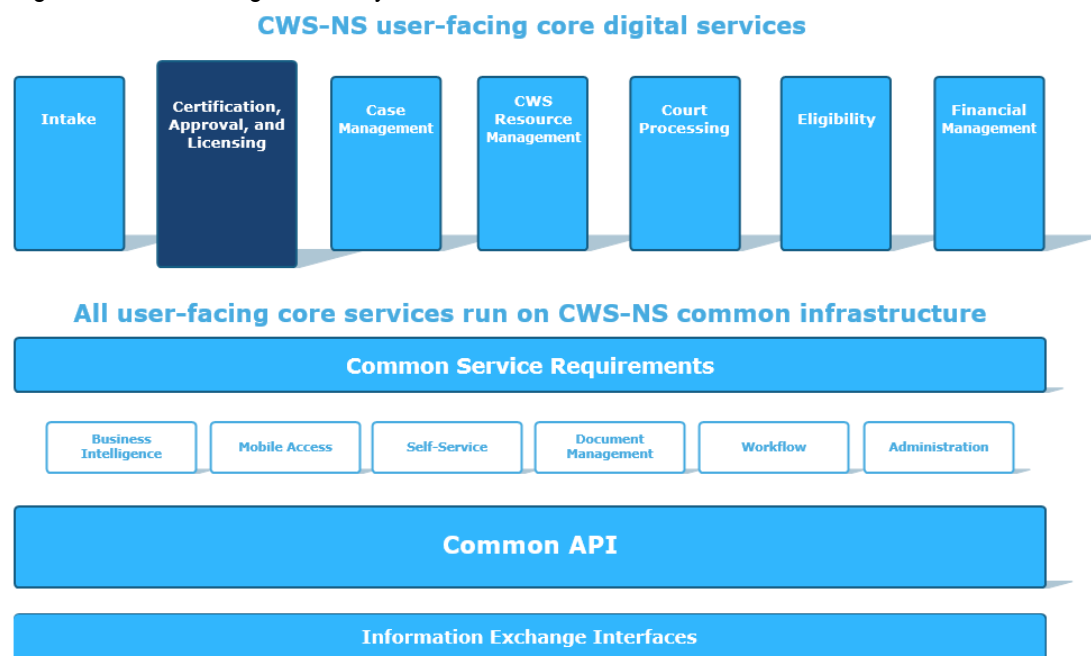
CWDS anticipates that the CALS will be comprised of several interdependent feature sets including: Intake, Home Approval and Licensure (Applications), Monitoring (Fieldwork), Oversight Action, Background Checks and Certification, and Fiscal Management. Figure 2 is a representation of the business flows between CALS feature sets in overview. Details related to these interactions can be found in the Bidder's Library.

Figure 2 -Business Flow between Feature Sets



As one of multiple CWS-NS digital services that ultimately will need to interact seamlessly with each other's data and features, the CALS will reside on top of a common CWS-NS infrastructure as represented in Figure 3 below.

Figure 3 – CWDS High-Level System Architecture



3. GENERAL INFORMATION

- a. The specific tasks and deliverables associated with this RFO are included in Section III, the Statement of Work (SOW). The SOW and Vendor's Response to this RFO (Response) will be made a part of the Agreement.
- b. If a Vendor discovers any ambiguity, conflict, discrepancy, omission or any other errors in this RFO, the Vendor should immediately provide written notice to the State of such error and request clarification or modification of the affected document. Vendors requiring clarification of the intent and content of this RFO may request clarification by submitting questions electronically to the Procurement Official listed on the cover page of this RFO. To ensure a response, questions must be received by the date and time specified in the Key Action Dates and Times for "Written Questions Due Date & Time."
- c. The State may modify any part of the RFO, by issuance of one (1) or more addenda. Addenda will be numbered consecutively and sent to the established Vendor list for this RFO.
- d. The State may request clarifications from Vendors at any phase of the assessment and selection process for the purpose of clarifying ambiguities in the information presented in the Response. The State will provide written notice to the Vendor(s) of the documentation required and the time line for submission. Failure to submit the required documentation by the date and time indicated will cause the State to deem the RFO Response **non-responsive** and/or the Vendor **non-responsible**.
- e. All costs for developing Responses are entirely the responsibility of the Vendor and shall not be chargeable to the State.
- f. The Vendors that are Small Businesses (SB) and/or Disabled Veteran Business Enterprises (DVBE) should provide and include an SB/DVBE Certification with their Response. The State will verify that SB/DVBE certifications are valid at the time the Response is due. In accordance with California Government Code (GC) section 14837(d) and California Military and Veterans Code section 999, all SB and DVBE contractors, subcontractors and suppliers that bid on or participate in a State agreement, regardless of being an oral or written solicitation, shall perform a Commercially Useful Function (CUF). See Commercially Useful Function Documentation, Attachment II-J.

4. RFO BEST VALUE RESPONSE ASSESSMENT AND SELECTION PROCESS

The State's RFO Response assessment team (Assessment Team) will review and assess Responses in accordance with the Assessment and Selection Criteria. Responses will be assessed using a combination of Pass/Fail and numerically scored criteria. The following table is a summary of the assessment factors.

Assessment and Selection Criteria	
Item	Rating
Administrative Assessment Criteria- (Responses Must Pass the Administrative Assessment to Move on to the Technical Assessment)	Pass/Fail
Technical Assessment Criteria (consists of the following components:)	
Staff Resume Table (Attachment II-C)	100 Points
Staff Reference Form (Attachment II-E)	100 Points
Understanding and Approach (Attachment II-F)	400 Points
CMAS/General Services Administration Classification Qualifications (Attachment II-G)	Pass/Fail
Interview (OPTIONAL)	200 Points
Cost Assessment Criteria:	
Cost Worksheet (Attachment II-L)	200 Points
Total Possible Points	1000 Points

ADMINISTRATIVE ASSESSMENT CRITERIA:

a. Administrative Assessment

The Procurement Official will review the Vendor's Response to ensure the submission and completion of the required forms, documents, and certifications. The Administrative Assessment will be evaluated on a Pass/Fail basis. In order to move to the Technical Assessment phase, the Vendor's Response must achieve a passing score. If a Vendor's Response does not pass the Administrative Assessment, it will be deemed as **non-responsive** and may not move to the Technical Assessment phase.

TECHNICAL ASSESSMENT CRITERIA:

b. Staff Resume Table Assessment – Attachment II-C

Mandatory Qualifications (MQs): The Assessment Team will review the Staff Resume Table to determine if the proposed staff meet all the MQs collectively for the specified Contractor Role as identified in Section III, SOW, in the Contractor Staff subsection.

MQs will be assessed on a point basis, up to one hundred (100) points for each proposed staff based on the level of experience, and up to one hundred (100) points collectively for all the Vendor's proposed staff. Points will be calculated as follows:

The Vendor's proposed staff points will be added together, and then divided by the number of staff the Vendor has proposed. (All scores will be rounded up/down to the nearest whole number. Decimals of 0.1 – 0.4 round down and 0.5 – 0.9 round up.) If one (1) or more of a Vendor's proposed staff receive zero (0) points, that Vendor's Response will be deemed **non-responsive** and ineligible to achieve Agreement award. Please refer to the tables below for a mathematical depiction.

For Contractor Roles where the Vendor proposes a team of staff, only those staff that meet that MQs will be scored. For example, if the Vendor proposes three staff for MQ #1 for the Frontend Web Developer role and only one staff meets MQ #1, then only that staff will be scored.

In the example below, an "X" represents where the proposed staff was not required to meet some of mandatory requirements for that Contractor Role.

Mandatory Qualifications(s) per Proposed Staff							Rating Values per Proposed Staff's Experience			
							100 Points = Significantly Exceeds MQs*			
							75 Points = Exceeds MQs**			
							50 Points = Meets all MQs			
							0 Points = Does Not Meet all MQs			
Vendor Name	A	B	C	D	E	F	G	H	I	J
	Proposed Staff #1	Proposed Staff #2	Proposed Staff #3	Proposed Staff #4	Proposed Staff #5	Proposed Staff #6	Proposed Staff #7	Proposed Staff #8	Proposed Staff #9	Total Score - All Proposed Staff Up to 100 Points (A+B+C+D+E+F+G+H+I)/# of Proposed Staff = Column I
Response A	100	75	100	100	100	50	50	X	X	$(100+75+100+100+100+50+50+0+0)/7 = 82$
Response B	50	50	100	50	75	75	50	X	X	$(50+50+100+50+75+75+50+0+0)/7 = 64$
Response C	100	75	100	0	100	50	50	50	50	$0/9 = 0$

*Significantly Exceeds MQs is defined as five (5) or more years of experience for three (3) or more of the MQs.

**Exceeds MQs is defined as three (3) years and one (1) or more months of experience (3 years, 1 month+ experience) for three (3) or more of the MQs.

c. **Definition of Terms - Attachment II-D**

This Attachment provides a list of terms and their definitions used in this RFO.

d. **Staff Reference Form Assessment - Attachment II-E**

The Assessment Team will review the Staff Reference Form, Attachment II-E, and may contact reference(s) to validate that the proposed Vendor's staff performed the services as listed. Points will be awarded based on the responses (Rating Values) received from the reference(s) for the five (5) Performance and Ability Statements listed below.

A maximum of one-hundred (100) points may be awarded for Staff Reference Scoring.

Staff Reference Form Assessment		
Item #	Performance and Ability Statements	Rating Values 20 Points = Excellent 15 Points = Good 10 Points = Fair 5 Points = Poor 0 Points = No Value
1	Rate the performance and abilities of the Vendor's staff during this engagement.	
2	Rate the ability of the Vendor's staff to perform contractually-required work in a timely manner.	
3	Rate the verbal and written communication skills of the Vendor's staff.	
4	Rate the ability of the Vendor's staff to engage in positive working relationships with other co-workers.	
5	Rate the knowledge of the Vendor's staff in the required areas of expertise during this engagement.	

Scores will be calculated as follows:

The Vendor's staff references will each be assessed a point value up to 100 points.

(A) Each of the Vendor's staff references will be added together and then divided by the number of staff references provided to create an average staff reference Score per proposed staff, up to 100 points.

(B) Then the Vendor's proposed staff's average reference scores will be added together and divided by the number of staff proposed to obtain the Vendor's staff reference score. (All scores will be rounded up/down to the nearest whole number. Decimals of 0.1 – 0.4 round down and 0.5 – 0.9 round up.) Please refer to the tables below for a mathematical depiction.

Each reference must be available to validate the listed experience. If the Vendor does not provide a Staff Reference Form, Attachment II-E, for each MQ's qualifying experience, or if a reference cannot validate the experience, the corresponding experience will not be counted toward the experience to meet the MQ(s) and the Response may be deemed **non-responsive** and ineligible to achieve Agreement award.

Please note: If the client reference is not allowed either legally or by company/organization policy to sign the client reference form, the client reference must type in their full name with a brief statement on the form outlining the reason they are not permitted to sign the State's reference form. If needed, the State may contact either the Vendor and/or staff references to validate the reference submitted.

The following Staff Reference Assessment Tables are examples only.

Chart A

Vendor Name	A	B	C	D
	Proposed Staff #1 Reference 1	Proposed Staff #1 Reference 2	Proposed Staff #1 Reference 3	Proposed Staff #1 Average Reference Score (A+B+C Divided by the total # of References)
Response A	100	90	90	280/3 = 93
Response B	100	70	X	170/2 = 85

Chart B

Vendor Name	A	B	C	D	E	F	G	H	I
	Proposed Staff #1	Proposed Staff #2*	Proposed Staff #3*	Proposed Staff #4*	Proposed Staff #5*	Proposed Staff #6*	Proposed Staff #7*	Proposed Staff #8*	Total Score - All Proposed Staff (1-8) Up to 100 Points (A+B+C+D+E+F+G+H) / 8 = Column I
Response A	93	100	100	100	90	80	90	70	(93+100+100+100+90+80+90+70)/8 = 90
Response B	85	100	100	100	90	80	90	70	(85+100+100+100+90+80+90+70)/8 = 89

*The scores provided for Proposed Staff two (2) through eight (8), are for depiction purposes only. In the actual assessment, scores for Proposed Staff two (2) through eight (8) will follow the same process as shown in Chart A.

e. Understanding and Approach Assessment – Attachment II-F

The Assessment Team will read the Vendor's narrative to determine if the written Understanding and Approach narrative is in sufficient detail for each of the questions/topics identified in Attachment II-F. A **maximum of 400 points** may be awarded for the Understanding and Approach scoring.

The following rules will apply to Understanding and Approach:

- 1) Each Understanding and Approach requirement will be weighted equally.
- 2) The Assessment Team will assign a Rating Value of 0 through 10 for each response and all Rating Values will be summed.

Rating Scale	Rating Values
The response fully addresses the component. All considerations of the components are fully addressed with the highest degree of confidence in the Vendor's response.	10 Points = Excellent
The response addresses most of the components, with an average degree of confidence.	5 Points = Good
The response minimally addresses the components and was missing important details and lacked insight into the services requested, with a below average degree of confidence.	3 Points = Poor
The response fails to address the components.	0 Points = No Value

- 3) The Vendor with the highest total Understanding and Approach score will receive a maximum of 400 points. For all other responses, the Vendor's Score (A) will be divided by the highest Understanding and Approach Score (B) to calculate the Percentage (C).
- 4) This percentage is multiplied by the maximum possible Understanding and Approach points (D) to calculate the Vendor's Understanding and Approach score (E).

The Understanding and Approach assessment will be computed using the following formula:

$\frac{\text{Vendor's Score (A)}}{\text{Highest Understanding and Approach Score (B)}}$	% (C)	X 400 (D)	= Vendor's Understanding and Approach Score (E)
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f. **CMAS/GSA Classification Qualifications Assessment – Attachment II-G**

The Assessment Team will review the CMAS/General Services Administration (GSA) classification qualifications to determine if each proposed staff(s) meets the experience and education requirements for their designated classification(s) for the design and development of the Certification, Approval, and Licensing Services (CALS) of the Child Welfare Services – New System (CWS-NS) as listed and required in the CMAS/GSA. The classification qualifications will be assessed on a Pass/Fail basis. If one (1) or more of a Vendor's proposed staff receive a failing score (Fail), that Vendor's Response will be deemed **non-responsive** and the Vendor **non-responsible** and ineligible to achieve Agreement award.

COST ASSESSMENT CRITERIA:

g. **Cost Worksheet Assessment – Attachment II-L**

The Assessment Team will review, calculate, and score the Cost Worksheet, Attachment II-L to verify that it is complete with all costs accounted for and verify all sub-totals and the total calculates correctly. If errors are found, the numbers will be adjusted based on the lowest denominator. The cost assessment will be computed using the following formula:

$\frac{\text{Lowest Response Cost}}{\text{Vendor's Cost}}$	X 200	= Vendor's Cost Score
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The Vendor with the lowest total cost will receive a **maximum of 200 points**. For all Responses, the cost is divided into the lowest Total Cost (Column A) to calculate the Percentage (Column B). This percentage is multiplied by the maximum possible cost points (200) to calculate the Vendor Score (Column C).

The following Cost Worksheet Validation Table is an example only.

Vendor's Name	A	B	C
	Total Cost	Percentage (Lowest Vendor's Total Cost divided by the Vendor Total Cost)	Vendor Score (B X 200 = C)
Response A	\$500,000	$\$415,000/\$500,000 = .83$ (83%)	$.83 \times 200 = 166$
Response B	\$415,000	$\$415,000/\$415,000 = 1.0$ (100%)	$1.0 \times 200 = 200$

- h. **INTERVIEWS (OPTIONAL):** The State will interview the top four (4) scoring Vendors which reach this step in the assessment. These top four Vendors must have received a numeric score for numerically-scored components and also received a passing score for all pass/fail components. A maximum of 200 points will be awarded for the interview component.

The following rules will apply to interviews:

- 1) The State requires the proposed staff identified in the Response to be present and participate in the interview.
- 2) Interview questions will be provided prior to the candidates' scheduled interview.
- 3) Interview questions will relate to this RFO SOW, the proposed staff's ability to perform the required services, their experience, or their knowledge/skills relative to the RFO SOW.
- 4) Each interview question will be weighted equally.
- 5) The Assessment Team will assign a Rating Value of 0 through 10 for each interview response and all Rating Values will be summed.

Rating Scale	Rating Values
The response fully addresses the component. All considerations of the components are fully addressed with the highest degree of confidence in the Vendor's response.	10 Points = Excellent
The response addresses most of the components, with an average degree of confidence.	5 Points = Good
The response minimally addresses the components and was missing important details and lacked insight into the services requested, with a below average degree of confidence.	3 Points = Poor
The response fails to address the components.	0 Points = No Value

- 6) The Vendor with the highest total interview score will receive a maximum of 200 points. For all other responses, the Vendor's score (A) will be divided by the highest interview score (B) to calculate the Percentage (C).
- 7) This percentage is multiplied by the maximum possible interview points (D) to calculate the Vendor's interview score (E).

The interview assessment will be computed using the following formula:

$\frac{\text{Vendor's Score (A)}}{\text{Highest Interview Score (B)}}$	$\% (C)$	$\times 200 (D)$	$= \text{Vendor's Interview Score (E)}$
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i. **Bidders' Library – Attachment II-Q**

The Bidders' Library contains reference materials, web links, and other documents to support this RFO. The Vendor is strongly advised to review the information in the Bidders' Library. To access the Bidders' Library, the Vendor must first complete and submit Attachment II-R Bidders' Library Access Authorization Form to the Procurement Official. For information on accessing the Bidders' Library, refer to the Attachment II-Q CWS-NS Bidders' Library Access and User's Guide.

Note: Items in the Bidders' Library may be updated at any time. The State is not required to issue an addendum to the RFO in order to update items in the Bidders' Library. Therefore, it is the Vendor's responsibility to regularly check the Bidders' Library for updates. Any questions concerning the Bidders' Library must be directed to the Procurement Official identified on page 1 of the RFO.

j. **Bidders' Library Access Authorization Form – Attachment II-R**

This form must be provided in order to receive authorization to access the CWS-NS Bidders' Library.

SECTION II – REQUEST FOR OFFER – ADMINISTRATIVE AND TECHNICAL REQUIREMENTS

1. GENERAL REQUIREMENTS

Responses must contain all requested information and follow the format described below.

- a. All Responses must be submitted within the timelines specified in the Key Action Dates and Times, to the Procurement Official listed on the RFO cover page.
- b. Vendors must submit any questions regarding this RFO by the date specified in the Key Action Dates and Times, to the Procurement Official listed on the RFO cover page. Vendors shall provide specific information to enable the State to identify and respond to the questions. The State will accept only e-mail questions. At its discretion, the State may contact a Vendor to seek clarification of any questions received. Vendors that fail to report a known or suspected problem with the RFO or fail to seek clarification and/or correction of the RFO submit a response at their own risk.
- c. Vendors shall provide all necessary information for the State to assess the Response, verify requested information, and determine the Vendor's ability to perform the tasks and activities defined in Section III, SOW.
- d. Any documentation submitted that has been marked "confidential" or "proprietary" shall be noted in the Vendor's Response. However, marking a document "confidential" or "proprietary" in a Response will not prevent that document from being released as a public record, unless a court of competent jurisdiction has ordered the State to not release the document. All documents submitted in response to this RFO will become the property of the State of California and are subject to the California Public Records Act, GC section 6250 et seq., the California Evidence Code and other applicable state and federal laws.
- e. Issuance of this RFO in no way constitutes a commitment by the State to award an Agreement. The State reserves the right to reject any or all Responses received if the State determines that it is in the State's best interest to do so. The State shall reject any Response that is conditional, and may reject a Response that is incomplete. Assumptions made by the Vendor in responding to this RFO do not obligate the State. Additionally, assumptions may make the Response conditional and cause the Response to be rejected. Responses to this RFO will be assessed based on determining the "best value" and the selection, if made, will be to a single Vendor.
- f. Irrevocable Offer: A Vendor's final offer in response to this RFO 32051 shall constitute a firm offer, which shall remain irrevocable for not less than ninety (90) days following the scheduled date for Contract award specified in Section III. In the event of a delay in Contract award, a Vendor may extend the expiration date of its firm offer past 30 days by written notice to the State. This expiration date may be further extended by mutual agreement between the State and the Vendor in order to accommodate processing approvals and other procurement delays. The State's execution of a contract under this RFO #32051 shall not be considered a rejection of any unsuccessful Vendor's firm offer, which such other firm offers shall remain irrevocable for the period described above. The State reserves the right, upon termination of any Contract and without initiating a new RFO process, to accept any other Vendor's firm offer and form a Contract with that other Vendor. The State may continue to terminate and contract with any other Vendors, as described above, until the expiration of all firm offers pursuant to this RFO #32051.

2. RFO SUBMITTAL INSTRUCTIONS, ADMINISTRATIVE AND TECHNICAL REQUIREMENTS

INITIAL ADMINISTRATIVE SUBMISSION (IAS) (OPTIONAL)

To minimize the disqualification of offers due to administrative errors, the OSI is providing vendors the opportunity to submit the administrative portion of the RFO two (2) weeks after the release of the RFO. This submission should be submitted to the Procurement Official and can include the following.

- (a) Vendor Outline and Checklist, Attachment II-A
- (b) Information and Offer Certification Sheet, Attachment II-B
- (h) CMAS/GSA Agreement, Attachment II-H
- (i) Bidder Declaration GSPD-05-105, Attachment II-I
- (j) Commercially Useful Function Documentation, Attachment II-J
- (k) DVBE Declaration Form STD. 843 (if applicable), Attachment II-K
- (m) Certificate of Insurance, Attachment II-M
- (n) Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification, Attachment II-N
- (o) Iran Contracting Act Certification, Attachment II-O
- (p) Payee Data Record Form STD. 204, Attachment II-P

The OSI staff will evaluate IAS's for accuracy and provide vendors a response in writing giving vendors the opportunity to correct any errors before final submission due date and time.

RESPONSE REQUIREMENTS

Vendors must submit six (6) hard copies of the RFO with one (1) copy marked as "**Master.**" The Response documents should be submitted in the order provided below and separated by tabs in the hard copies. The following items must be complete and contained in the Response, unless otherwise specified:

a. **Vendor Outline and Checklist, Attachment II-A (IAS)**

The Vendor Outline and Checklist, Attachment II-A, is provided as a guide to assist the Vendor in submitting a complete Response. This checklist should be completed and returned with the Response, but the submission of this checklist is not required.

b. **Information and Offer Certification Sheet, Attachment II-B (IAS)**

The Information and Offer Certification Sheet, Attachment II-B, must be signed and returned along with all the required attachments listed in this section.

c. **Electronic Copy**

The Vendor must submit one (1) electronic copy on a Compact Disk (CD), Digital Video Disc (DVD), or a Universal Serial Bus (USB) flash drive containing.

- A complete Portable Document Format (PDF) copy of the Response.
- And the Microsoft Excel Cost Worksheet, Attachment II-L, as a separate file.

d. **Staff Resume Table, Attachment II-C**

- 1) **Mandatory Qualifications:** The Vendor must complete the Staff Resume Table, Attachment II-C, for each proposed staff. Each proposed staff must collectively meet all the MQs identified under their specific role. The Staff Resume Table must provide a complete description of how each proposed staff meets the MQs.

Note : Each proposed staff shall only fulfill a single role with the exception of the Product Manager role, which may be fulfilled by other staff (e.g., Delivery Manager (Scrum Master), Lead Frontend Web Developer). No more than nine (9) individuals shall be proposed for the nine (9) identified roles.

- a) **Project Description:** For each relevant experience, provide the (1) company name, (2) the project name, (3) time period of the proposed staff's engagement with the project, (4) the percentage of time the proposed staff worked on the project, and (5) the sum of the experience gained in all referenced projects for each qualification. (For example, if the proposed staff(s) had 14 months experience on project #1 and 37 months experience on project #2 for MQ #1, then enter a total of 51 months.)

Note: If a proposed staff was assigned to multiple projects at any given time, the Staff Resume Table must indicate the actual duration¹ of time the proposed staff was tasked to each assignment. The experience gained must include only the percentage of time dedicated to that project and qualification. For example, if the proposed staff's time was split 50 percent between two projects for a period of 12 months with one project applicable to the qualification while the other was not, the proposed staff could only claim six (6) months applicable experience.

- b) **Relevant Experience:** For each relevant experience, provide (1) a description of the proposed staff's role in the listed project(s); (2) a description of the relevant experience for each of the project(s) including information on (2a) assigned responsibilities, (2b) tasks performed, and (2c) applications and technologies used; (3) the number of functional requirements for the application; and (4) the number of external system interfaces.
- c) **Reference Contact:** Provide information about the reference: (1) contact name; (2) company name; (3) phone number; and (4) email address.

Note: If the client reference is not allowed either legally or by company/organization policy to sign the client reference form, the client reference must type in their full name with a brief statement on the form outlining the reason they are not permitted to sign the State's reference form. If needed, the State may contact either the Vendor and/or staff reference(s) to validate the reference submitted.

e. **Staff Reference Form, Attachment II-E**

The Vendor must submit a completed Staff Reference Form, Attachment II-E, for all references listed in the Staff Resume Table, Attachment II-C.

Instructions for completing the Staff Reference Form:

- Step 1- The Vendor completes the name fields at the top of page 1 and 2;
- Step 2- The Vendor completes Table 1 – Reference's Information. The reference provided must be identical to the reference listed on Staff Resume Table, Attachment II-C;
- Step 3- The Vendor provides Attachment II-C, Staff Resume Table, and Attachment II-E, Staff Reference Form, to each of the required references;
- Step 4- The reference completes Table 2, Columns 1 and 2, while utilizing Attachment II-C, Staff Resume Table, as a reference;
- Step 5- The reference completes Column 2 of Table 3, by utilizing the points described in Table 4;
- Step 6- The reference must complete the bottom of page 2: printed name and company name; signature; and the date; and

¹ Duration of time is based on the Full-Time Equivalent (FTE). FTE is estimated to be approximately 1920 hours annually. FTE is also considered 35-40 hours per workweek.

Step 7- The Vendor shall collect all completed Staff Reference Forms and include the forms with its Response. Staff Reference Forms submitted with the Response must be completed, signed, and dated by the reference. (Original signatures are not required when submitting the Staff Reference Forms with the Response. Photocopies or scanned versions of the signed documents are acceptable. Unsigned documents will not be accepted.)

The Assessment Team may contact the reference(s) to validate information submitted in the Staff Reference Forms with the listed reference contact person.

f. **Understanding and Approach, Attachment II-F**

The Vendor must provide a brief narrative, not to exceed twenty (20) pages in length, describing their understanding of, and approach to, the questions/topics.

g. **CMAS/GSA Classification Qualifications, Attachment II-H**

The Vendor must complete the CMAS/GSA Classification Qualifications, Attachment II-H, for each proposed staff. The CMAS/GSA Classification/Job Title, the CMAS/GSA Experience and CMAS/GSA Education must be inserted into the appropriate column as shown in the example. The proposed staff's name, along with his/her specific experience and education shall be completed by the Vendor, **ensuring the proposed staff meets the CMAS requirements to qualify for the identified** for the design and development of the Certification, Approval, and Licensing Services (CALS) of the Child Welfare Services – New System (CWS-NS) **for the CMAS/GSA Classification.**

1) **Attach any required degree(s) and/or certification(s).**

h. **CMAS/GSA Agreement, Attachment II-H (IAS)**

In the RFO Response, the Vendor must include a complete, signed copy of their approved and active CMAS/GSA Agreement with all supplements and attachments issued by the Department of General Services (DGS).

i. **Bidder Declaration GSPD-05-105, Attachment II-I (IAS)**

The Vendor must complete and submit the Bidder Declaration GSPD-05-105 (available at www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf) with its Response. When completing the declaration, Vendors responding to the RFO must identify all subcontractors proposed for participation in this Agreement.

j. **Commercially Useful Function Documentation, Attachment II-J (IAS)**

All suppliers, including subcontractor(s), that are doing business with the State and are certified as a SB and/or DVBE, must perform a CUF and shall meet the CUF requirements under GC section 14837(d) (4)(A) (i-v) (for SB) and Military and Veterans Code section 999(b)(5)(B) (i) (I-V) (for DVBE). Attachment II-J shall be completed and included in the Response. (*If the Vendor is not a SB/DVBE and is not subcontracting with a SB/DVBE, please place "N/A" on the document and submit as part of the Response.*) For more information relating to subcontractors, please see Section III, SOW, Item 14, Subcontractors.

k. **DVBE Declaration Form STD. 843 (if applicable), Attachment II-K (IAS)**

Vendors that have been certified by California as a DVBE must also submit a completed form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration/Certification). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The completed form must be included with the Response. At the State's option prior to selection, Vendors responding to an RFO may be required to submit additional written, clarifying information. Failure to submit the requested information as specified may be grounds for a Response to be rejected. This form is available at www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf. (*If the Vendor is not a DVBE and is not subcontracting with a DVBE, this document is not required to be submitted in the Response.*)

I. **Cost Worksheet, Attachment II-L**

The Vendor is required to complete the Cost Worksheet. The Vendor must validate that the number of hours, the hourly rates, and per deliverable costs are calculated correctly. Term of the initial engagement of services is expected to be three (3) months with eight (8), three (3) month options to extend.

m. **Certificate of Insurance, Attachment II-M (IAS)**

The Vendor is required to provide a copy of the insurances listed below with the Response. At the time the Responses are due, only a copy of existing insurance is required. The State does not need to be named as additional insured prior to Agreement award. Should the Vendor be awarded an agreement, the State will require that the Certificate Holder on the Certificate Insurance include the OSI's address as: Office of Systems Integration, Attention: Acquisition and Contracting Services Division, 2535 Capital Oaks Drive, Suite 120, Sacramento, CA 95833 and the Agreement Number (which will be assigned at time of Agreement award).

Insurance requirements:

1) The Contractor's certificate of insurance shall comply with the following requirements:

a) **Commercial General Liability:**

On an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$1,000,000 annual policy aggregate or proof of adequate self-insurance if the Contractor is a self-insured government and/or a public entity. 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. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

In the case of the Contractor's utilization of subcontractors to complete the contracted scope of work, the contractors shall include all subcontractors as insured under the Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of the Contractor.

b) **Professional Liability:**

The Contractor shall maintain professional liability/errors and omissions insurance with limits no less than \$1,000,000 for each claim and \$1,000,000 aggregate covering damages caused by negligent errors, acts or omission. The policy retroactive date must be displayed on the certificate and must be before the date this Agreement is executed or before the commencement of work.

c) **Automobile Liability:** The Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

d) **Workers' Compensation Insurance:**

- i. Provisions of section 3700 of the California Labor Code requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing performance of work under the Agreement;
- ii. The Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required; and
- iii. If your business is a Sole-Proprietorship and does not employ any other individual(s), a signed statement on business letterhead stating, "I certify under penalty of perjury under the laws of the State of California that I do not employ any person in any manner as to become subject to the Worker's Compensation laws of California. I further certify that the OSI will be notified within thirty (30) days of any changes which results in the business becoming subject to the

Worker's Compensation laws of the State of California" this letter must be on file for this Agreement.

n. **Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification, Attachment II-N (IAS)**

The Vendor must complete and sign the certification showing that neither the Vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

o. **Iran Contracting Act Certification, Attachment II-O (IAS)**

The Vendor must furnish to the State a certificate stating that, if awarded the Agreement, the Vendor either (a) is **not** on the current list of persons engaged in investment activities in Iran created by the DGS pursuant to PCC section 2203(b) and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by the DGS, or (b) demonstrates it has been exempted from the certification requirement for that solicitation or agreement pursuant to PCC section 2203(c) or (d).

p. **Payee Data Record Form STD. 204, Attachment II-P (IAS)**

The Vendor must complete and sign the Payee Data Record Form (STD. 204), which is required for payments to all non-governmental entities and will be kept on file at the OSI. The form is available at: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>.

q. **CALS Technology Stack, Attachment II-S**

The Vendor must identify and propose additional software tools to support and enhance the agile software development services being provided.

3. **DOCUMENTATION REQUIRED PRIOR TO/OR UPON AWARD**

The following documentation does not need to be provided as part of the RFO Response, but may be requested prior to, or upon, Agreement award:

a. **Form 700 Statement of Economic Interests (Upon Award)**

CHHSA Conflict of Interest Code requires that each proposed staff who will provide services pursuant to the Agreement must complete a Statement of Economic Interests, Form 700, on an annual basis and within 30 days of assuming or leaving office: <http://www.fppc.ca.gov/Form700.html>.

b. **The OSI Acceptable Use Security Policy Certification (Upon Award)**

In accordance with the OSI Acceptable Use Security Policy, the Contractors authorized to use the OSI government owned/leased equipment or facilities are required to read the OSI Acceptable Use Security Policy. Each proposed staff must sign the OSI Acceptable Use Security Policy Certification.

c. **Certificate of Insurance - Requirements (Prior to Award)**

- 1) The insurer shall not cancel the insured's coverage without 30 days prior written notice to the State. Coverage needs to be in force for the complete term of the agreement. If insurance expires during the term of the Agreement, including any optional terms, a new certificate must be received by the OSI ten (10) days prior to the expiration of insurance. This new insurance must still meet the terms of the original agreement. In the event that the Contractor fails to keep insurance coverage in effect at all times required in this Agreement, the OSI may, in addition to any other remedies it may have, terminate this Agreement. The OSI shall not be responsible for any premiums, deductibles, or assessments on the insurance policy.
- 2) The State of California shall be included as an additional insured. The policy must include the OSI, the State of California, its officers, agents, and employees as additional insured but only with respect to work performed for the State of California under this Agreement.
- 3) Policy Cancellation, Termination and Notice of Non-Renewal: The Contractor shall provide to the State within five (5) business days following receipt by the contractor a copy of any cancellation or non-renewal of insurance required by this agreement. 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 Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- 4) Endorsements: Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 5) Inadequate Insurance: Inadequate or lack of insurance does not negate the contractor's obligations under the Agreement.
- 6) If awarded the Agreement, the Contractor shall furnish to the State, prior to commencing the performance of work, a Certificate of Insurance for the requirements as listed below.
- 7) Certificate Holder on the Certificate of Insurance must include the OSI's address as: **Office of Systems Integration, Attention: Acquisition and Contracting Services Division, 2535 Capitol Oaks Drive, Suite 120, Sacramento, CA 95833 and the Agreement Number** (which will be assigned at time of Agreement award).
- 8) The Contractor's Certificate of Insurance shall comply with the coverage requirements set forth in Section m:

ATTACHMENT II-A

VENDOR OUTLINE AND CHECKLIST

Complete this checklist to help confirm the items in your Response. Place a check mark or "X" next to each item that you are submitting to the State. **Responses must be complete and received no later than the designated Due Date & Time.**

NOTE: The State does not guarantee that this checklist is comprehensive. Use of this checklist does not absolve Vendors from reading the entire RFO nor will it excuse Vendors of any obligations set forth in this RFO.

This checklist should be completed and returned with your Response, but the submission of this checklist is not required.

Check

The Box **Attachment No.** **Attachment Names/Description**
ITEMS LISTED BELOW MAY BE REQUIRED FOR YOUR OFFER TO BE RESPONSIVE:

- | | | |
|--------------------------|------------------|---|
| <input type="checkbox"/> | Attachment II-B* | Information and Offer Certification Sheet |
| <input type="checkbox"/> | Electronic Media | Include an Electronic Copy of the Response
Two (2) Records: (1- Complete Response file and 1-Cost Worksheet file) |
| <input type="checkbox"/> | Attachment II-C | Staff Resume Table(s) |
| <input type="checkbox"/> | Attachment II-E | Staff Reference Form(s) |
| <input type="checkbox"/> | Attachment II-F | Understanding and Approach |
| <input type="checkbox"/> | Attachment II-G | CMAS/GSA Classification Qualifications
(Attach any required degree(s) and/or certification(s)) |
| <input type="checkbox"/> | Attachment II-H* | CMAS/GSA Agreement
(All supplements and attachments including job classification, experience requirements, education requirements, and hourly rates must be included in RFO Response.) |
| <input type="checkbox"/> | Attachment II-I* | Bidder Declaration, GSPD-05-105
(Attach any SB/DVBE certifications) |
| <input type="checkbox"/> | Attachment II-J* | Commercially Useful Function (CUF) Documentation
(If the Vendor is not a SB/DVBE and is not subcontracting with a SB/DVBE, please place "N/A" on the document and submit as part of the Response.) |
| <input type="checkbox"/> | Attachment II-K* | DVBE Declaration Form, STD. 843
(If the Vendor is not a DVBE and is not subcontracting with a DVBE, this document is not required to be submitted as part of the Response.) |
| <input type="checkbox"/> | Attachment II-L | Cost Worksheet |
| <input type="checkbox"/> | Attachment II-M* | Certificate of Insurance
(Current certificate of insurance for Commercial General Liability, Professional Liability, Automobile Liability, Workers' Compensation Insurance. <u>Please note:</u> the certificate of insurance does not need to name the State as an additional insured at the time of Response submission.) |
| <input type="checkbox"/> | Attachment II-N* | Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification |
| <input type="checkbox"/> | Attachment II-O* | Iran Contracting Act Certification |
| <input type="checkbox"/> | Attachment II-P* | Payee Data Record, STD. 204 |
| <input type="checkbox"/> | 6 - Hard Copies | Six (6) - Hard Copies of the complete Response, with one (1) marked as "Master." |

*Can be included in the Initial Administrative Submission.

ATTACHMENT II-B
INFORMATION AND OFFER CERTIFICATION SHEET

This Information and Offer Certification Sheet must be signed and returned along with all the "required attachments" as indicated in the RFO Submittal Instructions.

VENDOR'S FIRM INFORMATION

An unsigned Information and Offer Certification Sheet shall be cause for rejection of the Response.

1. Vendor's Firm Name	2a. Phone Number ()	2b. Fax Number (if any) ()
3. Physical Address		
4. Person Authorized to Bind Firm (Print)	5. Email Address	
6. Signature of Certification (Signature of Person Named Above)	7. Date	
8. Is your firm certified with the DGS, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> a. SB Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____ </div> <div style="width: 45%;"> b. DVBE Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____ </div> </div>		
NOTE: A copy of your certification should be included if the above item(s) are checked "Yes". <hr/> Date application was submitted to OSDS, if an application is pending: _____		

- A. By submission of a Response (offer), the Vendor is certifying that all required attachments and information are included with this certification sheet. (Attachments II-A – II-Q must be included with the submission of a Response, unless otherwise stated.)
- B. The signature affixed and dated hereon certifies compliance with all the requirements of this RFO. The signature provided authorizes the verification of the certifications.

By signing this form, Attachment II-B, I (we) certify the following statements:

- a. "I (we) hereby certify the information contained in this Response is accurate and all required attachments and information submitted as a part of this Response are certified to be true and binding upon the Vendor."
- b. "I (we) hereby certify this is a firm and irrevocable offer for ninety (90) days and agree to execute an agreement, if awarded."
- c. "I (we) hereby certify our ability and willingness to perform the services as described in the RFO."
- d. "I (we) hereby certify the availability of staff and other required resources for performing all services and providing all materials as described in this RFO."

ELECTRONIC MEDIA

PLACEHOLDER PAGE - INTENTIONALLY LEFT BLANK

VENDOR PLEASE INCLUDE YOUR
ELECTRONIC RECORDS

ATTACHMENT II-C
STAFF RESUME TABLE
EXAMPLE ONLY

Vendor Name:		Smith Company		
Proposed Staff's Name:		John Smith		
MQ #	Mandatory Qualifications	Project Description	Relevant Experience Description	Reference Contact
		Company Name, Project Name, Number of System Users, Time Period (MM/DD/YY - MM/DD/YY), and % of time	Staff's role and description of the relevant experience on the project(s).	Contact Name, Company Name, Phone Number, and Email
1.	At least two (2) years of demonstrated experience using Microsoft Office (2007) or later developing technical specifications.	Company Name: Company ABC	Role: Consultant	Contact Name: Jane Jones
		Project Name: XYZ IT Project	Description of relevant experience: a. As a consultant, Mr. Smith developed and wrote technical specifications for the Statement of Work for RFP 123 using Microsoft Office 2010	Company Name: Company ABC
		Number of System Users: 10,000		Phone Number: (916) 654-1234
		a. Time Period: 01/01/2011 - 12/31/2011		Email: jjones@ABC.ca.gov
		Percentage of Time: 100%		
		Company Name: DEF	Role: Consultant	Contact Name: Bob Brown
		Project Name: QRS IT Project	Description of relevant experience: b. As a consultant, Mr. Smith served as the lead in developing technical specifications for the project RFP using Microsoft Office 2007	Company Name: Company XYZ
		Number of System Users: 10,000		Phone Number: (916) 454-3456
		b. Time Period: 07/01/2012 - 06/30/2013		Email: bbrown@xyz.ca.gov
		Percentage of Time: 100%		
		Total Duration: 2 years		

Each Project Description, Relevant Experience Description and Reference Contact shall be tied together with a lower case letter, as it appears in the Example above (add "b", "c", etc. as necessary). Reference contacts shall be able to validate the experience provided.

ATTACHMENT II-C
STAFF RESUME TABLE

1. Staff Role Responsibilities

Each section and role has been divided in the following sections:

a. Product Manager

Responsibility - The Contractor shall provide a Product Manager, to perform activities as defined by the ADPQ Vendor Pool Labor Category Definitions as provided in Section III – Request For Offer – Statement Of Work Contractor Roles. The Product Manager shall oversee and manage the CALS Development team. The Product Manager shall additionally ensure that all work on this contract complies with contract terms and conditions and shall have decision-making authority on behalf of Contractor's corporate offices when necessary. The Contractor's Product Manager shall be the primary interface with the CWDS Contract Manager and shall attend status meetings and ad hoc meetings with stakeholders as required.

b. Delivery Manager (Scrum Master)

Responsibility - The Contractor shall provide a Delivery Manager (Scrum Master), to perform activities as defined by the ADPQ Vendor Pool Labor Category Definitions as provided in Section III – Request For Offer – Statement Of Work Contractor Roles. The Delivery Manager (Scrum Master) will serve as the Scrum Master and is primarily responsible to help the CALS Development Team achieve its goals on behalf of delivering CALS. The Delivery Manager (Scrum Master) also partners with the CWDS CALS Project Manager to assure that the CALS Development Team and the CALS Business Team follow appropriate agile methodology, and meet daily and iteration objectives. The Delivery Manager (Scrum Master) works to resolve or remove impediments for the CALS Development Team, helps manage the team's relationships with outside stakeholders, facilitates team continuous improvement, and coordinates solution implementation and delivery with other Delivery Managers (Scrum Masters) on the CWS-NS Release train.

c. Interaction Designer(s)/ User Researcher(s)/ Usability Tester(s)

Responsibility - The Contractor shall provide a team of 3 Interaction Designers / User Researchers / Usability Testers, to perform activities as defined by the ADPQ Vendor Pool Labor Category Definitions as provided in Section III – Request For Offer – Statement Of Work Contractor Roles. The Interaction Designer / User Researcher / Usability Tester Team shall perform as part of the CALS Development Team. The Interaction Designer / User Researcher / Usability Tester Team shall be a cross-functional team that provides product identification and research; identifies user behaviors, needs, and motivations; and develops and monitors testing metrics for gaining insight into users' satisfaction and delight with CALS. The Interaction Designer / User Researcher / Usability Tester Team will work in partnership alongside the CALS Business Team and other CWDS teams, as needed.

d. Lead Frontend Web Developer

Responsibility - The Contractor shall provide a Lead Frontend Web Developer that performs activities as defined by the ADPQ Vendor Pool Labor Category Definitions as provided in Section III – Request For Offer – Statement Of Work Contractor Roles. The Lead Developer will be primarily responsible for the CALS architecture and design, subject to approval by the Service Manager. The Lead Developer will be responsible for choosing the direction of the CALS software developers to execute the Service Manager's vision and goals, and to deliver working software at the end of a sprint. The Lead Developer will also help develop product roadmaps, backlogs, and measurable success criteria.

e. Frontend Web Developer

Responsibility - The Contractor shall provide a team of 3 Frontend Web Developers, to perform activities as defined by the ADPQ Vendor Pool Labor Category Definitions as provided in Section III – Request For Offer – Statement Of Work Contractor Roles. The Frontend Web Developers shall perform as part of the CALS Development Team. The Frontend Web Developers shall create and deploy user-facing interfaces for CALS that conform to the CWDS CWS-NS Project standards. The Frontend Web Developers will work in partnership alongside the CALS Business Team and other CWDS teams, as needed.

2. Staff MQs

Vendor Name:				
Proposed Staff's Name:				
Role:		Product Manager		
MQ #	Mandatory Qualifications	Project Description Company Name, Project Name, Time Period (MM/DD/YY - MM/DD/YY), and % of time	Relevant Experience Description Staff's role and description of the relevant experience on the project(s).	Reference Contact Contact Name, Company Name, Phone Number, and Email
1	The Product Manager shall have at least three (3) years of Full-Time Equivalent experience (FTE) as the primary person responsible for delivery, ongoing success, and continuous improvement of a minimum of two (2) digital service(s) or platform(s).	Company Name:	Role:	Contact Name:
		Project Name:		Company Name:
		a. Time Period:	a. Description of relevant experience:	a. Phone Number:
		Percentage of Time:		Email:
		Company Name:	Role:	Contact Name:
Project Name:		Company Name:		
b. Time Period:	b. Description of relevant experience:	b. Phone Number:		
Percentage of Time:		Email:		
Total Duration:				
2	The Product Manager shall have at least three (3) years FTE of management experience with software development and design in an agile environment.	Company Name:	Role:	Contact Name:
		Project Name:		Company Name:
		a. Time Period:	a. Description of relevant experience:	a. Phone Number:
		Percentage of Time:		Email:
		Company Name:	Role:	Contact Name:
Project Name:		Company Name:		
b. Time Period:	b. Description of relevant experience:	b. Phone Number:		
Percentage of Time:		Email:		
Total Duration:				
3	The Product Manager shall have at least three (3) years FTE of management experience with creating product descriptions and delivery plans.	Company Name:	Role:	Contact Name:
		Project Name:		Company Name:
		a. Time Period:	a. Description of relevant experience:	a. Phone Number:
		Percentage of Time:		Email:
		Company Name:	Role:	Contact Name:
Project Name:		Company Name:		

Vendor Name:				
Proposed Staff's Name:				
Role:		Product Manager		
MQ #	Mandatory Qualifications	Project Description Company Name, Project Name, Time Period (MM/DD/YY - MM/DD/YY), and % of time	Relevant Experience Description Staff's role and description of the relevant experience on the project(s).	Reference Contact Contact Name, Company Name, Phone Number, and Email
		<div>Time Period:</div> <div>Percentage of Time:</div>	Description of relevant experience:	<div>Phone Number:</div> <div>Email:</div>
		Total Duration:		

Vendor Name:				
Proposed Staff's Name:				
Role:		Delivery Manager (Scrum Master)		
MQ #	Mandatory Qualifications	Project Description Company Name, Project Name, Time Period (MM/DD/YY - MM/DD/YY), and % of time	Relevant Experience Description Staff's role and description of the relevant experience on the project(s).	Reference Contact Contact Name, Company Name, Phone Number, and Email
1	The Delivery Manager (Scrum Master) shall have at least three (3) years of FTE managing and delivering a minimum of two (2) digital service(s) or platform(s) that are similar to those described in the RFO.	<div>Company Name:</div> <div>Project Name:</div> <div>a. Time Period:</div> <div>Percentage of Time:</div> <div>Company Name:</div> <div>Project Name:</div> <div>b. Time Period:</div> <div>Percentage of Time:</div>	<div>Role:</div> <div>a. Description of relevant experience:</div> <div>Role:</div> <div>b. Description of relevant experience:</div>	<div>Contact Name:</div> <div>Company Name:</div> <div>a. Phone Number:</div> <div>Email:</div> <div>Contact Name:</div> <div>Company Name:</div> <div>b. Phone Number:</div> <div>Email:</div>
		Total Duration:		
2	The Delivery Manager (Scrum Master) shall have a minimum of three (3) years FTE of management experience delivering complex digital projects in an agile environment.	<div>Company Name:</div> <div>Project Name:</div> <div>a. Time Period:</div> <div>Percentage of Time:</div> <div>Company Name:</div> <div>Project Name:</div> <div>b. Time Period:</div>	<div>Role:</div> <div>a. Description of relevant experience:</div> <div>Role:</div> <div>b. Description of relevant experience:</div>	<div>Contact Name:</div> <div>Company Name:</div> <div>a. Phone Number:</div> <div>Email:</div> <div>Contact Name:</div> <div>Company Name:</div> <div>b. Phone Number:</div> <div>Email:</div>

Vendor Name:				
Proposed Staff's Name:				
Role:		Delivery Manager (Scrum Master)		
MQ #	Mandatory Qualifications	Project Description Company Name, Project Name, Time Period (MM/DD/YY - MM/DD/YY), and % of time	Relevant Experience Description Staff's role and description of the relevant experience on the project(s).	Reference Contact Contact Name, Company Name, Phone Number, and Email
		Percentage of Time:		
		Total Duration:		
3	The Delivery Manager (Scrum Master) shall have had at least three (3) years of FTE serving as a client's direct point of contact.	Company Name:	Role:	Contact Name:
		a. Project Name:	a. Description of relevant experience:	a. Company Name:
		Time Period:		Phone Number:
		Percentage of Time:		Email:
		Company Name:	Role:	Contact Name:
		b. Project Name:	b. Description of relevant experience:	b. Company Name:
		Time Period:		Phone Number:
		Percentage of Time:		Email:
		Total Duration:		
4	The Delivery Manager (Scrum Master) shall hold a certification related to Scrum.	Company Name:	Role:	Contact Name:
		a. Project Name:	a. Description of relevant experience:	a. Company Name:
		Time Period:		Phone Number:
		Percentage of Time:		Email:
		Company Name:	Role:	Contact Name:
		b. Project Name:	b. Description of relevant experience:	b. Company Name:
		Time Period:		Phone Number:
		Percentage of Time:		Email:
		Total Duration:		

Vendor Name:				
Proposed Staff's Name:				
Role:		Interaction Designer(s)/ User Researcher(s)/ Usability Tester(s)		
MQ #	Mandatory Qualifications	Project Description Company Name, Project Name, Time Period (MM/DD/YY - MM/DD/YY), and % of time	Relevant Experience Description Staff's role and description of the relevant experience on the project(s).	Reference Contact Contact Name, Company Name, Phone Number, and Email
1	At least one member of the Interaction Designer / User Researcher / Usability Tester Team shall have been involved as the lead Interaction Designer / User Researcher / Usability Tester in two (2) or more digital service projects similar in scope to the Bidder's proposed solution.	<div> <div>Company Name:</div> <div>Project Name:</div> <div>a. Time Period:</div> <div>Percentage of Time:</div> </div> <div> <div>Company Name:</div> <div>Project Name:</div> <div>b. Time Period:</div> <div>Percentage of Time:</div> </div>	<div> <div>Role:</div> <div>a. Description of relevant experience:</div> </div> <div> <div>Role:</div> <div>b. Description of relevant experience:</div> </div>	<div> <div>Contact Name:</div> <div>Company Name:</div> <div>a. Phone Number:</div> <div>Email:</div> </div> <div> <div>Contact Name:</div> <div>Company Name:</div> <div>b. Phone Number:</div> <div>Email:</div> </div>
Total Duration:				
2	Each member of the Interaction Designer / User Researcher / Usability Tester Team shall have been involved in at least one agile software development project.	<div> <div>Company Name:</div> <div>Project Name:</div> <div>a. Time Period:</div> <div>Percentage of Time:</div> </div> <div> <div>Company Name:</div> <div>Project Name:</div> <div>b. Time Period:</div> <div>Percentage of Time:</div> </div>	<div> <div>Role:</div> <div>a. Description of relevant experience:</div> </div> <div> <div>Role:</div> <div>b. Description of relevant experience:</div> </div>	<div> <div>Contact Name:</div> <div>Company Name:</div> <div>a. Phone Number:</div> <div>Email:</div> </div> <div> <div>Contact Name:</div> <div>Company Name:</div> <div>b. Phone Number:</div> <div>Email:</div> </div>
Total Duration:				
3	Taken as a whole, the Interaction Designer / User Researcher / Usability Tester Team shall have at least two (2) years of experience between them, in each of the following: a. Planning and leading user research	<div> <div>Company Name:</div> <div>Project Name:</div> <div>a. Time Period:</div> <div>Percentage of Time:</div> </div> <div> <div>Company Name:</div> <div>Project Name:</div> <div>b. Time Period:</div> <div>Percentage of Time:</div> </div>	<div> <div>Role:</div> <div>a. Description of relevant experience:</div> </div> <div> <div>Role:</div> <div>b. Description of relevant experience:</div> </div>	<div> <div>Contact Name:</div> <div>Company Name:</div> <div>a. Phone Number:</div> <div>Email:</div> </div> <div> <div>Contact Name:</div> <div>Company Name:</div> <div>b. Phone Number:</div> <div>Email:</div> </div>
Total Duration:				

Vendor Name:				
Proposed Staff's Name:				
Role:		Interaction Designer(s)/ User Researcher(s)/ Usability Tester(s)		
MQ #	Mandatory Qualifications	Project Description Company Name, Project Name, Time Period (MM/DD/YY - MM/DD/YY), and % of time	Relevant Experience Description Staff's role and description of the relevant experience on the project(s).	Reference Contact Contact Name, Company Name, Phone Number, and Email
	b. Producing user requirements, specifications and experience goals c. Planning and leading one to one task based usability testing d. Presenting synthesis to clients	Percentage of Time: Total Duration:		

Vendor Name:				
Proposed Staff's Name:				
Role:		Lead Frontend Web Developer		
MQ #	Mandatory Qualifications	Project Description Company Name, Project Name, Time Period (MM/DD/YY - MM/DD/YY), and % of time	Relevant Experience Description Staff's role and description of the relevant experience on the project(s).	Reference Contact Contact Name, Company Name, Phone Number, and Email
1	The Lead Frontend Web Developer shall have at least two (2) years of FTE leading the development of a minimum of two (2) digital service(s) or platform(s) that are similar to those described in the RFO.	a. Company Name: Project Name: Time Period: Percentage of Time: Company Name: Project Name: Time Period: Percentage of Time:	a. Role: Description of relevant experience: b. Role: Description of relevant experience:	Contact Name: Company Name: Phone Number: Email: Contact Name: Company Name: Phone Number: Email:

Vendor Name:				
Proposed Staff's Name:				
Role:		Lead Frontend Web Developer		
MQ #	Mandatory Qualifications	Project Description Company Name, Project Name, Time Period (MM/DD/YY - MM/DD/YY), and % of time	Relevant Experience Description Staff's role and description of the relevant experience on the project(s).	Reference Contact Contact Name, Company Name, Phone Number, and Email
		Total Duration:		
2	The Lead Frontend Web Developer shall have a minimum of two (2) years of experience in creating and deploying user-facing interfaces in an agile environment.	Company Name: _____ a. Project Name: _____ Time Period: _____ Percentage of Time: _____ b. Company Name: _____ Project Name: _____ Time Period: _____ Percentage of Time: _____	Role: _____ a. Description of relevant experience: _____ b. Role: _____ Description of relevant experience: _____	Contact Name: _____ a. Company Name: _____ Phone Number: _____ Email: _____ b. Contact Name: _____ Company Name: _____ Phone Number: _____ Email: _____
		Total Duration:		
3	The Lead Frontend Web Developer shall have at least two (2) years of experience with each of the following: <ul style="list-style-type: none"> a. Writing the frontends using Ruby on Rails b. Consuming RESTful APIs c. Developing software using test-driven development approach 	Company Name: _____ a. Project Name: _____ Time Period: _____ Percentage of Time: _____ b. Company Name: _____ Project Name: _____ Time Period: _____ Percentage of Time: _____	Role: _____ a. Description of relevant experience: _____ b. Role: _____ Description of relevant experience: _____	Contact Name: _____ a. Company Name: _____ Phone Number: _____ Email: _____ b. Contact Name: _____ Company Name: _____ Phone Number: _____ Email: _____
		Total Duration:		

Vendor Name:				
Proposed Staff's Name:				
Role:		Frontend Web Developer		
MQ #	Mandatory Qualifications	Project Description Company Name, Project Name, Time Period (MM/DD/YY - MM/DD/YY), and % of time	Relevant Experience Description Staff's role and description of the relevant experience on the project(s).	Reference Contact Contact Name, Company Name, Phone Number, and Email
1	Each Frontend Web Developer shall have a minimum of two (2) years of experience in creating and deploying user-facing interfaces in an agile environment.	Company Name: _____ a. Project Name: _____ Time Period: _____ Percentage of Time: _____ b. Company Name: _____ Project Name: _____ Time Period: _____ Percentage of Time: _____	Role: _____ a. Description of relevant experience: _____ b. Role: _____ Description of relevant experience: _____	Contact Name: _____ a. Company Name: _____ Phone Number: _____ Email: _____ b. Contact Name: _____ Company Name: _____ Phone Number: _____ Email: _____
Total Duration:				
2	Each Frontend Web Developer shall have at least two (2) years of experience with each of the following: a. Writing the frontends using Ruby on Rails b. Consuming RESTful APIs c. Developing software using test-driven development approach	Company Name: _____ a. Project Name: _____ Time Period: _____ Percentage of Time: _____ b. Company Name: _____ Project Name: _____ Time Period: _____ Percentage of Time: _____	Role: _____ a. Description of relevant experience: _____ b. Role: _____ Description of relevant experience: _____	Contact Name: _____ a. Company Name: _____ Phone Number: _____ Email: _____ b. Contact Name: _____ Company Name: _____ Phone Number: _____ Email: _____
Total Duration:				

Each Project Description, Relevant Experience Description and Reference Contact shall be tied together with a lower case letter, as it appears in the previous Example (add "b", "c", etc. as necessary). Reference contacts shall be able to validate the experience provided.

3. MQ Summary Form

Vendor must complete and submit this form as part of its offer to confirm that the proposed staff meet the mandatory duration of experience or required number of projects.

As an example, in Attachment II-C Staff Resume Table, MQ #1 requires the Product Manager to have at least three (3) years of Full-Time Equivalent experience (FTE) as the primary person responsible for delivery, ongoing success, and continuous improvement of a minimum of two (2) digital service(s) or platform(s). The Vendor must insert the minimum of "3" into the column "MQ#1," in the Contractor Role row, indicating that the proposed staff has met the total number of years required for this requirement.

MANDATORY QUALIFICATIONS REQUIREMENT NUMBERS								
	MQ# 1	MQ# 2	MQ# 3	MQ# 4	MQ# 3a	MQ# 3b	MQ# 3c	MQ# 3d
Product Manager								
Delivery Manager (Scrum Master)								
Interaction Designer/ User Researcher/ Usability Tester								
Interaction Designer/User Researcher/Usability Tester								
Interaction Designer/User Researcher/Usability Tester								
Lead Frontend Web Developer								
Frontend Web Developer								
Frontend Web Developer								
Frontend Web Developer								

ATTACHMENT II-D
DEFINITION OF TERMS

TERM	DEFINITION
Acceptance, Accepted	Written notice from the State to the Contractor that a Deliverable or service has satisfied the Acceptance Criteria for that Deliverable or service.
Acceptance Criteria	The conditions that must be met before the State Product Owner accepts the particular functionality or User Story. Acceptance Criteria may be defined at a system level, a feature level, or a User Story level, but the criteria must be defined before delivery.
Acceptance Test	The functional testing of a digital service(s), component, or major release of software intended to determine if it meets requirements specified in the Acceptance Criteria. This definition supersedes the definition for Acceptance Tests provided in the CWS-NS General Provisions, paragraph 1. Definitions.
Administration for Children, Youth and Families (ACYF)	The principal operating division of the Department of Health and Human Services. ACYF is the federal sponsor for Child Welfare Services and the Statewide Automated Child Welfare Information Systems (SACWIS) program.
Administrative Action (AA)	A legal action initiated by CDSS against an applicant, licensee, an individual or an entity which is certified.
Administrative Action	In the context of Resource Family, a term applied to legal actions against a Resource Family. Examples of administrative actions include application denials and in some circumstances, rescissions of the Resource Family approval and exclusion actions against individuals.
Administrator	The licensee, or the adult designated by the licensee to act in his/her behalf in the overall management of the facility.
Adult	In the context of Resource Family, a person who is 18 years old or older, except when a "child" who is 18 or 19 and meets the requirements of WIC 11403, and continues to be provided with care and supervision by the caregiver in the home, or 18-22 as specified in the definition for "child with special health care needs" and continues to be provided with care and supervision by the caregiver in the home.
Agency of jurisdiction	In the context of certification, approval, or licensing of homes or facilities, a term to define a set of users. It means the agency responsible for licensing, approval, or certifying a unique set of facilities or homes.
Agile Software Development	An umbrella term for iterative, incremental software development methodologies including Extreme Programming (XP), Scrum, Kanban, Crystal, Dynamic Systems Development Method (DSDM), Lean, and Feature-Driven Development (FDD). Agile development is an alternative to traditional phase-driven "Waterfall" development method, which emphasizes top-down project management, "big design up front," silos for architecture and design, coding, and testing, and extensive documentation. Agile methodologies share an emphasis on small teams delivering small increments of working software with great frequency while working in close collaboration with the customer and adapting to changing requirements.
Agile Sprint Planning	The process by which increments of work are planned, estimated, and committed to by the Contractor.
Allegation	In the context of Resource Family, an allegation is Information which asserts or indicates that a Resource Family may not have met or may not be meeting the requirements of one or more of the Written Directives or any applicable laws.
Allegation	A report provided to law enforcement or a child welfare agencies that describes Child Abuse.

TERM	DEFINITION
Alpha	One of the four CWDS digital service stages. The objective of this stage is to build one or more prototypes based on research from the Discovery Phase. These prototypes will be tested with small groups of actual users who will work closely with designers and developers to implement changes on user feedback. These users will gain a greater understanding of the service, test the design approach, test the technology, gain a shared understanding of the service at a coding and integration level, and understand what will need to be delivered during the Beta stage. The outputs of this stage include, but are not limited to, the following: prototype(s), identification of risks, and identification of the team's sprint velocity.
Appeal	The due process right and/or the formal request for a change to a licensing, certification, or approval decision.
Applicant	Any individual, firm, partnership, association, corporation, county, city, public agency or other government entity that has submitted application materials for a community care facility license, group or foster home license, resource family home approval, administrator certificate, or special permit.
Application Program Interface (API)	A software intermediary that makes it possible for application programs to interact with each other and share data. An API is often an implementation of REST that exposes a specific software functionality while protecting the rest of the application.
Assessing	The use of historical and current information about the family and the child to determine if the child is safe in their currently living environment. When assessing safety and risk a child welfare worker identifies risk factors and/or appropriate services to improve the family's situation.
Assessment	A written document which contains information relevant to the case situation and an appraisal of case service needs. California Manual of Policies and Procedures Division 31-002(a)(10).
Associated Adults	In the context of licensed or certified homes and facilities, an applicant, licensee, adult resident, volunteers under certain conditions, and employees who have contact with clients or are otherwise required under California Health and Safety Code to require a background check.
Associated individual	In the context of Resource Family, an individual associated to the Resource Family's home or to the proposed Resource Family's home who resides in the home or is otherwise required to be background cleared as set forth in WIC section 16519.5(d).
Asynchronous JavaScript and XML (AJAX)	A method of building interactive applications for the Web that process user requests without reloading the page.
Beta	One of the four CWDS digital service stages. The objective of this stage to develop and test the working software for use by a subset of the target audience. Changes are implemented based on user behavior and feedback. The outputs of this phase include, but are not limited to, the following: fully working system with a minimal viable product (MVP) set of features, training and implementation material, identification of risks, and release acceptance.
Business Days	Calendar Days less weekends and State holidays
Calendar Days	All days in a month including weekends and holidays.
Capacity	The number of children and/or non-minor dependents for whom a facility or home may provide care and supervision.
Caregiver	The person who has the authority and responsibility for the care and supervision of a child in a licensed, certified, or approved home or facility.
Case	A client record for a child or non-minor dependent receiving court ordered or voluntary services.
Certification, Approval, and Licensing Services (CALS)	The digital service of CWS-NS designed and deployed to fulfill CWS-NS' users' needs related to Certification, Approval, and Licensing of homes and facilities.

TERM	DEFINITION
Change of Location	When an existing licensed, certified, or approved facility or home changes location, the new facility or home is inspected to ensure that Title 22 regulations or RFA written directives are met before a new or updated license, certification, or approval is issued.
Child Abuse	See Child Abuse definition in California Welfare and Institutions Code section 300 and California Penal Code sections 11164 -11165.6.
Child Welfare (CW) Worker/staff	Child Welfare staff employed by the State, counties (Child Welfare and Probation) or tribes to provide a full range of necessary services to a child or family.
Child Welfare Agency	A county child welfare agency, probation agency or approved Title IV-E tribe that provides services directed toward protecting and promoting the welfare of children.
Child Welfare Services	Public social services directed toward protecting and promoting the welfare of children as defined by Welfare and Institutions Code Section 16501(a).
Civil penalty	A fine assessed by the licensing agency against the licensee or unlicensed operator for failure to comply with applicable law and regulation.
Complaint	One or more allegations made that a Resource Family, licensed facility, or certified home is in violation of requirements for approval or licensure.
Configuration Management	A process of automating the replication of a server image from a script, using tools such as Chef, Puppet, Salt, and Ansible.
Contact	In person, writing or telephone communications by a social worker or other persons authorized pursuant to regulations or designated to provide services to a child, youth, parent(s), guardian(s), out-of-home care providers or other persons involved in child welfare services.
Contract	An Agreement between the State & Contractor to perform services and/or deliver the deliverables pursuant to the Statement of Work.
Containerization	A method of deploying software within a container. A container, in general, is an isolation implementation within a virtualized operating system. Specific implementations of containerization include Docker, LXC, Rkt, and Warden.
Core County Group	A group of counties that have been identified as the first to engage in a Digital Services Team's Discovery, Alpha, and Beta processes. The core group is typically a representation of small, medium, and large counties from all California regions and may also have a variation of performance measurements.
Core Constituent Group	The Core Constituent Group will be comprised of the CALS Core County Group and representatives of CCLD regional offices. The Core Constituent Group will meet regularly with the CWDS digital service team throughout development to advise on the criteria for successful delivery of user needs and various performance measurements, including by serving as user-testers of developed product prior to release and/or delivery.
Cross-Reporting	The process by which child welfare agencies and law enforcement agencies are required to notify each other when a report of child abuse, neglect, or exploitation is received.
CWS-NS General Provisions	CWS-NS General Provisions refers to the CWS-NS General Provisions - Information Technology document.
Deficiencies	A failure of a Deliverable or service, or an omission, defect, error, or inadequacy in a Deliverable or service, causing it not to conform to applicable specifications.
Deficiency	In the context of certification, approval, or licensing of homes or facilities, a violation of a statute or regulation.
Definition of Done	The Acceptance Criteria by which a unit of work (e.g User Story, release) is assessed to determine completeness and ensure quality standards are applied prior to acceptance.
Design Spike	A design approach whose purpose is to provide the answer or solution that previously could not be estimated until the development team conducted actual work to resolve a design problem.

TERM	DEFINITION
DevOps	A team that provides level two help desk support as well maintains and enhances digital service (e.g., Intake) at the conclusion of each digital service vendor contract.
Developments	Materials, including but not limited to, designs, drawings, technical data or design documents, reports, memoranda, studies, plans, formulas, compositions, processes, specifications, notes, statements, artwork, techniques, Software (including data and related documentation), exhibits, and any other documents or materials that are: (i) made, conceived of, or developed, in whole or in part, by the Contractor or its subcontractors in its performance of services; or (ii) modifications made by or on behalf of the Contractor to Contractor Technology (but not Contractor Technology itself)
Differential Response (DR)	An approach that allows child protective services to respond differently to accepted reports of child abuse and neglect. Differential Response services are provided by community-based organizations and can either be provided to the family in lieu of Child Welfare Services (Path 1) or as a supplement to Child Welfare Services (Path 2). A Path 1, Differential Response is chosen when allegations do not meet statutory definitions of abuse or neglect, and the family is given an opportunity to embrace community services. A Path 2 Differential Response is chosen when reports meet statutory definitions of abuse or neglect, and assessments indicate that with targeted services a family is likely to make needed improvements to improve child safety.
Digital Service	The packaged collection of software created pursuant to this Contract in order to fulfill the scope of work.
Digital Service Stage	Each of the CWDS digital service stages of Discovery, Alpha, Beta, and Live represent a point in time status of each digital service (e.g., Intake). Each digital service is only in one stage at any given time. Each digital service always moves forward from one stage to the next (D --> A --> B --> L). The length of each stage will vary for each digital service.
Discovery	One of the four CWDS digital service stages. The objective of this stage is conduct the primary research to identify users and their true needs and explore other stakeholders needs, such as specific client or policy requirements. The outputs of this stage include, but are not limited to, the following: prioritized list of epics and user stories, alpha phase goals, initial set of user personas, and target go-live date.
Disposition	The resolution or outcome of a child abuse investigation. In child welfare, there are three identified outcomes: substantiated, inconclusive or unfounded.
Documentation	Both external to the Product and internal to the Product materials for both the process and Product and includes printed materials (e.g., quick start cards, manuals and books), computer-readable text (e.g., plain text files, hyperlinked help systems and web pages), audio and video (e.g., computer-based video files, video tapes and telephone-based question and answer service) and built-in documentation (e.g., built-in manuals and source code comments). This definition supersedes the definition for Documentation provided in the CWS-NS General Provisions, paragraph 1. Definitions.
Epic	A very large user story that is eventually broken down into smaller stories; epics are often used as place holders for new ideas that have not been thought out fully.
Evidence	Testimony, writings, material objects, or other things presented to the senses that may prove the existence or nonexistence of a fact.
Exemption	The granting of an exemption to the disqualification for a license, employment or presence in a home or facility, as allowed under Health and Safety Code section 1522 subsection (g) for a person who does not have a criminal records clearance.
Feature	A collection of User Stories or requirements of similar nature that together fulfill a stakeholder need.
GitHub	A cloud service that programmers use to store their software projects, share them, and work on them collaboratively in teams.
Go-Live	For purposes of CWS-NS implementation, Go-Live represents the first day a release or digital service becomes operational at a site. It is after all testing and site readiness activities (including OCM and training) have been successfully completed. The appropriate users are now using the functionality in a Production environment with live data.
Impediment	Anything that keeps the team from getting work done and that slows velocity.

TERM	DEFINITION
Implementation Organization	For purposes of CWS-NS implementation, an implementation organization (hereinafter referred to as "Org") represents an organizational location in California where CWS-NS will be deployed. There are 60 implementation Orgs and they are categorized by the State as a whole, the 58 counties, and the tribes as a whole. Each Org, however, may consist of one or more office locations.
Inspection	An inspection is conducted to evaluate compliance with statute and regulations.
Intake	The initial entry point into child welfare services that include processes to receive child abuse, neglect or exploitation referrals from community members and mandated reporters.
Intake Digital Service	Refers to the Intake and Investigations functionality.
Intake Worker	A child welfare worker who receives, records, screens and assesses reports to determine whether a reported incident of abuse, neglect, or exploitation requires a response and what type.
Integration Test	The phase in software testing in which individual software modules are combined and tested as a group.
Interoperability	The seamless implementation and integration of the various components of each digital service and across all modules that together form the CWS-NS.
Investigation	The process that CW and Licensing, Certification and Approval workers utilize to collect information through in-person contacts with the child, family, and contacts with individuals who may have information about events related to allegations in a referral or against the facility, home, or associated individual or adult.
Investigator	A licensing worker with peace officer status who investigates the most serious complaint allegations made against a licensee or foster parent, and a county worker who investigates complaints against a foster parent.
Joyful	In the context of user interface (UI), a joyful UI is a natural user interface that feels intuitive to use and focuses on the joy of doing versus accomplishment and task completion.
Key Staff	Contractor staff positions designated by the State in the Statement of Work that are essential to the Project.
Learning Management System (LMS)	A tool used to administer, manage, track, and deliver training programs and courses.
Legacy System	An old method, technology, computer system, or application program, of, relating to, or being a previous or outdated computer system. In this contract the Legacy System refers to the Child Welfare Services/Case Management System (CWS/CMS).
License	Basic permit to operate a facility.
Licensed, Certified, or Approved Home or Facility	A home or facility that the agency of jurisdiction has authorized to provide care and supervision.
Licensee	An individual, firm, partnership, corporation, association, county, city, public agency, or other government entity having the authority and responsibility for the operation of a facility or home.
Licensing Administrative Action Record System (LAARS)	System that allows agencies to verify if a new applicant has been the subject of a prior licensing administrative action within CDSS.
Licensing, Certification, and Approval Worker/staff	Staff employed by the State, counties (Child Welfare and Probation) or tribes to provide a full range of licensing, certification, and/or approval duties.

TERM	DEFINITION
Licensing Information System (LIS)	An automated system utilized by California Community Licensing staff to record facility licensing information. The system contains facility information and individual caregiver background check status and tracks payments for applications, annual billing, and civil penalty fees.
Live	One of the four CWDS digital service stages. The objective of this stage is to open the site to all users. The service must meet all security and performance standards prior to go live. The digital service will have continued process improvement based on user feedback, analytics and further research. The outputs of this stage include, but are not limited to, the following: sites trained and implemented and user feedback.
Mandated Reporter	A person employed in a profession designated within the Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 - 11174.3) who is legally obligated to report to law enforcement and/or child welfare services any incident “reasonably suspected” of being child abuse or neglect.
Minimum Viable Product (MVP)	A set features for each digital service that represents functionality required to support a core set of business processes.
Non-Minor Dependent (NMD)	Foster youth that remain in foster care beyond the age of 18.
Offer	A promise that, according to its terms, is contingent upon a particular act, forbearance, or promise given in exchange for the original promise or the performance thereof; a demonstration of the willingness of a party to enter into an Agreement.
Office of Systems Integration (OSI)	The State entity which contracts with the CWS-NS Services Contractor on behalf of the State.
Open Source Software	Software where source code is made available with a license in which the copyright holder provides the rights to study, change, and distribute the software to anyone and for any purpose
Parties or Party	Refers to the contracting entities, Contractor and OSI, collectively and in the singular.
Pattern Library	A collection of user interface design patterns.
Performance Standards	The standards relating to the operation of an individual Digital Service and/or the System as a whole as described in the Contract.
Perpetrator	A person who is believed to commit an act of child abuse.
Pivotal Tracker	An Agile project management and collaboration software that allows teams to collaborate and react to real-world changes instantly. Tracker maintains a prioritized backlog of project deliverables, broken down into small, estimated pieces, called stories. It dynamically groups these stories into fixed segments of time, called iterations, and it predicts progress based on real historical performance (velocity).
Placement	Any approved or certified home, licensed facility or court ordered residence where a child lives away from their family of origin.
Product (or Program Product)	The packaged collection of software created pursuant to this Contract in order to fulfill the scope of work. This definition supersedes the definition for Program Product provided in the CWS-NS General Provisions, paragraph 1. Definitions.
Product Backlog	The requirements for a system, expressed as a prioritized list of product backlog items. These include both functional and non-functional customer requirements as well as technical team-generated requirements. During a Sprint planning meeting, backlog items are moved from the product backlog into a sprint, based on the product owner's priorities.
Product Owner	See definition for Service Manager.
Product Roadmap	The high-level initiatives and the planned steps that communicate direction and progress to internal teams and external stakeholders.
Project	The planned undertaking regarding the entire subject matter, the terms of the Contract, and the activities of the parties related to the Child Welfare Services New System.
Project Director	The individual chosen by OSI to manage the Project and given the responsibilities of the day-to-day management for the Project.

TERM	DEFINITION
Proposal	The document submitted by the Contractor in response to the procurement document for this Contract.
Readiness	The state of being ready or prepared. For purposes of CWS-NS implementation, each site will conduct many readiness tasks and activities in preparation for Go-Live. Each site will undergo several checkpoints along the way to assess readiness progress.
Referential Integrity	The relational database feature of utilizing valid values and relationship between tables to prevent users or applications from entering inconsistent data.
Referral to community agency	When the determination that a child abuse investigation is not warranted but other needs are identified, the referral may be sent to a community agency for follow-up.
Referrals	Emergency response Referrals contain information in regard to allegations of child abuse, neglect, or exploitation as defined by Penal Code Section 11165 et seq., Welfare and Institutions Code, and the Division 31 regulations. Emergency response referrals do not include inappropriate inquiries such as those regarding aid payments, Medi-Cal cards, etc.
Regional Training Academies (RTA)	The CWS Regional Training Academies (RTAs) provide training for the current CWS/CMS application as well as Core Social Work practice for the county users. Each RTA covers a geographical area within California and they serve many counties. Each RTA has at least one trainer (usually more) that provides this training either onsite at the county or at the RTA training facility. Refer to the CWS CMS Regional Training Academies document in the Bidders Library for more information.
Reporting Party	A person who reports to child welfare services any incident "reasonably suspected" of being child abuse or neglect.
Resource Family	An individual or couple that a County determines to have successfully met the application and assessment criteria necessary for providing care for a child or nonminor dependent who is under the jurisdiction of the juvenile court, or otherwise in the care of a county child welfare agency or probation department.
Resource Family Approval	The single process for approving families for foster care, legal guardianship, and adoption.
REST	A coordinated set of constraints to the design of components in a distributed hypermedia system that can lead to a higher-performing and more maintainable architecture.
RESTful	A common software architectural style for development of web services.
Revocation	The administrative action to revoke a license because of serious or chronic violations of licensing statutes or regulations.
Risk	The likelihood that a family will abuse or neglect a child in the future.
Rollout	For purposes of CWS-NS implementation, rollout is the timeline of when sites will complete their implementation readiness activities and then go-live.
Safety	The determination as to whether there are present dangers and/or imminent threats of serious harm/maltreatment to a child or children.
Screening	The process used by the Child Welfare Agency to determine whether information received meets criteria for some type of intervention.
Server image	A copy of a server state, including the configuration, dependencies, data, software, etc.
Service Desk	Provides incident management to ensure customer's problems are resolved in a timely fashion.
Service Director	The CWDS Service Delivery Organization is comprised of Service Directors and Service Teams. The Service Teams are grouped by function into categories. Each category is led by a Service Director. The Service Director provides overall guidance and direction to the Service Teams within their Service Category. A Service Director's primary focus is on: <ul style="list-style-type: none"> • Pulse and Status of Service Development • Vision of Integrated Services • New Concept Overviews

TERM	DEFINITION
Service Manager(s)	Synonymous with Product Owner and the keeper of the requirements. He/she provides the “single source of truth” for the Team regarding requirements and their planned order of implementation. In practice, the Product Owner is the interface between the business, the customers, and their product related needs on one side, and the Team on the other. He/she buffers the Team from feature and bug-fix requests that come from many sources, and is the single point of contact for all questions about product requirements. He/she works closely with the team to define the user-facing and technical requirements, to document the requirements in epics and user stories as needed, and to determine the order of their implementation. He/she maintains the Product Backlog (which is the repository for all of this information), keeping it up to date and at the level of detail and quality the Team requires. The Product Owner also sets the schedule for releasing completed work to customers, and makes the final call as to whether implementations have the features and quality required for release.
Slack	Instant messaging, forums, and email all rolled into one app. An online, social-messaging platform for groups. Collaborators can create a team in Slack and then log in to have group or private discussions, share materials, and links with one another, or simply banter.
Sprint	A regular, repeatable time-boxed work cycle during which work is completed and made ready for review.
Sprint Zero Phase	The period of time prior to commencing delivery sprints.
Sprint Zero Artifacts	The documents that will be delivered by the Contractor during the Sprint Zero Phase.
Strangler Pattern	An application development approach to the replacement of legacy systems in which a new application is created around the old application thereby reducing the cost and risk over an approach of a complete rewrite of the system. Slowly, over time, the new application will do more and more of the work and eventually strangle the old legacy application.
Suspected Child Abuse Report (SCAR)	A California Department of Justice standard form for Mandated Reporters reporting child abuse.
Title IV-E	Title IV-E Foster Care and Adoption Assistance Program.
Train-the-Trainer (TTT)	For purposes of CWS-NS implementation, the vision is for the Implementation Contractor to train the site and RTA trainers regionally or in counties. The site and RTA trainers would then, in turn, train the remaining users.
Unit Test	An automated piece of code that invokes a unit of work in the system and then checks a single assumption about the behavior of that unit of work.
User Persona	A typical user of a system, an example of the kind of person who would interact with it. Personas are not roles which people play, but describe a typical instance of an actor.
User Story	A tool used in Agile software development to capture a description of a software feature from an end-user perspective. The user story describes the type of user, what they want and why. A user story helps to create a simplified description of a requirement and contains acceptance criteria.
User Story Approval	The process by which the State Product Owner approves the work completed for each User Story by verifying that the Contractor has met the Definition of Done.
UX/UI Design	UX Design refers to the term User Experience Design, while UI Design stands for User Interface Design. Both elements are crucial to a product and work closely together. Where UX Design is a more analytical and technical field, UI Design is closer to what we refer to as graphic design, though the responsibilities are somewhat more complex.
Victim	A child that has been alleged to or has suffered neglect, physical abuse, psychological or emotional abuse, sexual abuse, or exploitation.

ATTACHMENT II-E
STAFF REFERENCE FORM, PAGE 1 OF 2

VENDOR'S NAME: "Type Firm Name Here"

The Vendor above has listed you as a reference and is requesting for you to complete this Staff Reference Form, Attachment II-E.

REFERENCE INSTRUCTIONS:

- Step 1:** Complete Columns 1-2 in Table 2 by marking "yes" or "no" and providing an explanation if needed.
- Step 2:** Complete Column 2 of Table 3, by utilizing the description of ratings provided in Table 4.
- Step 3:** At the bottom of the page, **print your name, your company's name, then sign and date.**
- Step 4:** Return the completed Staff Reference Form to Vendor.

ATTACHMENT II-E
STAFF REFERENCE FORM, PAGE 2 OF 2

VENDOR'S NAME: "Type Firm Name Here" VENDOR'S STAFF NAME: "Type Your Proposed Staff's Name Here"

TABLE 1 – Reference's Information (Please Note: This information should match the information provided in Attachment II-C, Staff Resume Table.)	
Reference Contact Name:	
Reference Company Name:	
Reference Company Address:	
Reference Phone Number:	
Reference E-mail Address:	

TABLE 2 – The Reference Must Complete This Table.	
COLUMN 1	COLUMN 2
Did the Vendor provide you with a copy of the completed Attachment II-C, Staff Resume Table, for the Vendor's staff named at the top of this page prior to your completion of this form?	Did the Vendor's staff named at the top of this page perform the services described in Attachment II-C, Staff Resume Table (including the functions as described and the time period provided)? (Yes or No. If No, please explain.)
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No* *(Add explanation here, if "No" is checked.)

TABLE 3 – The Reference Must Complete This Table. The Reference shall rate the Vendor's staff performance and abilities by entering a rating value (in Column 2) for each corresponding Performance and Ability Statement (listed in Column 1).	
COLUMN 1	COLUMN 2
Performance and Ability Statements	Rating Value: 20 points=Excellent 15 points=Good 10 points=Fair 5 points=Poor 0 points=No Value
Rate the performance of the Vendor's staff during this engagement.	
Rate the ability of the Vendor's staff to perform the contractually, required work in a timely manner.	
Rate the verbal and written communication skills of the Vendor's staff.	
Rate the ability of the Vendor's staff to engage in positive working relationships with other coworkers.	
Rate the knowledge of the Vendor's staff in the required areas of expertise.	
TOTAL POINTS FOR ALL STATEMENTS	

TABLE 4 – Descriptions of Rating Values	
Rating Value:	Description
20 points=Excellent	The performance and abilities of the Vendor's staff were exceptional during this engagement.
15 points=Good	The performance and abilities of the Vendor's staff were above average during this engagement.
10 points=Fair	The performance and abilities of the Vendor's staff were average during this engagement.
5 points=Poor	The performance and abilities of the Vendor's staff were below average during this engagement.
0 points=No Value	The performance and abilities of the Vendor's staff were unsatisfactory during this engagement.

By signing this form, the Reference is certifying that all information provided on this form is correct.

Name of Reference Contact (print)

Name of Company Reference (print)

Signature of Reference Contact

Date

ATTACHMENT II-F
UNDERSTANDING AND APPROACH

Vendor Name: **"Type Firm Name Here"**

Provide a narrative, not to exceed twenty (20 pages) in length, describing your understanding of and approach to the following questions/topics.

Item	Understanding and Approach Question/Topic(s)
1	Describe your understanding of the scope of work, and your technical approach to the major activities that must be performed to complete the work, including technical challenges and how the Bidder's technical approach overcomes these challenges.
2	Describe your user interaction approach, including user research, user interviews, and 1:1 task based usability testing; product identification and research; user behaviors, needs, and motivations; testing metrics and narrative.
3	Provide a Product Development Roadmap that describes the goals, key features, and metrics for major releases
4	Describe each additional software tool required to support and enhance the agile software development services being provided to support the scope of work identified in Statement of Work Section 5 Scope of Services, its purpose, and why the tool was proposed in Attachment II-S – CALS Technology Stack. If the proposed tool is not open source, provide justification why the tool is preferred over an open source tool. The Vendor shall not include costs for proposed additional software tools or software tools provided by the State.

ATTACHMENT II-G
CMAS/GSA CLASSIFICATION QUALIFICATIONS
EXAMPLE ONLY

Vendor Name: Sample Vendor Firm Name

(a) Proposed Staff's Name	(b) CMAS/GSA Classification of the Proposed Staff	(c) CMAS/GSA Job Classification Experience Requirement (from CMAS/GSA)	(d) Description of Experience that Satisfies the Classification Requirements (MM/DD/YY – MM/DD/YY; Company Name; Relevant Experience) along with the Reference name, email, phone #	(e) CMAS/GSA Classification Education Requirement (from CMAS/GSA)	(f) Description of Education that satisfies the Classification Education Requirement Attach any degrees or certificates required
John Smith	Senior Technical Lead	Experience: This classification shall have a minimum of seven (7) years of experience in projects. At least four (4) years of that experience shall have been in a lead capacity.	From 01/01/1997 thru 06/30/2000 (3.5 years, all in a lead capacity), Mr. Smith worked for Company ABC and served in a lead capacity as the Senior Technical Lead on the XYZ IT Project for the Department of Motor Vehicles. Duties included..... Reference: Jim Dar, 209-244-1294, jim.dar@dmv.ca.gov From 07/01/1993 thru 12/1996 (3.5 years, 6 months in a lead capacity), Mr. Smith worked for Company RST and served as the Technical Lead and Senior Technical Lead on the UVW IT Project for the State Controller's Office. Duties included..... Reference: Pat Rex, 916-747-9876, pat.rex@sco.ca.gov	Education: This classification requires the possession of a bachelor's or equivalent university degree.	Bachelor's Degree in Computer Science for John Smith is attached

ATTACHMENT II-G
CMAS/GSA CLASSIFICATION QUALIFICATIONS

Vendor Name: **"Type Firm Name Here"**

(a) Proposed Staff's Name	(b) CMAS/GSA Classification of the Proposed Staff	(c) CMAS/GSA Job Classification Experience Requirement (from CMAS/GSA)	(d) Description of Experience that Satisfies the Classification Requirements (MM/DD/YY – MM/DD/YY; Company Name; Relevant Experience) along with the Reference name, email, phone #	(e) CMAS/GSA Classification Education Requirement (from CMAS/GSA)	(f) Description of Education that satisfies the Classification Education Requirement Attach any degrees or certificates required

ATTACHMENT II-H
CMAS/GSA AGREEMENT

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VENDOR PLEASE INCLUDE YOUR
CMAS/GSA AGREEMENT

ATTACHMENT II-I
BIDDER DECLARATION, GSPD-05-105

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VENDOR PLEASE INCLUDE YOUR COMPLETED
BIDDER DECLARATION

Form can be located at:

<http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf>

ATTACHMENT II-J
COMMERCIALLY USEFUL FUNCTION DOCUMENTATION

All certified small business, micro business, or DVBE contractors, subcontractors or suppliers shall meet the CUF requirements under GC section 14837(d) (4)(A) (i-v) (for SB) and Military and Veterans Code section 999(b)(5)(B) (i) (I-V) (for DVBE) as stated below.

VENDOR NAME: _____

SUBCONTRACTOR NAME: _____

Mark all that apply: **DVBE** ☐ **Small Business** ☐ **Micro Business** ☐

SECTION 1:

A person or entity is deemed to perform CUF, if a person or entity **does** all of the following. (Please answer the following questions.)

I.	Is responsible for the execution of a distinct element of the work of the Agreement.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
II.	Carries out the obligation by actually performing, managing, or supervising the work involved.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
III.	Performs work that is normal for its business services and functions.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
IV.	Is responsible, with respect to products, inventories, materials, and supplies required for the Agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
V.	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"/>

NOTE: A response of "No" to any of the questions above may result in your Response to be deemed **non-responsive** and disqualified.

SECTION 2:

The Vendor shall provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the CUF requirement.

VI.	Describe the specific role(s) of the subcontractor for this project (e.g. data conversion, training, etc.):	
VII.	Describe the goods/services to be provided for this project (include a description of the Vendor versus the subcontractor responsibilities for each role):	

SIGNATURE OF VENDOR (PRIME): _____

DATE: _____

ATTACHMENT II-K
DVBE DECLARATION FORM, STD. 843

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VENDOR, IF APPLICABLE, PLEASE INCLUDE YOUR COMPLETED
DVBE DECLARATION FORM, STD. 843

Form can be located at:

<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>

ATTACHMENT II-L
COST WORKSHEET

PLACEHOLDER PAGE - INTENTIONALLY LEFT BLANK

VENDOR, PLEASE COMPLETE AND SUBMIT
EXCEL COST WORKSHEET ATTACHMENT

ATTACHMENT II-M
CERTIFICATE OF INSURANCE

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VENDOR, PLEASE INCLUDE YOUR CURRENT
CERTIFICATE(S) OF INSURANCE

ATTACHMENT II-N**FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CERTIFICATION**

The agency must have this form completed by the Contractor when federal funds are used.

Federal Requirement

Contractors are required to provide the following certification to the agency before award of a purchase order using federal funds. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

Present Status

The prospective recipient of federal assistance funds certifies, by submission of this signed certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Attach Explanation

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

Instructions for Certification

BEFORE COMPLETING CERTIFICATION, READ THE FOLLOWING INSTRUCTIONS THAT ARE AN INTEGRAL PART OF THE CERTIFICATION.

1. By signing and submitting this certification, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this certification is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily exclude," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of federal assistance funds agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not, knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Vendor/Company Name

Name and Title of Authorized Representative

Signature

ATTACHMENT II-O
IRAN CONTRACTING ACT CERTIFICATION

(PCC sections 2202-2208)

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

To comply with this requirement, the Vendor must insert its financial institution name and Federal Identification Number (if available) and complete **one** of the options below. Please note: California law established penalties for providing false certifications, including civil penalties equal to the greater of two hundred and fifty thousand dollars (\$250,000) or twice the amount of the contract for which the false certification was made, contract termination, and three-year ineligibility to bid on contracts. (PCC section 2205.)

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

If a Vendor has obtained an exemption from the certification requirement under the Iran Contracting Act, fill out the information below, and attach documentation demonstrating the exemption approval.

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

ATTACHMENT II-P
PAYEE DATA RECORD, STD 204

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VENDOR, PLEASE INCLUDE YOUR COMPLETED
PAYEE DATA RECORD, STD. 204

Form can be located at:

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

ATTACHMENT II-Q

CWS-NS BIDDERS' LIBRARY ACCESS AND USER'S GUIDE

Introduction

The Bidder's Library contains reference materials, web links, and other documents to support the Child Welfare Services – New System Project's Request for Offer (RFO). The State may update items in the Bidders' Library at any time. An addendum to the RFO is not required to update items in the Bidders' Library. Therefore, it is the Bidder's responsibility to check the Bidders' Library for updates. Bidders must direct any questions concerning the Bidders' Library to the Procurement Official identified in page 1 of this RFO.

The CWS-NS Bidders' Library is located in Microsoft® SharePoint. To access the library you must have a Microsoft account. The following sections provide the instructions to gain access to the CWS-NS Bidders' Library.

Instructions to Access the Bidders' Library

1. Complete forms

The Bidder must complete the following form that is located in the RFO:

- Bidders' Library Access Authorization Form (see Attachment II-R – Bidders' Library Access Authorization Form)

Please note that the email address you submit on the Bidders' Library Access Authorization Form will be the email address used to allow access and must be the same email address associated with your Microsoft account. **One (1) Attachment II-R Bidder's Library Access Authorization Form per user and each user will receive a unique invitation and link to the Bidders' Library. Please do not use a group email account.**

To access the Bidders' Library you must have a Microsoft account associated with the email address you provided. If you already have a Microsoft account, **Skip to Step 3.**

2. Create a Microsoft account

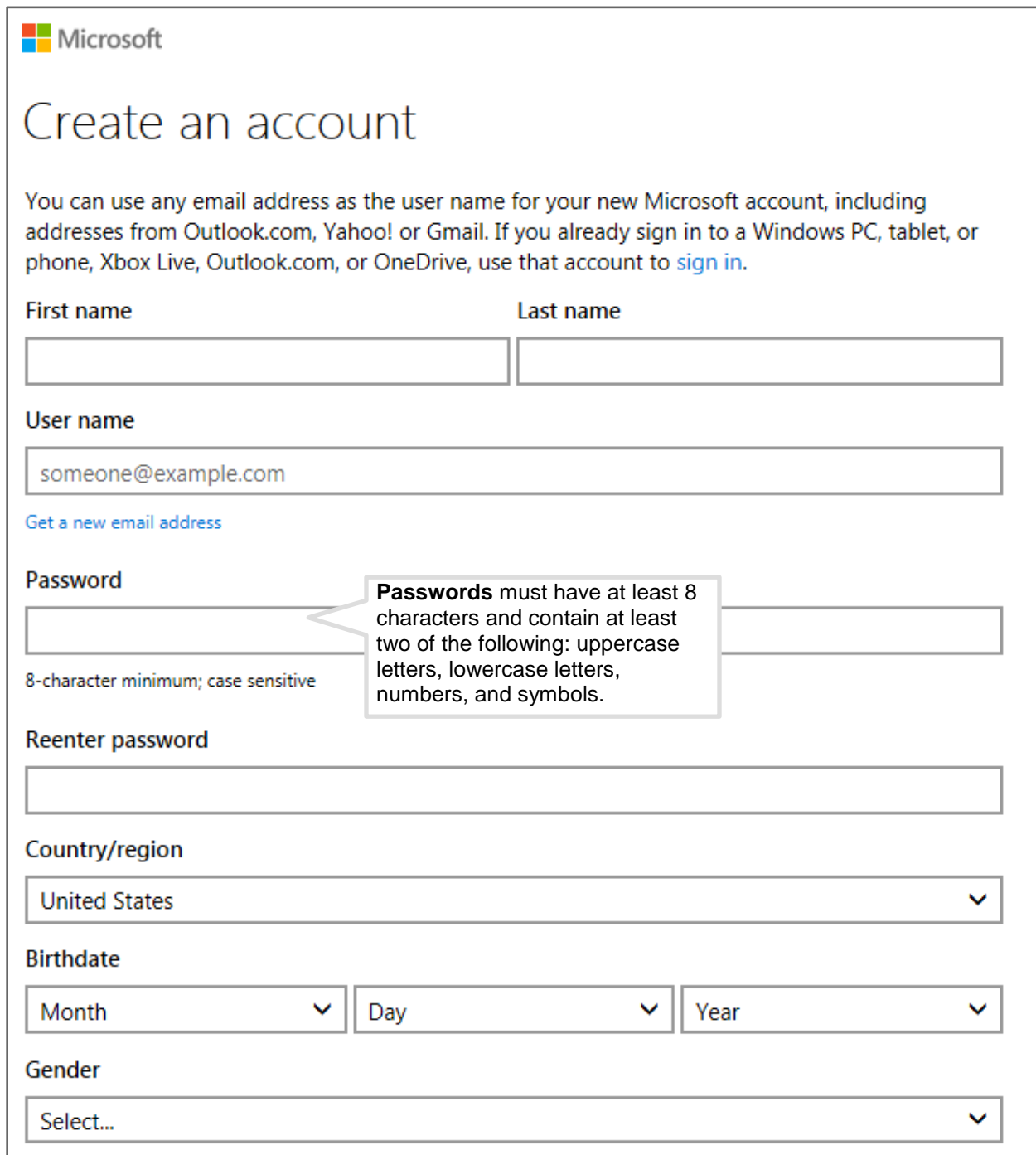
If you do not have a Microsoft account, you will need to create an account using the following instructions:

2.1 Go to <https://signup.live.com> to create your account.

2.2 Fill out the following fields:

- First Name, Last Name;
- User name (Use the **same email address** for your User name as the one you provided on your Bidders' Library Access Authorization Form);
- Create a Password;
- Re-enter Password;
- Enter the remainder of the demographic information on the form; and

- Click the **Create account** button.



The screenshot shows the Microsoft account creation interface. At the top left is the Microsoft logo. Below it is the heading "Create an account". A paragraph explains that any email address can be used as the username, with links to "sign in" if the user already has an account. The form includes fields for "First name" and "Last name", a "User name" field containing "someone@example.com", and a link "Get a new email address". The "Password" field is highlighted with a callout box stating: "Passwords must have at least 8 characters and contain at least two of the following: uppercase letters, lowercase letters, numbers, and symbols." Below the password field is the text "8-character minimum; case sensitive". The "Reenter password" field is empty. The "Country/region" dropdown is set to "United States". The "Birthdate" section has three dropdowns for "Month", "Day", and "Year". The "Gender" dropdown is set to "Select...".

Microsoft

Create an account

You can use any email address as the user name for your new Microsoft account, including addresses from Outlook.com, Yahoo! or Gmail. If you already sign in to a Windows PC, tablet, or phone, Xbox Live, Outlook.com, or OneDrive, use that account to [sign in](#).

First name

Last name

User name

[Get a new email address](#)

Password

8-character minimum; case sensitive

Passwords must have at least 8 characters and contain at least two of the following: uppercase letters, lowercase letters, numbers, and symbols.

Reenter password

Country/region

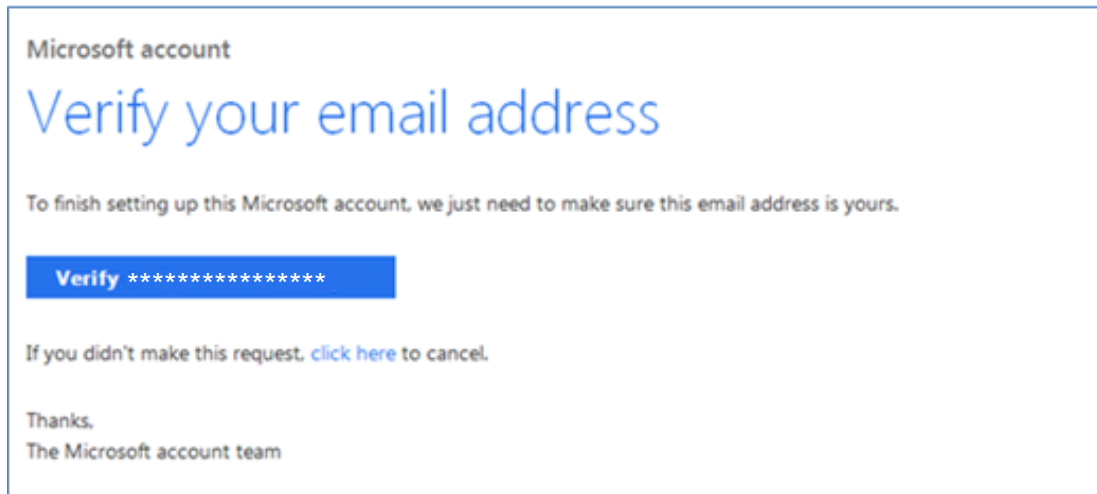
Birthdate

Month Day Year

Gender

2.3 Microsoft will send you an email that contains instructions to validate your email address.

2.4 Click the **Verify <your email address>** link



2.5 Once verified your Microsoft account has been set up and is ready to use.

Note: If you do not receive an email, check your junk, spam, or other email folders. If you cannot locate the email, click the **Resend email** button. Only select the option to use a different email address if that other email address is the one to which your invitation was sent.

3. Request access

To request access to the CWS-NS Bidders' Library, the Bidder must submit the following to the Procurement Official:

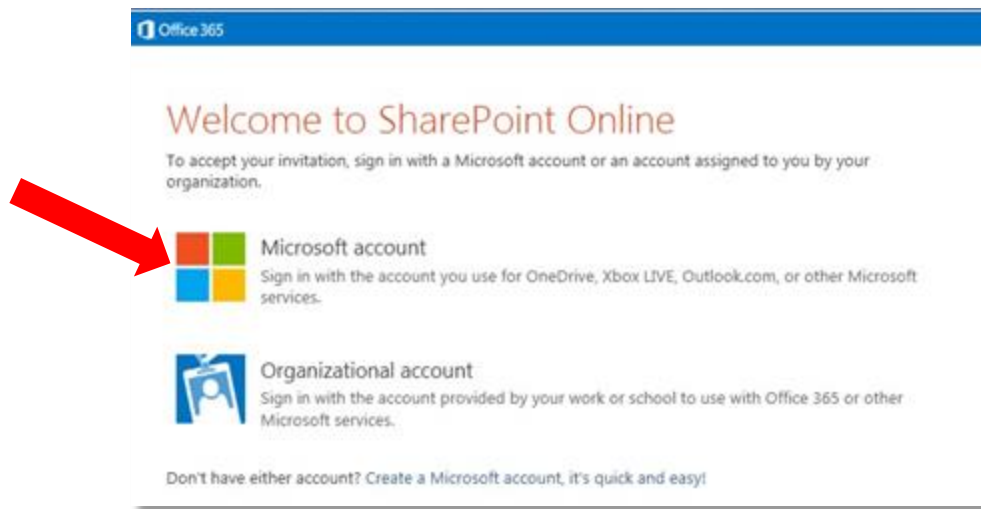
- The signed Attachment II-R – Bidders' Library Access Authorization Form (One per user and each user will receive a unique invitation and link to the Bidders' Library. Please do not use a group email account; and
- The email address associated with your Microsoft account (this **must** match the email address submitted on the Bidders' Library Access Authorization Form).

4. Accept your SharePoint invitation

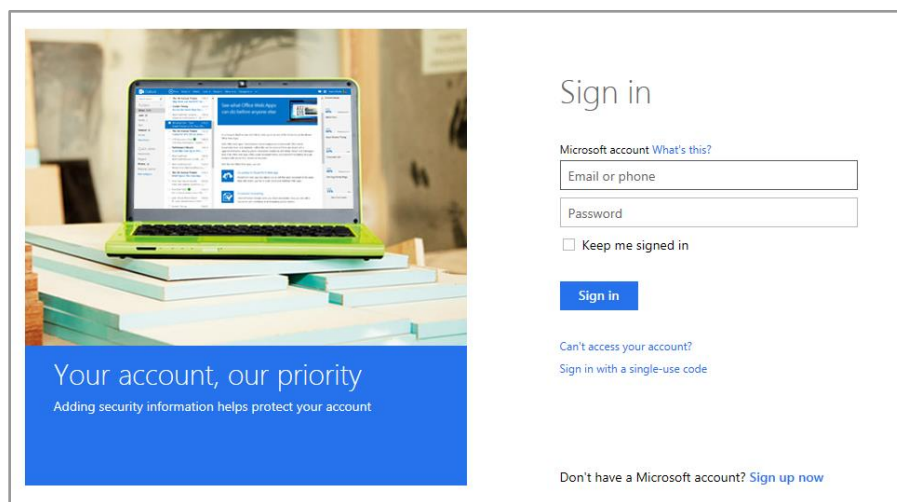
You will receive a SharePoint email invitation to the Bidders' Library site. **Your SharePoint email invitation link is only valid for seven (7) calendar days.** After that time, if you have not accepted your invitation, you will need to request another invitation from the Procurement Official.

To accept your SharePoint invitation:

- 4.1** Click on the **Go To CWS-NS Bidders' Library** link found in your email invitation.
- 4.2** Click the **Microsoft account** link:



- 4.3 Enter your Microsoft account User name and Password. Your User name should be your email address:



- 4.4 Select the **Keep me signed in** box. This will allow you to go directly into the Bidders' Library from the **Go To CWS-NS Bidders' Library** link in the future.
- 4.5 Click the **Sign in** button.
- 4.6 The **Bidders' Library** page displays within your browser.
- 4.7 Once you successfully use the **Go To CWS-NS Bidders' Library** link (i.e., click on the link and successfully log in), you can continue to use it to access the CWS-NS Bidders' Library. Save your email invitation and/or bookmark the site in your browser for future access.

SEARCH FOR A BIDDERS' LIBRARY ITEM

The Bidders' Library items appear alphabetically by "RFP Reference." The Bidders' Library can be sorted or filtered by clicking on the down arrow at the right of each column heading, which will open a drop down menu of sort and filter options.

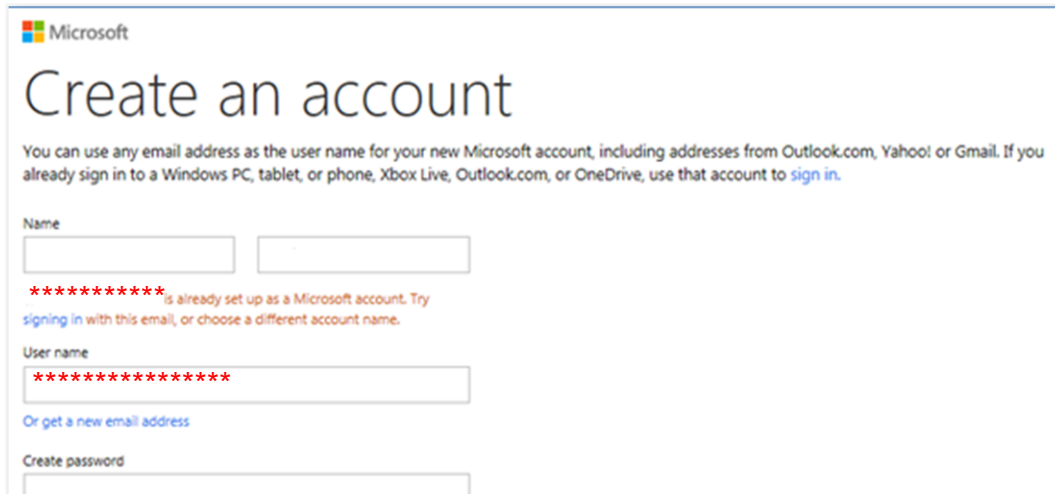
You can search for items in any of the following ways:

1. Scroll through the list. Each page contains 30 entries. To see the next page of entries, scroll to the bottom of the screen and click on the next page arrow.
2. Search for a specific item by typing in the name of the item in the Find a file search box at the top of the page.
3. Filter by one or more columns:
 - 3.1 **RFP Reference** – how a document or item is referenced in the RFP. Use this filter to reduce the list to one or more specific documents.
 - 3.2 **CWS-NS RFP#** – the RFP number to which the document or item applies. Use this filter to see all items related in a specific RFP number.
 - 3.3 **System** – the system to which the document or item relates, if applicable. Use this filter to see only those items related to one or more specific systems, like all CWS/CMS items, for example.
 - 3.4 **Topic** – the category(ies) of information to which the document or item applies. Use this filter to see only those items related to one or more specific topics, such as Interfaces, for example.
 - 3.5 **Program** – the business program to which the document or item applies. Use this filter to see only those items related to one or more business functional area, such as CCL, for example.
 - 3.6 **Modified** – the date the document or item was last modified. Use this filter to see only those items that have been updated since a specific date, for example.

Note that a filtered column displays a filter symbol in the column heading. You can clear the filter by selecting the "Clear Filters" item from the drop down menu in the column heading.

TROUBLESHOOTING

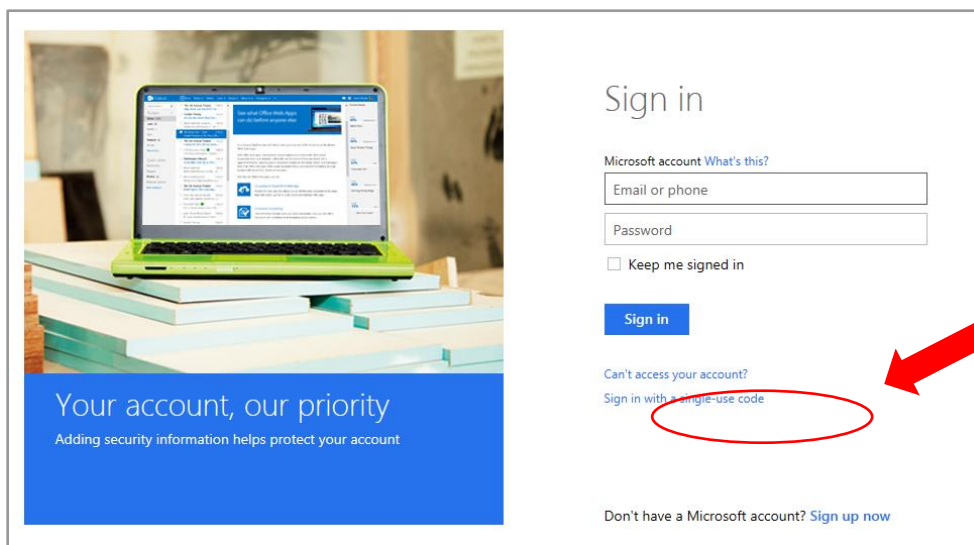
1. When trying to create a Microsoft account, you may receive a message that you are already set up with a Microsoft account:



Perform the following steps to resolve the issue:

- 1.1 Verify you are using your correct email address.
- 1.2 If the email address you entered is correct, then you already have a Microsoft account. Click the **Try Signing in with this email** link to go to the **Microsoft account Sign in** page.
- 1.3 Sign in to your existing Microsoft account.

If you do not remember your password click the **Can't access your account?** Link, then follow the prompts to retrieve your password:



2. For all other issues, please contact the Procurement Official.

ATTACHMENT II-R**BIDDERS' LIBRARY ACCESS AUTHORIZATION FORM**

The following information must be provided in order to receive authorization to access the CWS-NS Bidders' Library. For information on accessing the Bidders' Library, refer to the CWS-NS Bidders' Library Access and User's Guide, Attachment II-Q.

The Bidders' Library allows vendors access to documents and reference information to help vendors understand the CWS-NS requirements to prepare an offeror Response. Material includes, but is not limited to, CWS-NS laws and regulations; policies, manuals and guides, business and technical data, and information on current systems and processes. Vendors are not required to use the supplemental information, but are strongly encouraged to do so. Vendors are advised to check for periodic updates. The State does not guarantee the accuracy or the relevancy of the supplemental information and any of the supplemental information relied upon is at the Vendor's risk.

The individual to whom the Bidders' Library access information should be transmitted is:

Name		Title	
Company			
Street Address	City	State	Zip
() -	() -		
Phone (xxx) xxx-xxxx	Fax (xxx) xxx-xxxx		
E-mail Address			

ATTACHMENT II-S**CALS TECHNOLOGY STACK**

The Vendor may propose additional or alternative software tools required to support and enhance the agile software development services being provided to support the scope of work identified in Statement of Work Section 5 Scope of Services, its purpose, and why the tool was proposed in the table below using any cell that is empty and not shaded. If the proposed tool is not open source, provide justification why the tool is preferred over an open source tool.

Software Type	CWDS Software Tool	Purpose	License Model	CALS Vendor Software Tool	Justification
APPLICATION COMPONENTS					
Web development framework	Ruby, Rails	Object-oriented programming language used to implement Rails, which is a comprehensive web development framework	Open Source	Ruby, Rails	
Database	PostgreSQL	Open source RDBMS with high scalability and rich feature set (Use for testing purposes only. In production, data will be accessed via API).	Open Source	PostgreSQL	
Web server	Puma	Fast, concurrent HTTP 1.1 web server for Rails applications	Open Source	Puma	
HTTP web server/load balancer	NGINX	Lightweight HTTP server and load balancer	Open Source	NGINX	
Search back-end	Elastic Stack	Provides rich text based search we have customized for child welfare	Open Source	Elastic Search	
Background job management	Sidekiq	High-performance job management framework for Rails	Open Source	Sidekiq	
Message queuing	RabbitMQ	Resilient messaging system	Open Source	RabbitMQ	
Visualization (reporting)	Chart.js	Javascript framework for developing HTML5 charts	Open Source	Chart.js	
Object store supporting background job management	Redis	Fast, in-memory object store	Open Source	Redis	
Javascript framework	React.js	Javascript framework for building user interfaces	Open Source	React.js	
Content management and online help	Knowledge Owl	KO is a web-based knowledge management tool that can be used for product wikis and help sites.	Commercial	Knowledge Owl	

Software Type	CWDS Software Tool	Purpose	License Model	CALS Vendor Software Tool	Justification
Forms generation	Alpaca	Alpaca is a lightweight Javascript library for forms generation	Open Source	Alpaca	
AGILE MANAGEMENT AND CONTINUOUS INTEGRATION TOOLS					
Version control	Github	Source code version control tool	Open Source	Github	
Project management	Pivotal Tracker	Agile project management tool	Open Source	Pivotal Tracker	
Configuration management	Ansible	Flexible IT configuration management framework.	Open Source	Ansible	
Package and deploy tools	Docker Toolbox	Tools for packaging software as Docker containers, provisioning machines and deploying containers	Open Source	Docker Toolbox	
Build tool	Rake	Rails command line tool used for Rails builds	Open Source	Rake	
Continuous integration	CodeShip	Supports parallel testing, code coverage analysis, and automated deployment.	Commercial	CodeShip	
Javascript build tool	NPM	Tool for packaging Javascript assets	Open Source	NPM	
Asset build tool	Gulp	Tool for managing front end assets	Open Source	Gulp	
TESTING AND VALIDATION TOOLS					
Version control	Github	Source code version control tool	Open Source	Github	
Web testing	Selenium	Automated web browser testing tool	Open Source	Selenium	
Automated accessibility testing tool	Pa11y	Automated accessibility library and service	Open Source	Pa11y	
Test database	PostgreSQL	An enterprise grade SQL database (In production, data accessed via API).	Open Source	PostgreSQL	
Unit and functional testing	Rspec	Tool for writing Rails unit and functional tests	Open Source	Rspec	

Software Type	CWDS Software Tool	Purpose	License Model	CALS Vendor Software Tool	Justification
Load Testing	Neustar	Cloud-based framework for web load and performance testing.	Commercial	Neustar	
Performance Profiler	Rack Mini Profiler	Rails middleware tool that profiles page performance	Open Source	Rack Mini Profiler	
Code coverage	CodeClimate	Hosted static code analysis and code coverage tool.	Commercial	CodeClimate	
Static code analysis	CodeClimate	Hosted static code analysis and code coverage tool.	Commercial	CodeClimate	
Security analysis	Hakiri.io	Hosted static code analysis tool specializing in security scanning.	Commercial	Hakiri.io	
Javascript testing	Jasmine, Karma	Jasmine is a Javascript test scripting tool. Karma is a test runner.	Open Source	Jasmine	
Code-style guidelines	JSLint and CodeClimate	Checks for consistency with Javascript coding style guidelines. CodeClimate also verifies conformance to Ruby coding style guide	Open Source, Commercial	JSLint and CodeClimate	
SYSTEM ADMINISTRATION TOOLS					
Continuous monitoring	DataDog	A SaaS infrastructure monitoring and alerting service	Commercial	DataDog	
Application monitoring	NewRelic	Hosted service for end-to-end application performance monitoring	Commercial	NewRelic	
Centralized logging	Elastic Stack	Comprehensive log collection, parsing, and search tool	Open Source	Elastic Stack	
Exception trapping tool	Airbrake	Hosted service for capturing and tracking application exceptions	Commercial	Airbrake	
COLLABORATION AND AUTHORING TOOLS					
Design tool suite	Adobe Creative Cloud	A SaaS product supporting UX design, wireframing, etc.	Commercial	Adobe Creative Cloud	

Software Type	CWDS Software Tool	Purpose	License Model	CALS Vendor Software Tool	Justification
Project management, user research coordination	Podio	Project management/CRM tool, used to support coordinating user research activities and contacts and tracking other project activities	Commercial	Podio	
User research survey tool	Survey Monkey	A SaaS product for conducting online surveys	Commercial	Survey Monkey	
Drawing tool for diagrams, ERDs, flowcharts, org charts	Draw.io	A workflow and charting tool that will be used to produce user flow diagrams, as necessary	Commercial	Draw.io	

SECTION III – REQUEST FOR OFFER – STATEMENT OF WORK**RFO # 32051****Child Welfare Digital Services - Certification, Approval, and Licensing Services (CALS)****1. PURPOSE – GENERAL**

This Statement of Work (SOW) reflects the services to be provided by "Contractor Name" , hereinafter referred to as the "Contractor," for the State. This SOW is governed by and incorporates by reference the terms and conditions of the CMAS number "provide the CMAS Contract Number here" .

The purpose of this Agreement is to obtain services for the design and development of the Certification, Approval, and Licensing Services (CALS) of the Child Welfare Services – New System (CWS-NS).

CWS-NS will be an innovative, statewide 21st century information technology application that aids child welfare stakeholders in assuring the safety, permanency, and well-being of children at risk of abuse, neglect, and exploitation. The CALS of CWS-NS will provide state and county licensing and approval staff and managers with a simple and efficient tool for the processes of facility licensing, certifying, and resource family home approval.

2. TERM

- A. The term of this Agreement shall commence on December 1, 2016, or the date the Agreement is executed, whichever is later, (Effective Date) and continue through February 28, 2017, or three months from (Effective Date) (Core Term).
- B. The State reserves the option to extend the term of this Agreement at its sole discretion for up to eight (8), three (3)-month periods, exercisable in three (3)-month increments at the originally agreed-upon hourly rates specified in this Agreement.
- C. The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the Effective Date. Any delivery of goods or performance of services by the Contractor that is commenced prior to the Effective Date shall be considered gratuitous on the part of the Contractor.

3. WORK LOCATION

The Contractor is required to perform all services under this Agreement onsite at the state facility in Sacramento, CA. The CWS-NS Project is located at 2870 Gateway Oaks Drive, Sacramento, CA 95833.

4. COST

The total cost of this Agreement is "Enter Dollar Value" . Cost details are located in the Cost Worksheet, Attachment II-L. The Core Term of an agreement resulting from this RFO (Agreement) shall not exceed \$998,820. Should the State exercise the eight (8) optional three-month extensions (shall not exceed \$937,422 per extension), the total Agreement cost shall not exceed \$8,498,196 dollars (core term + optional terms). The costs associated with each Fiscal Year are approximate and may be redirected between fiscal years without the requirement of an Agreement amendment.

5. SCOPE OF SERVICES

As described in the primary and detailed tasks below, the Contractor shall perform agile software development services in collaboration with CWDS for the purposes of designing and delivering solutions for the certification, approval, and licensing services needs of the Child Welfare Services-New System users.

Note: The software tools (e.g., Ruby) specified in B. Detailed Tasks identify the minimal technology stack required to support the agile software development services being provided as part of this Contract. The Vendor is encouraged to identify and propose additional software tools to support and enhance the agile software development services being provided.

A. Primary Tasks

- Task - 1. Sprint Zero Artifacts
- Task - 2. Sprint Planning and Execution
- Task - 3. Development Framework
- Task - 4. Search
- Task - 5. Modularity
- Task - 6. Code Style
- Task - 7. Version Control System
- Task - 8. Code Review
- Task - 9. Automated Testing
- Task - 10. Load Tests
- Task - 11. Accessibility
- Task - 12. Issue Tracking
- Task - 13. Mobile Friendly
- Task - 14. Logging and Monitoring
- Task - 15. Security
- Task - 16. User Authentication
- Task - 17. Build and Deployment
- Task - 18. Online Help
- Task - 19. Discovery/User Research/Design
- Task - 20. Understand Business and User Needs (Discovery)
- Task - 21. Establish Design Solutions
- Task - 22. Develop User Stories for Product Backlog
- Task - 23. Design a "Joyful" and Modifiable Frontend User Interface
- Task - 24. Conduct User Research to Continuously Validate Design
- Task - 25. Provide User Support
- Task - 26. Develop or Assist with Development of Certification, Approval, and Licensing Service Feature Sets and Common Service Requirements

B. Detailed Tasks

The Contractor shall provide the following services and artifacts for the development of the CALS.

1. Sprint Zero Artifacts

- 1.1. The Contractor shall produce and receive agreements from CWDS for all Sprint Zero artifacts prior to commencing delivery sprints.
- 1.2. The Contractor shall produce a User Story Definition and Acceptance Criteria Format.
- 1.3. The Contractor shall adhere to the CWDS Digital Service Coding Standards (including style guidelines) and CWDS Digital Service Commenting Standards, which will be provided by the State.
- 1.4. The Contractor shall produce a Sprint-level Definition of Done that includes the following concepts.
 - a. Code produced (all 'to do' items in code completed)
 - b. Code commented, checked in and run against current mainline version in source control
 - c. Peer reviewed (or produced with pair programming) and meeting CWDS Digital Service development standards
 - d. Builds without errors
 - e. Unit tests written and passing
 - f. Deployed to system test environment and passed system tests
 - g. Passed CWDS Service Manager Acceptance Testing
 - h. Any build, deployment, configuration changes implemented, documented, and communicated
 - i. Relevant documentation produced/updated (e.g., user needs, user stories, sketches, wireframes, clickable prototypes)
 - j. Remaining hours for task set to zero and task closed
- 1.5. The Contractor shall produce a Release-level Definition of Done that includes the following concepts.
 - a. Release Notes Prepared
 - b. Deployed to a higher order environment (e.g., staging) and integration, performance and load tests run
 - c. Relevant documentation/diagrams produced and/or updated

2 Sprint Planning and Execution

- 2.1 The Contractor shall use an Agile Sprint Planning and User Story Approval process for each Sprint. The Agile Sprint Planning process shall include the following activities: Product Backlog refinement, user story creation, estimation, and commitment.

- 2.2 The Contractor shall demonstrate that each user story has met the Definition of Done so that the CWDS Service Manager can approve each user story as it is completed.
- 2.3 The Contractor shall utilize scrum-based agile CWDS processes (e.g., user story development, Product Backlog maintenance, user story acceptance by CWDS Service Manager as representative of user, Sprint Retrospective, and Product Review).
- 2.4 The Contractor shall revise Sprint Zero artifacts during each Sprint Retrospective process, as appropriate.
- 2.5 The Contractor shall generate documentation within the code itself and within the version control system (e.g., through proper use of descriptive commit messages, issue tracking, pull requests, etc.).
- 2.6 The Contractor shall use Pivotal Tracker to manage the product backlog, user story acceptance, and maintain a scrum board.
- 2.7 The Contractor shall use Slack as the primary mechanism for project-related communication and real-time messaging, archiving, and search for all CWDS teams.
- 2.8 The Contractor shall provide a report at the conclusion of each sprint that documents the planned user stories, accepted user stories, open impediments, and technical debt.
- 2.9 The Contractor shall adhere to Twelve-Factor Application design constraints (see: <http://12factor.net/>).

3 Development Framework

- 3.1 The Contractor shall leverage and extend the established CWDS Digital Service development framework, standards used, software development methods and guidelines, and system administration practices.
- 3.2 The Contractor shall leverage and extend the State's Accelerator Toolkit.
- 3.3 The Contractor shall use Ruby as the application development platform.
- 3.4 The Contractor shall use Rails as the web development framework for supporting Ruby development.
- 3.5 The Contractor shall use Puma as the web server for supporting Ruby web applications.
- 3.6 The Contractor shall use NGINX as a HTTP load balancer to distribute traffic to several application servers.
- 3.7 The Contractor shall use React.js as the Javascript framework for building user interfaces.
- 3.8 The Contractor shall use Chart.js for developing HTML5 charts.
- 3.9 The Contractor shall use Alpaca for forms generation.

4 Search

- 4.1 The Contractor shall use Elastic Search to support rich text based searching and analysis.

5 Modularity

- 5.1 The Contractor shall design the application architecture to ensure a separation of concerns and a reasonable degree of modularity between systems.

- 5.2 The Contractor shall adhere to the DRY (Don't Repeat Yourself) principle to ensure that the codebase remains flexible.

6 Code Style

- 6.1 The Contractor shall ensure that all code adheres to the CWDS Digital Services' code style guidelines, which will be provided by the State.
- 6.2 The Contractor shall use CodeClimate to evaluate the Ruby codebase and ensure compliance with Ruby coding style guidelines.
- 6.3 The Contractor shall use JSLint to evaluate the code and ensure compliance with the Javascript coding style guideline.

7 Version Control System

- 7.1 The Contractor shall manage the version control of all assets (e.g., source code, automated tests, user stories, configuration files, knowledge transfer material, etc.) using GitHub.

8 Code Review

- 8.1 The Contractor shall ensure all code written by one developer is reviewed by another developer before merging into the mainline codebase.
- 8.2 The Contractor shall follow industry standard code review practices (e.g., <http://blog.fogcreek.com/increase-defect-detection-with-our-code-review-checklist-example/>).

9 Automated Testing

- 9.1 The Contractor shall use Rspec to create and execute automated unit testing.
- 9.2 The Contractor shall use Selenium to create and execute automated system tests to verify all features of the software module.
- 9.3 The Contractor shall use Jasmine as a testing framework for JavaScript.
- 9.4 The Contractor shall create and execute automated CWDS Service Manager Acceptance testing to verify all user-facing functionality.
- 9.5 The Contractor shall run tests automatically upon code merged into version control.
- 9.6 The Contractor shall use CodeClimate to measure the amount of the code that is covered by tests.
- 9.7 The Contractor shall create and execute automated integration testing with other contractor-developed digital services.
- 9.8 The Contractor shall make the bugs identified during testing available to view real-time and on a historical basis.

10 Load Tests

- 10.1 The Contractor shall use Neustar to create and execute load and performance tests at regular intervals, and at each release.
- 10.2 The Contractor shall provide a summary of all load and performance test results.

11 Accessibility

- 11.1 The Contractor shall incorporate and test accessibility throughout the design and development processes (see section 508 Amendment to the Rehabilitation Act of 1973).
- 11.2 The Contractor shall use Pa11y to conduct automated accessibility testing.

12 Issue Tracking

- 12.1 The Contractor shall use GitHub to keep track of all bugs and application issues and link them to their respective user stories in Pivotal Tracker.

13 Mobile Friendly

- 13.1 The Contractor shall design the User Interface (UI) using responsive design.

14 Logging and Monitoring

- 14.1 The Contractor shall use New Relic to provide automated application monitoring.
- 14.2 The Contractor shall use DataDog to provide automated infrastructure monitoring and alerting service.
- 14.3 The Contractor shall use Elastic Stack to provide automated centralized system logging.
- 14.4 The Contractor shall implement automated auditing of system and data access activities.

15 Security

- 15.1 The Contractor shall use <https://hakiri.io> to support automated black/white box security scanning to ensure a minimal baseline of security at regular intervals, and at each release.
- 15.2 The Contractor shall provide the results of the security scans to CWDS.
- 15.3 The Contractor shall adhere to the HTTPS-Only Standard as outlined in <https://https.cio.gov/>.
- 15.4 The Contractor shall adhere to the baseline moderate tailored NIST 800-53 (see Attachment).
- 15.5 The Contractor shall ensure adequate security controls using penetration testing, red teaming, etc.

16 User Authentication

- 16.1 The Contractor shall ensure that CALS's user authentication and authorization is integrated with CWDS' authentication platform.

17 Build and Deployment

- 17.1 The Contractor shall use CodeShip to provide automated continuous integration of source code into the source code version control system (GitHub).
- 17.2 The Contractor shall use Rake as the automated Rails source code build tool.
- 17.3 The Contractor shall use Gulp as the automated build tool for front-end assets (e.g., Javascript, CSS).
- 17.4 The Contractor shall use CodeShip to provide automated continuous deployment of all applications into testing and staging environments.
- 17.5 The Contractor shall use at least one of the following methods to deploy code changes to a higher order environment (e.g., Integration, Staging) accessible by the Contractor and CWDS with the issuance of a single command:
 - a. Containerization using Docker.
 - b. Configuration Management using Ansible.
- 17.6 The Contractor shall include mock test data that should be publicly accessible for development by other digital service contractors and ensure Personally Identifiable Information (PII) is not included in the mock test data.
- 17.7 The Contractor shall use CodeShip to submit server images to CWDS at the conclusion of each sprint and upon major releases.
- 17.8 The Contractor shall deploy builds to the testing, staging, and CWDS-provided production environments.

18 Online Help

The ability to access up-to-date, online, context-sensitive help will support greater efficiencies and consistencies within key business practice areas. Online help supports the users in accomplishing their tasks by including access to information necessary to perform their essential job duties.

- 18.1 The Contractor shall use Knowledge Owl to provide online help functionality (i.e., quick reference guides, definitions, links to policies and regulations, etc.).

19 Discovery/User Research/Design

- 19.1 The Contractor shall collaborate and coordinate with the CWDS User Research team to conduct user research and supply design services in order to provide user-centered design solutions.

20 Understand Business and User Needs (Discovery)

- 20.1 The Contractor shall discover and synthesize the user constraints, opportunities and needs. The following activities may be necessary to achieve this objective.
 - Stakeholder and user interviews.
 - Contextual inquiry to augment talk-based interview methods.
 - Usage analysis of existing performance monitoring systems.
 - User role and task analysis.

- Creating personas, scenarios, journey maps, and other artifacts to capture, share, internalize, and externalize learnings.

21 Extend Design Solutions

21.1 The Contractor shall leverage and extend the CWDS design solutions for information architecture, workflows, pattern libraries, language, visual design, and overall system performance.

The following activities may be necessary to achieve this objective.

- Extend the CWDS information architecture and navigation strategy.
- Develop sketches, wireframes, clickable prototypes, final feeling “mock-ups”.
- Conduct impromptu and/or frequently scheduled “design spikes” with developers to implement solutions in a low documentation, highly-agile way.
- Review code developed for other feature sets and functions of CWS-NS as appropriate for re-use in development of CALS features or functions to ensure maximum efficiency.
- Perform Quality Assurance (QA) of user story acceptance criteria.
- Conduct usability testing of design solutions.

22 Develop User Stories for Product Backlog

22.1 The Contractor shall turn needs into user stories for the product backlog, which shall be prioritized according to the CWDS Service Manager.

The following activities may be necessary to achieve this objective.

- Collaborate with stakeholders and CWDS Service Managers during Product Roadmap planning meetings.
- Run iteration planning meetings, daily standups and retrospectives.

23 Design a “Joyful” and Modifiable Frontend User Interface

23.1 The Contractor shall develop a modern-built, frontend User Interfaces (UI) based on the CWDS Digital Service pattern library, which will be provided by the State.

The following activities may be necessary to achieve this objective.

- Business and development teams work together to create a pattern library consistent with CWDS-established patterns.
- Conduct a “design sprint” with developers to fine-tune component appearance and behaviors during sprints.
- Assist in QA and acceptance of changes on a User Story basis.

24 Conduct User Research to Continuously Validate Design

24.1 The Contractor shall conduct frequent and regular user research releases with primary users to validate quality and direction of design decisions.

The following activities may be necessary to achieve this objective.

- Draft interview scripts.
- Travel to conduct on-site, task-based usability tests.
- Conduct tests remotely.
- Synthesize results and share them with other CWDS teams to prioritize improvements.

25 Provide User Support

25.1 The Contractor shall provide user support.

The following activities may be necessary to achieve this objective.

- Provide production user support (e.g., resolution of defects)
- Develop training materials (e.g., user guides or manuals, FAQs, knowledge base).

26 Develop or Assist with Development of Certification, Approval, and Licensing Service Feature Sets and Common Service Requirements

The required approach to the CALS feature sets and common service requirements is to execute the work in sprints that can occur during the base or any of the optional periods. Because of the interdependencies between feature sets, these sprints may or may not strictly overlap with the generation of specific feature sets. The Contractor will perform work within or across feature sets based on CWDS prioritization, in coordination with the progress made by other CWS-NS core services under development, and as revealed through user research and discovery.

Feature Set: CALS Intake

The goal of the CALS Intake feature set is to develop the ability to receive, review, and appropriately route information provided or gained from internal and external sources as causes for action. State and county licensing and approval staff receive many types of information and/or queries from internal and external sources that must be recorded and entered into the system to enable decision-making about appropriate licensing and approval staff response. The types of information state and county licensing and approval staff routinely receive may include: complaint allegations, applications for licensure, certification or resource family home approval, fingerprint transfer requests, public records act requests, file reviews, appeals, facility and home self-reported incidents and proof of corrections for documented violations. Licensing, certification, and approval staff perform most of CALS intake tasks within an office environment, but occasionally perform some from mobile devices, both online and offline.

Delivery of this feature set requires the Contractor to work collaboratively with CWDS to research, design, and create a digital service that enables authorized users to perform the following:

- Accept and record information received via email, self-service, fax, mail, in-person, and telephone.
- Accept from and make cross-reports to internal and external entities electronically.

- Attach received information to the appropriate facility/home file and/or determine the need to input data into a new facility/home file.
- Validate and verify received information against required input.
- Track the status of any single intake action and all pending intake actions within the sequence of steps between receipt and CALS Intake conclusion.

- 26.1 The Contractor shall develop the CALS Intake feature set to enable authorized users to evaluate, direct, and take required action on information received from internal and external sources.

Feature Set: Home Approval and Licensure (Applications)

The goal of the Home Approval, Certification, and Licensure feature set is to automate the processes of reviewing applications for facility licensure, certification and/or home approval for state and county licensing and approval staff. Application review processes and requirements differ by facility category and applicant type. The application review workflow for some facility categories and applicant types may require customization for various counties. However, the process of a first-time application typically begins with completion of a mandatory orientation to the application category. Applications are also submitted for modifications to the license, certification or home approval, such as change of location, change of capacity, or change in services provided.

Delivery of this feature set requires the Contractor to work collaboratively with CWDS to research, design and create a digital service that enables authorized users to perform the following:

- Receive and record application orientation inquiries.
- Receive and record orientation registrations; track attendance and completion of orientation requirements specific to the facility category.
- Receive and record application packages specific to the facility category and the applicant type.
- Determine if application is a first-time application or an application for modification of an existing license, certification, or home approval.
- Search and review, for applicant or related parties, prior compliance, certification, approval, denial, or licensure histories.
- Validate key application data elements (e.g., names, addresses) and flag or alert users when pre-defined conditions are met.
- Make accurate, informed, and timely decisions specific to the requirements relevant to each type of applicant and facility category.
- Determine whether and what information is necessary at each step of reviewing an application.
- Track the status of any single application and all pending applications within the sequence of steps towards a decision to approve or deny.
- Document a decision and rationale to withdraw, approve, or deny an application

- Issue a decision to an applicant.

26.2 The Contractor shall ensure that the application requirements for each facility category and applicant type, by agency of jurisdiction, are reflected and served by the Home Approval and Licensure (Applications) feature set.

Feature Set: Monitoring (Fieldwork)

The goal of the Monitoring feature set is to support the fieldwork and ongoing monitoring and evaluation activities of state and county licensing and approval personnel. Licensing and approval staff conduct many types of on-site evaluations, inspections, and investigations, some of which have policy or statutory timelines related to their initiation, completion, and/or the steps between initiation and completion. While in the field, authorized users gather and record observations, interviews and evidence related to compliance. They also create and print reports from the field to document findings. Licensing, certification, and home approval staff perform the majority of monitoring tasks out of the office on mobile devices, both online and offline. Further, the data generated during monitoring activities performed off-site is often needed by managers and/or others located back at the office within short or immediate timeframes.

Delivery of this feature set requires the Contractor to work collaboratively with CWDS to research, design, and create a digital service that enables authorized users to perform the following.

- Identify the appropriate evaluation, inspection, or investigation type, including relevant forms to complete.
- Measure observations and findings against requirements that must be met for the specific facility, facility category, and/or jurisdiction.
- Prepare and document plans for on-site evaluations, inspections, or investigations to establish and/or validate continuing compliance with requirements for licensure or approval.
- Record and track the status of any single evaluation, inspection, or investigation, and all, evaluations, inspections, or investigations within the sequence of steps between initiation and completion.
- Gather and record evidence such as interview notes, narrative description, documents, photographs, videos, and audio files, and attach as appropriate to the record of the evaluation, inspection, or investigation.
- Capture all pertinent information with no limits to size, or number of characters for free text.
- Generate and issue reports to the applicant, licensee, or approved home that document the evaluation, inspection, or investigation as well as the delivery of findings, decision, and disposition to the recipient of the report.

26.3 The Contractor shall ensure that the evaluation, inspection, and investigation types for all facility categories, by agency of jurisdiction, are reflected and served by the Monitoring (Fieldwork) feature set.

- 26.4 The Contractor shall ensure that the CALS enable authorized users to perform monitoring and fieldwork activities on mobile devices, with the ability to view and update data to CWS-NS when online access is available.
- 26.5 The Contractor shall ensure that the CALS enable authorized users to store for immediate update when online access becomes available.

Feature Set: Oversight Action

The goal of the Oversight Action feature set is to record and ensure consistent and appropriate application of the policies and procedures for preventing, addressing, and remedying situations that have resulted or could result in harm or risk of harm to children. Based on information gathered during monitoring activities and from internal or external sources, licensing and approval personnel (including managers and legal advisors) initiate or issue specific required oversight actions to those facilities and homes that do not comply with facility licensure, certification, or home approval laws and regulations. Such oversight actions may include: application denial, license revocation, approval rescission, issuance of civil penalties, or exclusion of specific individuals from the premises of a licensed or certified facility, or approved home. These processes entail exchanging information with legal staff and management to develop and issue compliance plans and/or other documentation of proper procedure before pursuit of administrative action.

Delivery of this feature set requires the Contractor to work collaboratively with CWDS to research, design, and create a digital service that enables authorized users to perform the following.

- Initiate and issue specific oversight actions in response to violations (including but not limited to deficiencies, civil penalties, license revocation, temporary suspension orders, exclusion, or application denial).
 - Review compliance history and identify warranted action based on compliance history.
 - Track the status of any single Oversight Action applied, and all Oversight Actions applied within the sequence of steps between initiation and completion, including hours applied to each discrete activity for the purposes of cost allocation and time study.
 - Access legal documents currently residing in the Licensing Administrative Actions Record System (LAARS) and/or the Legal Case Tracking System (LCTS).
- 26.6 The Contractor shall ensure that each facility's possible oversight actions, by category and agency of jurisdiction, are reflected and served by the Oversight Action feature set.

Feature Set: Background Checks and Certification

The goal of the Background Checks and Certification feature set is to enable authorized users to record, review, ascertain, take action and/or report on background check status and certifications. The feature set includes: the background check status of all associated adults of licensed facilities, certified, and/or approved homes; the certification status of facility administrators; the approval of training vendors; and the receipt of mandatory training for resource family parent(s) or other caregivers. In addition to licensing and approval workers and child welfare workers, authorized users for this set of features are likely to include, among others,

the individual and/or employer who has requested a background check, individuals who have applied for administrator certification and/or approval as a resource family parent, and/or as an approved vendor of either administrator certification training, orientation training, or resource family parent training.

Delivery of this feature set requires the Contractor to work collaboratively with CWDS to research, design, and create a digital service that enables authorized users to perform the following.

- Ascertain the status, provide notification and/or print reports related to individual or aggregate queries about status of background checks, clearances, facility/home associations, certification or training.
- Record criminal record clearance, exemption, or exclusion of an individual.
- View within each licensed facility and certified/approved home file the background clearance status of all associated adults, as well as relevant certification and/or training information.
- Receive and review alerts triggered by oversight actions or other information from internal and external sources that indicate a change in background clearance, certification, and/or resource family parent approval may be pending or warranted.
- Based on oversight action and/or other information from internal or external sources, modify.
 - Associations and clearances or exemptions of adults living in or working at licensed facilities, certified or approved homes.
 - Status of an administrator's certification.
 - Approval status of training vendors.

- 26.7 The Contractor shall ensure that the Background Checks and Certification feature set reflects each agency of jurisdiction's needs relative to tracking and monitoring the suitability of associated adults of licensed facilities, certified, and/or approved homes.

Feature Set: Fiscal Management

The goal of the Fiscal Management feature set is to enable authorized users, including the management, field, and administrative personnel involved in the licensing and approval enterprise to manage revenue generated through annual and probation monitoring licensing fees, application and orientation fees, and civil penalties. Additionally, this feature set will have to evaluate and project key cost centers in the licensing and approval enterprise. These features include tools for the management of accounts receivable for licensing fees and monetary penalties, such as producing and distributing invoices and receipts; receiving payment, including online payments from a third-party vendor; attributing payment to the appropriate facility/home and fee type; and, tracking and monitoring due dates, late fees, and payments. This feature set will also include tools for estimating program resource needs, by jurisdiction and/or statewide, which may include means to establish activity-based time-required averages, ratios of staff to workload, percentage of time required for travel, and for tracking purposes.

Delivery of this feature set requires the Contractor to work collaboratively with CWDS to research, design, and create a digital service that enables authorized users to perform the following.

- Manage fee and penalty accounts receivable, including those fees and penalties due and collected.
- Report both in aggregate and on a case-by-case basis, when facility fees or penalties are due, have been paid, and whether the required documentation has been provided to and/or received by the invoiced party.
- Produce reports that estimate resource needs based on workload variables and available staffing by each increment of business scope (including but not limited to unit, entire office, agency of jurisdiction, or statewide).

- 26.8 The Contractor shall ensure that the Fiscal Management feature set reflects and serves the needs relative to producing fiscal reports, projecting resource needs, and managing accounting financial information by agency of jurisdiction.

Common Service Requirements

Delivery of CALS requires the Contractor to work collaboratively with CWDS to research, design, and create a digital service that enables authorized users to perform the following in order to realize full functionality for the six CALS feature sets.

- Access CWS-NS/CALS from mobile computing devices, which may include laptops, tablets, and/or smart phones, whether authorized users are online or offline.
- Enable the capture and tracking of key performance metrics and reporting relevant to all licensing and home approval activities within each feature set to facilitate continuous quality improvement.
- Access and provide reports to existing external systems, including the legacy CDSS systems of LIS and FAS such that CALS users are able to access reports created by other CCLD Licensing Program areas, as well as provide cross-reporting to those programs on an ongoing basis.
- Make and track cross-reports made to the California Department of Education and the California Department of Development Services electronically.
- Have access to dashboard views of caseload and performance metrics that reflect current status as well as trends over time by each increment of business scope (from individual worker through statewide).
- Record and track hours applied to each discrete CALS activity.
- Generate, modify, record, and print forms.
- Allow digital signatures and/or record handwritten signatures.
- Reference regulation and statutory language for incorporation into facility/home file documentation.

- Query existing and closed facility records simultaneously.
- Identify relationships among separate facility records such as shared ownership, shared corporate officers, shared administrators, or shared mailing addresses.
- Place search filters that enable review of singular, multiple or all oversight jurisdictions.
- Append digital files such as audio, video, photos, and documents to an applicant, licensee or approved home record with meaningful meta tags that enable identification of those files through search by key data points.
- Record decisions about the need for continued work or possible closure of a work product at each point of the review workflow.
- Make notes as to prior, current, or future actions involved in the review workflow with unlimited characters when using free text.
- Determine the next required action and who is responsible to take it (e.g., licensing and approval personnel, licensee, resource family parent(s), or applicant).
- Generate routine and ad-hoc reports of any combination of authorized data fields as needed and/or to export data for manipulation.
- Review a display of search results with overlaying information on an interactive map.
- Ensure mapping tools are available for travel for all evaluations, inspections, or investigations for maximum efficiency.
- Ensure calendaring tools are available, including alerts and reminders.
- Set and receive alerts and reminders for workload or action due, including when elevation for review is warranted by a change in a facility or home's compliance pattern.
- Ensure all text is subjected to spell and grammar checking prior to finalization.
- Ensure all addresses are validated for accuracy and geo-coded for mapping.
- Confirm and/or amend system-suggested meta tags for narrative field data.
- Export data to public portal(s).
- Receive and accept input from external users through the following securely provided self-service functions.
 - Document and submit plans of correction, proofs of correction online, appeals and other forms online.
 - Certify, decertify, transfer and edit homes under Foster Family Agencies.
 - Submit Unusual Injury/Incident Reports and Death Reports to their local licensing office online.
 - Pay fees and/or penalties.
 - Report current facility census.

- 26.9 The Contractor shall develop all the CALS features as digital services with responsive design, or also as mobile applications, as required, to ensure needed functionality.
- 26.10 The Contractor shall work with other CWDS vendors to assist with or coordinate customization of the CWS-NS Common API to ensure that it delivers all of the Common Service Requirements for the CALS feature sets on behalf of CALS users.

6. DELIVERABLES AND DUE DATES

The deliverables for this Agreement are as follows.

Deliverable	Deliverable Description	Due Date
Sprint Status Report	Identifies the planned user stories, accepted user stories, open impediments, and newly accumulated or resolved technical debt.	Conclusion of each sprint

A. Deliverable Format

- 1) All deliverables shall be provided in a format compatible with the OSI Project Office standard applications (currently, Microsoft Office 2013). In all cases, the Contractor shall verify application compatibility with the State Contract Manager prior to creation or delivery of any electronic documentation. Any deviations to these standards shall be approved by the OSI Information Technology Office (ITO) and Information Security Office (ISO).
- 2) Hardcopy deliverables shall be on standard 8 ½" x 11" paper. Electronic versions shall be stored in a State designated central repository and remain the sole property of the State. The delivery media shall be compatible with the State storage devices.
- 3) If the State does not accept the deliverable(s) or services in the executed Agreement, payment for the deliverable(s)/services shall be withheld by the State and the Contractor will be notified. The Contractor shall take timely and appropriate measures to correct or remediate the reason(s) for non-acceptance and demonstrate to the State that the Contractor has successfully completed the scheduled work for each deliverable/service before payment is made.

B. Media and Number of Copies

One (1) electronic copy of the deliverable is to be submitted. Submit all electronic copies of deliverables to:

NAME Project Office, Agreement #	CWDS Project Office, Office of Systems Integration, TBD
ADDRESS 1	2870 Gateway Oaks Drive
	Sacramento, CA 95833
Email address:	"To Be Completed Upon Agreement Award"
Attention:	"To Be Completed Upon Agreement Award"

7. CONTRACTOR STAFF

For the duration of the Agreement term, the Contractor staff shall meet all MQs as described herein.

A. Mandatory Qualifications

The Contractor shall provide experienced resources that collectively meet all of the MQs for their appropriate role(s) as follows: All experience used to meet the MQs shall have been where the staff had primary responsibility. Refer to Staff Resume Table, Attachment II-C. Note: Each proposed staff shall only fulfill a single role with the exception of the Product Manager role, which may be fulfilled by other staff (e.g., Delivery Manager (Scrum Master), Lead Frontend Web Developer).

ROLE	MANDATORY QUALIFICATIONS
Product Manager	1. The Product Manager shall have at least three (3) years of Full-Time Equivalent experience (FTE) as the primary person responsible for delivery, ongoing success, and continuous improvement of a minimum of two (2) digital service(s) or platform(s).
	2. The Product Manager shall have at least three (3) years FTE of management experience with software development and design in an agile environment.
	3. The Product Manager shall have at least three (3) years FTE of management experience with creating product descriptions and delivery plans.
Delivery Manager (Scrum Master)	1. The Delivery Manager (Scrum Master) shall have at least three (3) years of FTE managing and delivering a minimum of two (2) digital service(s) or platform(s) that are similar to those described in the RFO.
	2. The Delivery Manager (Scrum Master) shall have a minimum of three (3) years FTE of management experience delivering complex digital projects in an agile environment.
	3. The Delivery Manager (Scrum Master) shall have had at least three (3) years of FTE serving as a client's direct point of contact.
	4. The Delivery Manager (Scrum Master) shall hold a certification related to Scrum.
Interaction Designer(s)/ User Researcher(s)/ Usability Tester(s)	1. At least one member of the Interaction Designer / User Researcher / Usability Tester Team shall have been involved as the lead Interaction Designer / User Researcher / Usability Tester in two (2) or more digital service projects similar in scope to the Bidder's proposed solution.
	2. Each member of the Interaction Designer / User Researcher / Usability Tester Team shall have been involved in at least one agile software development project.
	3. Taken as a whole, the Interaction Designer / User Researcher / Usability Tester Team shall have at least two (2) years of experience between them, in each of the following: <ol style="list-style-type: none"> Planning and leading user research Producing user requirements, specifications and experience goals

ROLE	MANDATORY QUALIFICATIONS
	<ul style="list-style-type: none"> c. Planning and leading one to one task based usability testing d. Presenting synthesis to clients
Lead Frontend Web Developer	1. The Lead Frontend Web Developer shall have at least two (2) years of FTE leading the development of a minimum of two (2) digital service(s) or platform(s) that are similar to those described in the RFO.
	2. The Lead Frontend Web Developer shall have a minimum of two (2) years of experience in creating and deploying user-facing interfaces in an agile environment.
	3. The Lead Frontend Web Developer shall have at least two (2) years of experience with each of the following: <ul style="list-style-type: none"> a. Writing the frontends using Ruby on Rails b. Consuming RESTful APIs c. Developing software using test-driven development approach
Frontend Web Developer	1. Each Frontend Web Developer(s) shall have a minimum of two (2) years of experience in creating and deploying user-facing interfaces in an agile environment.
	2. Each Frontend Web Developer shall have at least two (2) years of experience with each of the following: <ul style="list-style-type: none"> a. Writing the frontends using Ruby on Rails b. Consuming RESTful APIs c. Developing software using test-driven development approach

B. Contractor Roles

The California Health and Human Services (CHHS) Agile Development Pre-Qualified (ADPQ) Vendor Pool, Request for Information (RFI) #75001, released on May 5, 2016, defined several Labor Pool categories. Ones relevant to this Request for Offer # 32051 are defined as follows:

CONTRACTOR ROLE	RESPONSIBILITY
Product Manager	<p>Experience managing the delivery, ongoing success, and continuous improvement of one or more digital products and/or platforms.</p> <p>Primarily responsible for:</p> <ul style="list-style-type: none"> • Lead one or more multi-disciplinary agile delivery teams to deliver excellent new products and/or iterations to existing products to meet user needs • Gather user requirements based on a communicable understanding of diverse audience groups • Define and get stakeholder buy-in for product definition and delivery approach • Create effective, prioritized product descriptions, and delivery plans to meet user needs in a cost-effective way

CONTRACTOR ROLE	RESPONSIBILITY
	<ul style="list-style-type: none"> • Interpret user research in order to make the correct product decisions, noting that users do not always know what they want • Continually keep abreast of changes to user habits, preferences, and behaviors across various digital platforms and their implications for successful delivery of agile software development services • Underpin the delivery and iteration of agile software development services through effective analysis of qualitative and quantitative user data • Communicate credibly with a wide range of digital delivery disciplines and talent
Delivery Manager (Scrum Master)	<p>Experience setting up teams for successful delivery by removing obstacles (or blockers to progress), constantly helping the team to become more self-organizing, and enabling the work the team does rather than impose how it's done.</p> <p>Manages one or more agile projects, typically to deliver a specific product or transformation via a multi-disciplinary, high-skilled digital team. Adept at delivering complex digital projects, breaking down barriers to the team, and both planning at a higher level and getting into the detail to make things happen when needed.</p> <p>Defines project needs and feeds these into the portfolio/program process to enable resources to be appropriately allocated.</p> <p>Primarily responsible for:</p> <ul style="list-style-type: none"> • Delivering projects and products using the appropriate agile project management methodology, learning & iterating frequently • Working with the Product Manager to define the roadmap for any given product and translating this into user stories • Leading the collaborative, dynamic planning process – prioritizing the work that needs to be done against the capacity and capability of the team • Matrix-managing a multi-disciplinary team • Ensuring all products are built to an appropriate level of quality for the stage (alpha/beta/production) • Actively and openly sharing knowledge of best practices
Interaction Designer(s)/ User Researcher(s)/ Usability Tester(s)	<p>The Interaction Designer / User Researcher / Usability Tester is part of a highly collaborative, multi-disciplinary team focused on improving usability, user experience, and driving user adoption and engagement.</p> <p>They are responsible for conducting user research, analysis & synthesis, persona development, interaction design, and usability testing to create products that delight our customers.</p> <p>Primarily responsible for:</p> <ul style="list-style-type: none"> • Conduct stakeholder interviews, user requirements analysis, task analysis, conceptual modeling, information architecture, interaction design, and usability testing • Design and specify user interfaces and information architecture • Lead participatory and iterative design activities, including observational studies, customer interviews, usability testing, and other forms of requirements discovery

CONTRACTOR ROLE	RESPONSIBILITY
	<ul style="list-style-type: none"> • Produce user requirements specifications & experience goals, personas, storyboards, scenarios, flowcharts, design prototypes, and design specifications • Effectively communicate research findings, conceptual ideas, detailed design, and design rationale and goals both verbally and visually • Plan and facilitate collaborative critiques and analysis & synthesis working sessions • Work closely with visual designers and development teams to ensure that customer goals are met and design specifications are delivered upon • Designs and develops primarily internet/web pages and applications • Develops proof-of-concepts and prototypes of easy-to-navigate user interfaces (UIs) that consists of web pages with graphics, icons, and color schemes that are visually appealing • Researches user needs as well as potential system enhancements • Has familiarity to, or may actually: code, test, debug documents, and implement web applications using a variety of platforms • Planning, recruiting, and facilitating the usability testing of a system • Analyzing and synthesizing the results of usability testing in order to provide recommendations for change to a system • May create such artifacts as Usability Testing Plan, Testing Scripts, and Usability Testing Report
Lead Frontend Web Developer	<p>Experience using modern, frontend web development tools, techniques, and methods for the creation and deployment of user-facing interfaces. Is comfortable working in an agile and lean environment to routinely deploy changes.</p> <p>Primarily responsible for:</p> <ul style="list-style-type: none"> • Oversee the CALS architecture and design, subject to approval by the Service Manager. • Choosing the direction of the CALS software developers to execute the Service Manager's vision and goals, and to deliver working software at the end of a sprint. • Help develop product roadmaps, backlogs, and measurable success criteria. • Frontend web development using modern techniques and frameworks (e.g., HTML5, CSS3, CSS frameworks like LESS and SASS, Responsive Design, Bourbon, Twitter Bootstrap) • JavaScript development using modern standards, including strict mode compliance, modularization techniques and tools, and frameworks and libraries (e.g., jQuery, MV* frameworks such as Backbone.js and Ember.js, D3) • Consuming RESTful APIs • Using and working in team environments that use agile methodologies (e.g., Scrum, Lean) • Use of version control systems, specifically Git and GitHub • Ensuring Section 508 Compliance • Quickly researching and learning new programming tools and techniques • Using and working with open source solutions and community • Creating web layouts from static images • Creating views and templates in full-stack frameworks like Rails, Express, or Django

CONTRACTOR ROLE	RESPONSIBILITY
Frontend Web Developer	<p>Experience using modern, frontend web development tools, techniques, and methods for the creation and deployment of user-facing interfaces. Is comfortable working in an agile and lean environment to routinely deploy changes.</p> <p>Primarily responsible for:</p> <ul style="list-style-type: none">• Frontend web development using modern techniques and frameworks (e.g., HTML5, CSS3, CSS frameworks like LESS and SASS, Responsive Design, Bourbon, Twitter Bootstrap)• JavaScript development using modern standards, including strict mode compliance, modularization techniques and tools, and frameworks and libraries (e.g., jQuery, MV* frameworks such as Backbone.js and Ember.js, D3)• Consuming RESTful APIs• Using and working in team environments that use agile methodologies (e.g., Scrum, Lean)• Use of version control systems, specifically Git and GitHub• Ensuring Section 508 Compliance• Quickly researching and learning new programming tools and techniques• Using and working with open source solutions and community• Creating web layouts from static images• Creating views and templates in full-stack frameworks like Rails, Express, or Django

C. State Roles

STATE ROLE	RESPONSIBILITY
Service Manager	CWDS will provide one Service Manager. The Service Manager is an empowered individual who will interface with the client's stakeholders, synthesize feedback, and make decisions on the product's priorities and scope. The Service Manager, working with stakeholder interests, user needs, and insight from the product team, will establish the vision and goals for the CALS and prioritize user stories to include in sprints and strategize release cycles. The Service Manager will be responsible for managing the CALS Product Backlog and related issues.
Project Manager	CWDS will provide one Project Manager. The Project Manager will manage the CALS Business Team's daily and iteration objectives in support of the CALS Development Team, work to remove impediments in the organization, help facilitate team continuous improvement, and coordinate solution implementation and delivery with other CWDS or vendor Project Managers, Delivery Managers, and Scrum Masters.
Performance Analyst	CWDS will provide one Performance Analyst. The Performance Analyst will specify, collect and present key performance data and analysis of the product. The Performance Analyst shall perform as part of the CALS Business Team. The Performance Analyst will be responsible for determining CALS performance standards as part of ongoing user research, stakeholder input, and design. These performance standards will be included in the user stories implemented by the Contractor.
Technical Architect	CWDS will provide one Technical Architect. The CWDS Technical Architect will be responsible for providing the overall technical vision for CWS-NS, including CALS; identifying technical standards and guidelines; and, providing technical oversight.
Business Analysts/Subject Matter Experts	CWDS will provide Business Analysts/Subject Matter Experts with special knowledge and expertise related to CALS users' needs. The Business Analysts/Subject Matter Experts shall perform as members of the CALS Business Team. The CALS Business Team will be available to the Contractor to assist in the resolution of questions regarding dependencies between user stories, clarification of user needs and/or the acceptance criteria for user stories, and otherwise be available to perform research as needed for delivery of specific sprints, including through testing and release.
Core Constituent Group	CWDS will provide a Core Constituent Group. The Core Constituent Group will be comprised of the CALS Core County Group and representatives of CCLD regional offices. The Core Constituent Group will meet regularly with the CALS Service Manager and CALS Development and Business Teams throughout development to advise on the criteria for successful delivery of user needs and various performance measurements, including by serving as user-testers of developed product prior to release and/or delivery.

D. Staff and Rates

The staff shall perform the tasks described in this SOW, at the rates indicated in the Agreement.

- 1) Given the size, scope, and complexity of this work, it is of utmost importance that the Contractor shall be responsible for monitoring the monthly hours billed to ensure the staff(s) effectively meet(s) the needs of the State.

- 2) Changes in cost estimates that do not alter the total cost of this SOW will be conveyed to the State in writing. The rationale for the change shall be included. The State shall approve any change to the cost estimates in writing. The identified staff(s) will perform the tasks described and at the rates indicated in this Agreement. The Contractor shall identify its staffs by name and hourly rate.
- 3) The assigned staff(s) will perform the tasks described in this SOW, at the rates indicated in Attachment II-L, Cost Worksheet. The Contractor shall identify each staff by name, labor category, and hourly rate.

E. Reassignment of Staff

- 1) The Contractor shall not add and/or substitute staff without the prior written consent of the State, which consent shall not be unreasonably withheld. The Contractor shall make every reasonable effort to provide suitable substitute staff. The additional and/or substitute staff shall meet all the requirements and shall be approved in writing by the State prior to substitute staff beginning work.
- 2) Additional and/or substitute staff shall not automatically receive the hourly rate of the staff or positions being replaced. The State and the Contractor shall negotiate the hourly rate of any additional and/or substitute staff to the Agreement. The hourly rate negotiated shall be dependent, in part, upon the experience and individual skills of the proposed additional and/or substitute staff. The negotiated hourly rate shall not exceed the hourly rate for that position as set forth in the Agreement.
- 3) If adding staff is acceptable by the State and permissible by this Agreement:
 - a) The Contractor shall submit an Add, Delete or Substitute Staff Request Form, Attachment III-A; a completed Staff Resume Table, Attachment II-C, signed Staff Reference Forms, Attachment II-E, from all references listed on the Staff Resume Table to validate the experience listed; and the completed CMAS/GSA Classification Qualifications table, Attachment II-G, with any required degrees. The request and the completed documents shall be provided to the State Contract Manager for review and approval. The State will provide approval of the request and related materials within ten (10) business days after receipt of these documents. However, addition of staff may require an amendment to this Agreement.
- 4) If the substitution of staff is acceptable by the State and permissible by this Agreement:
 - a) The Contractor shall submit an Add, Delete or Substitute Staff Request Form, Attachment III-A; a completed Staff Resume Table, Attachment II-C, signed Staff Reference Forms, Attachment II-E, from all references listed on the Staff Resume Table to validate the experience listed; and the completed CMAS/GSA Classification Qualifications table, Attachment II-G, with any required degrees. The request and the completed documents shall be provided to the State Contract Manager for review and approval. The State will provide approval of the request and related materials within ten (10) business days after receipt of these documents. However, substitution of staff may require an amendment to this Agreement.
- 5) If the deleted staff is acceptable by the State and permissible by this Agreement:
 - a) The Contractor shall submit an Add, Delete or Substitute Staff Request Form, Attachment III-A to the State Contract Manager for review and approval within the (10) business days after receipt of this document.
- 6) If the addition, substitution and/or deletion does not increase the total cost of the Agreement, an amendment may not be required to make this change to the Agreement.

8. PAYMENTS AND INVOICING

Payment for services performed under this Agreement shall be made in accordance with the State of California's Prompt Payment Act (GC Section 927 et seq.).

A. Submission of Invoices

- 1) Payment shall be made after the completion and acceptance for two sprints (i.e. every four weeks). Invoices shall be submitted after completion and acceptance of two sprints. All invoices shall be submitted in triplicate, detailing the labor category hours (incremental hours shall be billed to the nearest 15 or 30 minutes) and dollars and include the following:
 - i. Transmittal with the Agreement number;
 - ii. A certification statement signed by a company official, attesting to the accuracy of the invoice data; and
 - iii. Copies of signed timesheet(s);

- 2) Invoices shall be submitted directly to:

Office of Systems Integration
Attn: Accounting Office
2525 Natomas Park Drive, Suite 200
Sacramento, CA 95833

B. Payment Method

- 1) Payment to the Contractor will be made on a time and materials basis per the hourly labor classifications set forth in the Contract for all labor related costs. The payment amount will be calculated as the total payment amount for two sprints. The payment amount for each sprint is capped at a total of each resource's labor classification rate multiplied by 90 hours, with the exception of the labor classification for the Product Manager which is capped at 20 hours per sprint. A sprint is defined as a two (2) week period.

C. Payment Frequency

- 1) Payment shall be made after the completion and acceptance for two sprints (i.e., every four weeks) for all labor-related costs.

D. Travel

The State will allow for travel costs, reimbursement for the Contractor's personnel for travel, per diem, lodging, etc. The travel costs shall not exceed State rates current at the time of order placement as defined in the Department of Human Resources Rules 599.615 – 599.635. shall be made in accordance with the provisions established by the California Department of Human Resources (CalHR), including Title 2 California Code of Regulations section 599.619, and applicable CalHR policy memos, including but not limited to PML 2013-026 (available at: <http://www.calhr.ca.gov/PML%20Library/2013026.pdf>), as it applies to excluded employees and limited to actual costs incurred. The State Contract Manager shall approve all travel in advance.

9. POINTS OF CONTACT

Contractor – Contract Manager:	
Name, Title:	"To Be Completed Upon Agreement Award"
Address:	"To Be Completed Upon Agreement Award"
Phone Number:	"To Be Completed Upon Agreement Award"
Fax Number:	"To Be Completed Upon Agreement Award"
E-mail address:	"To Be Completed Upon Agreement Award"

State – Contract Manager:	
Name, Title:	Name, Contract Manager
Address:	Address
Phone Number:	Phone Number
Fax Number:	Fax Number
E-mail address:	Email Address

10. STATE FURNISHED ITEMS

The following items shall be provided by the State to support this effort and all policies and procedures regarding access to and the use of the state facilities shall be applicable:

- A. Office space for the duration of the Agreement, including computer, desk, chair, desk phone, and Internet connection.
- B. Access to office building and office suite.
- C. Named software tools listed in Statement of Work Section 3, Scope of Services.

11. RESPONSIBILITIES OF PARTIES**A. The Contractor Responsibilities**

1. All work products and deliverables shall be stored on the State document repository (e.g., Worksite Web or SharePoint) in a format compatible with the OSI document standards. The most current version of all work products and deliverables shall be continuously available for State review at all times.
2. The Contractor shall receive all project communications and has the authority to act on all aspects of the services. The Contractor will review the Agreement and associated Agreement documents with the State Contract Manager to ensure understanding of the responsibilities of both parties.
3. Prior to expiration of the Agreement, the Contractor shall return all State property, including security badges to the State Contract Manager.
4. As part of this Agreement, the Contractor (data custodian) shall be responsible for all costs incurred by the State (data owner) due to any and every security incident resulting from the Contractor's failure to perform or negligent acts of its staff, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. The Contractor shall notify the OSI immediately by telephone call plus email or fax upon the discovery of breach of security of PSCI in computerized form if the PSCI was, or is reasonably believed to have been, acquired by an unauthorized person, or within two hours by email of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PSCI in violation of this Agreement, this provision, the

law, or potential loss of confidential data affecting this Agreement. If the State determines that notice to the individual(s) whose data has been lost or breached is appropriate, the Contractor will bear any and all costs associated with the notice or any mitigation selected by the State. These costs include, but are not limited to, consultant time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

5. The Contractor shall comply with all applicable State policies including, but not limited to (State Administrative Manual 5300-5399, State Information Management Manual procedures, and the OSI's security policies including, but not limited to, its Acceptable Use Policy, Confidentiality and Non-Disclosure Policy, CHSA Security Policies and the OSI Security templates. (See Attachment III-B, Special Provisions.)
6. All the Contractor-owned or managed laptops, Ultra books, net books, tablets, Smart phones and similar devices, if allowed by the State Contract Manager, shall be encrypted using commercial third-party encryption software. The encryption software shall meet the level standards of National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) Publication 140-2, Security Requirements for Cryptographic Modules. Additionally, anti-virus, anti-malware software shall be used and kept up to date along with software patches and supported versions. The OSI Information Security Office shall have the right to audit the Contractor-owned devices connected to State networks.
7. If the Contractor use of removable media storage devices (i.e. Universal Serial Bus [USB] thumb drives, disk tapes, micro SD, SD cards, CD/DVD, etc.) is allowed by the State Contract Manager, all electronic files stored on the removable media storage device used to store State information shall be encrypted using a commercial third-party encryption software. The encryption software shall meet the standards set forth in NIST FIPS 140-2. Information stored on approved removable storage devices shall not be copied to any unencrypted computer (i.e., desktop or laptop) not connected to State network. Any personally identifiable information, personal health information, or other confidential information shall be encrypted when stored on State network file shares or document repositories.

B. State Responsibilities

1. The State Contract Manager shall receive all project communications and has the authority to act on all aspects of the services. The State Contract Manager will review the Agreement and associated Agreement documents with the Contractor to ensure understanding of the responsibilities of both parties.
2. The State will provide timely review and approval of the information and documentation provided in order for the Contractor to perform its obligations under this Agreement.

12. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and/or project-related problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall normally be reported in regular status reports or in-person meetings. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, the State Contract Manager shall determine the level of severity, and notify the appropriate State staff, as set forth below. The State staff 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. The State personnel include, but are not limited to, the following:

- A. First level, the CWS-NS Project Director.
- B. Second level, the CWDS Deputy Director.

13. SPECIAL PROVISIONS

Special Provisions shall include any special directions or project specific requirements that are not otherwise stated explicitly in the Agreement. Refer to Attachment III-B for special provisions.

14. SUBCONTRACTORS

The Contractor may, with the approval of the OSI, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. Any such approval may be rescinded at the OSI's discretion. The Contractor is responsible and liable for the proper performance and quality of any work performed by any, and all, subcontractors. The OSI reserves the right to reject or refuse admission to any subcontractor staff whose performance, in the reasonable judgment of the OSI, is deemed to be substandard. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the OSI for any breach in performance of the Contractor's duties.

The Contractor warrants and agrees that any subcontract resulting from its performance under the terms and conditions of the Agreement and the associated leveraged procurement agreement (LPA) shall include a provision that the subcontractor shall abide by the terms and conditions of the Agreement and the associated LPA, as well as all other applicable federal and state laws, rules, and regulations pertinent hereto that have been or may hereafter be established. Also, the Contractor warrants and agrees that all subcontracts shall include a provision that the subcontractor shall indemnify and hold harmless the OSI to the same extent as provided in the LPA. Any Agreement between the Contractor and its subcontractors shall require the subcontractors to adhere to the same performance standards and other standards required of the Contractor.

When a subcontractor ultimately performs all of the services that the Contractor has agreed to provide and the prime Contractor only handles the invoicing of expenditures, then the prime Contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a CUF. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs. Contractors may not subcontract 100 percent of the tasks of this SOW. The maximum amount that can be subcontracted out is 90%.



ATTACHMENT III-A
ADD, DELETE OR SUBSTITUTE
CONTRACTOR STAFF REQUEST FORM

Contractor Name		Contractor Phone No.		Date
CMAS Number		Project Name/Agreement Number		
Staff To Be Added	Staff Replaced	Proposed Effective Date	Classification	Resume Meets MQs and CMAS requirements
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
Staff To Be Deleted	Date Effective	Reason		
		Reason:		
		Reason:		
		Reason:		
		Reason:		
Comments/Special Instructions Please note: The changes as indicated in this request are being made at no additional cost to the STATE. – Sample (Include this language, if applicable).				
STATE Acceptance		Contractor Acceptance		
Division/Project		Contractor (If other than an individual, state whether a corporation, partnership, etc.)		
By (Authorized Signature)		By (Authorized Signature)		
Printed Name of Person Signing		Printed Name of Person Signing		
Title		Title		

ATTACHMENT III-B
Special Provisions (Privacy and Security Controls)

Special Provisions shall include any special directions or project specific requirements that are not otherwise stated explicitly in the Agreement. Privacy and Security Control provisions address the Contractor requirements based upon access and usage of the OSI information and equipment.

I. SECURITY

Information Confidentiality and Security Requirements (ICSR) for Leveraged Procurements

1. **Definitions.** For purposes of this Attachment, the following definitions shall apply:
 - a. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6270) or other applicable state or federal laws.
 - b. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6270) or other applicable state or federal laws.
 - c. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
 - d. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is the OSI's policy to consider all information about individuals private unless such information is determined to be a public record.** This information shall be protected from inappropriate access, use, or disclosure and shall be made accessible to data subjects upon request. Personal Information includes the following:
Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.
2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the State Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than the OSI without prior written authorization from the State Contract Manager, except if disclosure is required by State or Federal law.
6. The Contractor shall observe the following requirements:
 - a. **Requirements and Guidelines.**
 - 1) The Contractor shall classify their data pursuant to the California State Administrative Manual (SAM) 5305.5.
 - 2) The Contractor shall comply with the following:

- i. The California Information Practices Act (Civil Code sections 1798 et seq.);
 - ii. Security provisions of the SAM (Chapters 5100 and 5300) and the California Statewide Information Management Manual (SIMM) (Sections 58-C, 58-D, 66-B, 5305-A, 5310-A and B, 5325-A and B, 5330-A, B and C, 5340-A, B and C, 5360B);
 - iii. Privacy provisions of the Federal Privacy Act of 1974;
 - iv. California Penal Code, section 11142
 - v. California Welfare and Institutions Code, section 10850(b)
- 3) The Contractor shall comply with the information security and privacy controls set forth in the NIST Special Publication (SP); including but not limited to NIST 800-53R4 (tailored to the OSI Requirements for a Low or Moderate Level Of Concern).
- b. **Safeguards.** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of the OSI. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the appropriate levels of security (confidentiality, integrity, and availability) for the data based on data categorization and classification and FIPS Publication 199 protection levels, including at a minimum the following safeguards:
 - 1) **Personnel Controls**
 - a) **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the OSI, or access or disclose PSCI shall complete information privacy and security training, at least annually, at the Contractor's expense. Each workforce member who receives information privacy and security training shall sign a certification, indicating the member's name and the date on which the training was completed. These certifications shall be retained for a period of three (3) years following agreement termination.
 - b) **Employee Discipline.** Appropriate sanctions shall be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
 - c) **Confidentiality Statement.** All persons that will be working with PSCI shall sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the workforce member prior to access to PSCI. The statement shall be renewed annually. The Contractor shall retain each person's written confidentiality statement for the OSI inspection for a period of three (3) years following agreement termination.
 - d) **Background Check.** Before a member of the Contractor's workforce may commence work, the Contractor shall conduct a thorough background check that includes, but not limited to, a DOJ criminal fingerprint/background clearance of that worker and evaluate the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following agreement termination.
 - 2) **Technical Security Controls**
 - a) **Workstation/Laptop Encryption.** All workstations and laptops that process and/or store PSCI shall be encrypted with an OSI approved solution (i.e. FIPS 140-2). The encryption solution shall be full disk.
 - b) **Minimum Necessary.** Only the minimum necessary amount of PSCI may be downloaded to a laptop or hard drive when absolutely necessary for current business purposes.

- c. **Removable Media Devices.** All electronic files that contain PSCI data shall be encrypted when stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) with the OSI approved solution (i.e. FIPS 140-2).
 - d. **Email Security.** All emails that include PSCI shall be sent in an encrypted method using an OSI approved solution.
 - e. **Antivirus Software.** All workstations, laptops, other devices, and systems that process and/or store PSCI shall have a commercial third-party anti-virus software solution with a minimum daily automatic update.
 - f. **Patch Management.** All workstations, laptops, other devices, and systems that process and/or store PSCI shall have security patches applied and up-to-date.
 - g. **User IDs and Password Controls.** All users shall be issued a unique user name for accessing PSCI. Passwords shall not to be shared. Passwords shall adhere to the following:
 - Be at least eight characters
 - Be a non-dictionary word
 - Not be stored in readable format on the computer
 - Be changed every 90 days
 - Be changed if revealed or compromisedPassword shall be composed of characters from at least three of the following four groups from the standard keyboard:
 - Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
 - h. **Data Destruction.** The Contractor shall meet the standards as set forth in NIST 800-88 for destruction of data. All PSCI shall be wiped from systems when the data is no longer necessary. The wipe method shall conform to Department of Defense standards for data destruction. If data was PII or PHI, then the Gutmann 35 pass wipe is required. All PSCI on removable media shall be returned to the OSI when the data is no longer necessary. Once data has been destroyed and logged, the State Contract Manager shall be notified and provided logs for auditing and retention period.
 - i. **Remote Access.** Any remote access to PSCI shall be executed over an encrypted method approved by the OSI. All remote access shall be limited to minimum necessary and least privilege principles. Remote Access shall meet security standards as defined in SAM 5360.1 and SIMM 5360-A.
- 3) **System Security Controls**
- a. **System Timeout.** The System shall provide an automatic timeout after no more than 20 minutes of inactivity.
 - b. **Warning Banners.** All Systems containing PSCI shall display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. Users shall be directed to log off the system if they do not agree with these requirements.
 - c. **System Logging.** The System shall log successes and failures of user authentication at all layers. The System shall log all system administrator/developer access and changes if the system is processing and/or storing PSCI. The System shall log all user transactions at the database layer if processing and/or storing PSCI.
 - d. **Access Controls.** The System shall use role based access controls for all user authentications, enforcing the principle of least privilege.

- e. **Transmission Encryption.** Confidential, sensitive or personal information shall be encrypted in accordance with SAM 5350.1 and SIMM 5305-A. All data transmissions shall be encrypted end-to-end using the OSI approved solution, when transmitting PSCI. See the CHHS Security Policy – Data Encryption at the following link: [CHHSA Security Policy Data Encryption](#).
 - f. **Host Based Intrusion Detection.** All systems that are accessible via the Internet or store PSCI shall actively use a comprehensive third-party real-time host based intrusion detection and prevention solution.
- 4) **System Security Review**
- a. An independent security risk assessment shall be required when the Contractor is permitted access to the OSI data and systems with PCSI.
 - b. The Contractor shall obtain independent security risk assessment consultants to meet the SAM 5305.7 and NIST standards (800-30, 800-37, 800-39, and 800-53) as well as OWASP standards including but not limited to the Development and Testing Guidelines for web services. Assessor independence provides a degree of impartiality to the monitoring process. To achieve such impartiality, assessors should not:
 - Create a mutual or conflicting interest with the organizations where the assessments are being conducted.
 - Self assess their work.
 - Act as management or employees of the organizations they are serving.
 - Place themselves in advocacy positions for the organizations
 - Have an affiliation, either personal or business, with the Contractor or subcontractors working under agreement with the OSI.
 - c. The OSI shall have approval of the independent risk assessment consultants that will perform the security risk assessments prior to the Contractor hiring the firm.
 - d. The independent security risk assessment firm shall have references from comparable State agencies (comparable system complexity as the OSI).
 - e. The Contractor shall have independent security risk assessment consultants conduct security risk assessments every two years of the OSI Project Systems (e.g. CWS/CMS, CWS-NS, CMIPS II, and SFIS) and Project Support Systems (.e.g. shared drives, web sites, web applications, Clarity, Sharepoint, County Access Data, and SARS).
 - f. The Contractor shall have the security risk assessment provide a gap analysis using the latest version of the Low or Moderate Tailored Baseline NIST 800-53 security controls.
 - g. The State Project Manager or designee and the OSI ISO shall have full access to the results of the independent risk assessment.
 - h. The Contractor shall provide to the OSI a Security Assessment Report created by the independent security assessors as defined in NIST 800-53. This report shall contain, as a minimum, identification and score of risks and provide recommended mitigation solutions.
- 5) **Audit Controls**
- a) **Log Reviews.** All systems processing and/or storing PSCI shall have a routine procedure in place to review system logs for unauthorized access.
 - b) **Change Control.** All systems processing and/or storing PSCI shall have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.
- 6) **Business Continuity / Disaster Recovery Controls**
- a. **Emergency Mode Operation Plan.** The Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of electronic PSCI in the event of an emergency. An emergency is an interruption of business operations for more than 24 hours.

- b. **Data Backup Plan.** The Contractor shall have established documented procedures to backup PSCI to maintain retrievable exact copies of PSCI. The plan shall include a regular schedule for making backups, storing backup's offsite, an inventory of backup media, and the amount of time to restore PSCI should it be lost. At a minimum, the schedule shall be a weekly full backup and monthly offsite storage of data.
- 7) **Paper Document Controls**
- a. **Supervision of Data.** PSCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, or desk. Unattended means that information is not being observed by an employee authorized to access the information. PSCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
 - b. **Escorting Visitors.** Visitors to areas where PSCI is contained shall be escorted and PSCI shall be kept out of sight while visitors are in the area.
 - c. **Confidential Destruction.** The Contractor shall meet the standards as set forth in NIST 800-88 for destruction of data. PSCI shall be disposed of through confidential means, such as cross cut shredding and pulverizing.
 - d. **Removal of Data.** PSCI shall not be removed from the premises of the Contractor except with express written permission of the OSI.
 - e. **Faxing.** Faxes containing PSCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending. The Contractor fax machines shall be located in secure areas, per SAM 5365.1.
 - f. **Mailing.** PSCI shall only be mailed using secure methods. Large volume mailings of PSCI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail shall be encrypted with the OSI approved solution.
- 8) **Physical Transport of Paper/Electronic Data/Media**
- a. There are specific precautions that shall be taken when transporting electronic data/media. The data/media shall be wrapped or sealed in an envelope or pouch in such a manner that the contents cannot be identified during the transportation process. The outside of the container shall clearly identify the addressee, which includes the name, address and telephone number where he/she can be reached. Departments shall ensure that transported data/media be delivered only to the appropriate individuals who are authorized to receive the information. This can be accomplished by implementing a tracking method by which the sender and the recipient can sign and verify delivery and receipt of the information.
 - b. The Contractor shall ensure that there is a tracking process in place for the transportation of data/media, whether in paper records or physical media devices, and that accountability be strongly emphasized with the establishment of this process. Existing tracking processes such as those associated with FedEx, UPS and the U.S. Postal Service are permitted, however when sending information on physical media devices via these methods or by similar means, **the information shall be encrypted.**
 - c. **CA Public Records Act.** The Contractor shall work cooperatively with the State to respond timely and correctly to public records requests.
 - d. **Security Officer.** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with the OSI.
 - e. **Training.** The Contractor shall provide training on its data privacy and security policies, at least annually, at its own expense, to all its employees and volunteers who assist in the performance of functions or activities on behalf of the OSI under this Agreement and use or disclose PSCI.

- 1) The Contractor shall require each employee and volunteer who receives data privacy and security training to sign a certification, indicating the employee's/volunteer's name and the date on which the training was completed.
 - 2) The Contractor shall retain each employee's/volunteer's written certifications for the OSI inspection for a period of three years following agreement termination.
- f. **Breaches.**
- 1) **Discovery and Notification of Breach.** The Contractor shall be responsible for facilitating the security incident process as described in California Civil Code section 1798.29(e), California Civil Code section 1798.82(f), and SAM 5340, Incident Management. The Contractor shall notify the OSI immediately by telephone call plus email or fax upon the discovery of breach of security of PSCI in computerized form if the PSCI was, or is reasonably believed to have been, acquired by an unauthorized person, or within two hours by email of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PSCI in violation of this Agreement, this provision, the law, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the State Contract Manager, the OSI Privacy Officer and the OSI Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PSCI, notification shall be provided by e-mailing the OSI Security Office at osiinfosecurity@osi.ca.gov. The Contractor shall take:
 - a) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - b) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
 - 2) **Investigation of Breach.** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI and within twelve (12) to twenty-four (24) hours of the discovery, shall notify the State Contract Manager, the OSI Privacy Officer, and the OSI Information Security Officer of:
 - a) What data elements were involved and the extent of the data involved in the breach,
 - b) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PSCI,
 - c) A description of where the PSCI is believed to have been improperly transmitted, sent, or utilized,
 - d) A description of the probable causes of the improper use or disclosure; and
 - e) Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
 - 3) **Updates on Investigation.** The Contractor shall provide regular (every 24 hours) updates on the progress of the investigation to the State Contract Manager, the OSI Privacy Officer, and the OSI Information Security Officer.
 - 4) **Written Report.** The Contractor shall provide a written report of the investigation to the State Contract Manager, the OSI Privacy Officer, and the OSI Information Security Officer within seven (7) working days of the discovery of the breach or unauthorized use or disclosure. The report will, at a minimum, follow the format of SIMM 5340-B. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

- 5) **Notification of Individuals.** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The State Contract Manager, the OSI Privacy Officer, and the OSI Information Security Officer shall approve the time, manner and content of any such notifications.
7. **Effect on lower tier transactions.** The terms of this Attachment shall apply to all agreements, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Attachment into each subcontract or subaward to its agents, subcontractors, or independent consultants.
8. **Contact Information.** To direct communications to the above referenced OSI staff, the Contractor shall initiate contact as indicated herein. The OSI reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Attachment or the Agreement to which it is incorporated.

OSI State Contract Manager	OSI Privacy Officer	OSI Information Security Officer
See the agreement for State Contract Manager information	Privacy Officer c/o OSI Legal Division Office of Systems Integration 2525 Natomas Park Drive, Suite 200 Sacramento, CA 95833 Email: david.haynes@osi.ca.gov Telephone: (916) 263-0744	Information Security Officer OSI Information Security Office Office of Systems Integration 2525 Natomas Park Drive, Suite 200 Sacramento, CA 95833 Email: osiinfosecurity@osi.ca.gov Telephone: (916) 263-0744 or (916) 825-9213

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

ATTACHMENT III-C
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Software as a Service)

These special provisions are only to be used for software as a service (SaaS), as defined below. These special provisions are to be attached to the general provisions – information technology and accompanied by, at minimum, a Statement of Work (SOW) and service level agreement (SLA). State agencies shall first:

- A. Classify their data pursuant to the California State Administrative Manual (SAM) 5305.5;
- B. Consider the factors to be taken into account when selecting a particular technological approach, in accordance with SAM 4981.1, 4983 and 4983.1 and then;
- C. Modify these special provisions through the SOW and/or SLA to meet the needs of each acquisition.

1. Definitions

- a) **“Cloud Software as a Service (SaaS)”** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) **“Cloud Platform as a Service (PaaS)”** - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- c) **“Cloud Infrastructure as a Service (IaaS)”** - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- d) **“Data”** - Any information, formulae, algorithms, or other content that the State, the State’s employees, agents and end users upload, create or modify using the SaaS pursuant to this Agreement. Data also includes user identification information and metadata which may contain Data or from which the State’s Data may be ascertainable.
- e) **“Data Breach”** - Any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of the Agreement terms and/or applicable state or federal law.
- f) **“Recovery Point Objective (RPO)”** - The point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO is detailed in the SLA.
- g) **“Recovery Time Objective (RTO)”** - The period of time within which information technology services, systems, applications and functions shall be recovered following an unplanned interruption. The RTO is detailed in the SLA.

Terms

2. SaaS AVAILABILITY: Unless otherwise stated in the SOW,

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SOW.

- c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the Agreement for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
- d) The Contractor shall provide advance written notice to the State in the manner set forth in the SOW of any major upgrades or changes that will affect the SaaS availability.

3. DATA AVAILABILITY: Unless otherwise stated in the SOW,

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SOW if the State is unable to access the Data as a result of:
 - 1) Acts or omission of the Contractor;
 - 2) Acts or omissions of third parties working on behalf of the Contractor;
 - 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to the Contractor's server, to the extent such attack would have been prevented by the Contractor taking reasonable industry standard precautions;
 - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within the Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the Agreement for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.

4. SaaS and DATA SECURITY:

- a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, the Contractor shall certify to the State:
 - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Agreement;
 - 2) Compliance with the following:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - ii. Security provisions of the California State Administrative Manual (Chapters 5100 and 5300) and the California Statewide Information Management Manual (Sections 58C, 58D, 66B, 5305A, 5310A and B, 5325A and B, 5330A, B and C, 5340A, B and C, 5360B);
 - iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Audit results and the Contractor's plan to correct any negative findings shall be made available to the State upon request; and
 - iv. Privacy provisions of the Federal Privacy Act of 1974;
 - 3) Compliance with applicable industry standards and guidelines, including but not limited to relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines.
- b) The Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Agreement to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
- c) The Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Agreement and the State's Data, at no cost to the State.
- d) The Contractor assumes responsibility for the security and confidentiality of the Data under its control.

- e) No Data shall be copied, modified, destroyed or deleted by the Contractor other than for normal operation or maintenance of SaaS during the Agreement period without prior written notice to and written approval by the State.
- f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Security Officer.

5. ENCRYPTION: Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

6. DATA LOCATION: Unless otherwise stated in the SOW and approved in advance by the State Chief Information Security Officer, the physical location of the Contractor's data center where the Data is stored shall be within the continental United States.

7. RIGHTS TO DATA: The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and the Contractor has a limited, non-exclusive license to access and use the Data as provided to the Contractor solely for performing its obligations under the Agreement. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by the Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

8. TRANSITION PERIOD:

- a) For ninety (90) days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, the Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
- b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties as an amendment to this Agreement.
- c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.
- d) The Contractor agrees to compensate the State for damages or losses the State incurs as a result of the Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.
- e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in the Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, the Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

9. DATA BREACH: Unless otherwise stated in the SOW,

- a) Upon discovery or reasonable belief of any Data Breach, the Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. The Contractor shall provide such notification within forty-eight (48) hours after the Contractor reasonably believes there has been such a Data Breach. The Contractor's notification shall identify:
 - 1) The nature of the Data Breach;
 - 2) The Data accessed, used or disclosed;
 - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
 - 4) What the Contractor has done or will do to quarantine and mitigate the Data Breach; and
 - 5) What corrective action the Contractor has taken or will take to prevent future Data Breaches.

- b) The Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by the Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
- c) The Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Agreement.
- d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Agreement, and to the extent authorized by the State in the SOW, the Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, the Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, the Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and the Contractor in the applicable SOW. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
- e) The Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. The Contractor shall cooperate fully with the State, its agents and law enforcement.

10. DISASTER RECOVERY/BUSINESS CONTINUITY: Unless otherwise stated in the SOW,

- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, the Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. The Contractor shall provide such notification within twenty-four (24) hours after the Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the State of:
 - 1) The scale and quantity of the Data loss;
 - 2) What the Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
 - 3) What corrective action the Contractor has taken or will take to prevent future Data loss.
 - 4) If the Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Agreement.
- b) The Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Agreement.
- c) The Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. The Contractor shall cooperate fully with the State, its agents and law enforcement.

11. EXAMINATION AND AUDIT: In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the SOW:

- a) Upon advance written request, the Contractor agrees that the State or its designated representative shall have access to the Contractor's SaaS, operational documentation, records and databases, including online inspections that relate to the SaaS purchased by the State.
- b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
 - 1) Operating system/network vulnerability scans,
 - 2) Web application vulnerability scans,
 - 3) Database application vulnerability scans, and
 - 4) Any other scans to be performed by the State or representatives on behalf of the State.
- c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, the Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of the Contractor's receipt of such results. Upon the Contractor receiving the results of the audit, the Contractor will provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement.

12. DISCOVERY: The Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. The Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. The Contractor shall provide such notification within forty-eight (48) hours after the Contractor receives the request. The Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at the Contractor regarding this Agreement without first notifying the State unless prohibited by law from providing such notification. The Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. The Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

ATTACHMENT III-D

CWS-NS GENERAL PROVISIONS – INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.
 - a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
 - b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
 - c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.
 - d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability Company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - e) **"Buyer"** means the State's authorized contracting official.
 - f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
 - j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
 - l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
 - m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
 - n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
 - o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
 - p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Subsystem, including its Hardware and Operating Software (if any).
 - q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
 - r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
 - s) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
 - t) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
 - u) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
 - v) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
 - w) **"Machine"** means an individual unit of a Data Processing System or Subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
 - x) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its

physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.

- y) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
- z) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
- aa) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.
- bb) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.
- cc) **"Operating Software"** means those routines, whether or not Section 12100), and 3.6 (commencing with Section 12125) identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- dd) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including

Operating Software, Programming Aids, Application Programs, and Program Products.

- ll) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- nn) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- oo) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. CONTRACT FORMATION:

- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

3. COMPLETE INTEGRATION: This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. SEVERABILITY: The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. APPLICABLE LAW: This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. COMPLIANCE WITH STATUTES AND REGULATIONS:

- a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all

applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.

- b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- e) To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to its attention regarding accessibility of its products or services.

8. CONTRACTOR'S POWER AND AUTHORITY: The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. ASSIGNMENT: This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

10. WAIVER OF RIGHTS: Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a

waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) These General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
- c) Other Special Provisions;
- d) Statement of Work, including any specifications incorporated by reference herein;
- e) Cost worksheets; and
- f) All other attachments incorporated in the Contract by reference.

12. PACKING AND SHIPMENT:

- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) Show the number of the container and the total number of containers in the shipment; and
 - ii) The number of the container in which the packing sheet has been enclosed. Include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- b) All shipments by the Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR

EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the

shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, the Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. DELIVERY: The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at the Contractor's expense or utilize any other rights available to the State at law or in equity.

15. SUBSTITUTIONS: Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

16. INSPECTION, ACCEPTANCE AND REJECTION: Unless otherwise specified in the Statement of Work:

- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance System or other similar business practices related to performance of the Contract.
- b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
- c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- f) Unless otherwise specified in the Statement of Work, title to Equipment shall remain with the Contractor and

assigns, if any, until such time as successful acceptance testing has been achieved. Title to a special feature installed on a Machine and for which only a single installation charge was paid shall pass to the State at no additional charge, together with title to the Machine on which it was installed.

17. SAMPLES:

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at the Contractor's expense.

18. WARRANTY:

- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon Acceptance of all Deliverables or services required upon completion of this Contract and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that it's Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) [DELETED]
- c) Unless otherwise specified in the Statement of Work:
 - a. The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
 - b. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises
 - i. directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or
 - c. on products other than as specified by the Contractor, or (C) misuse by the State.
 - d. Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.
- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of

- a. Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive
- b. remedy and the Contractor's sole obligation will be limited to:
- c. re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation
- d. an infringing Deliverable) or service; or
- e. should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on the Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

20. INSURANCE: The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall 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 certificate(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.

21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature or the federal government. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) In addition to subsection a), payment pursuant to this Contract, whether in whole or in part, is subject to and contingent upon the continuing availability of federal and State funds for the purposes hereof. If such funds, or any part thereof, become unavailable, other than for non-appropriation, as reasonably determined by the State, or if the funds the State relied upon to establish or continue this Contract are withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on such funding, the State in addition to its other remedies may proceed with any of the following alone or in conjunction:

- a. issue a Stop Work order for this Contract or the portion affected thereby;
- b. issue a Work Authorization to the extent the State determines is necessary; or
- c. five (5) days after providing notice, terminate this Contract, in whole or in part, under subsection a) above and make payment to Contractor as provided in subsection a) above as a Termination for Non-Appropriation of Funds.
- c) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
- d) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO THE CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
 - (i) The Contract price for Deliverables or services accepted or retained by the State and not

previously paid for, adjusted for any savings on freight and other charges; and

(ii) The total of:

- A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
- B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
- C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii) Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than five (5) days, unless the Statement of Work calls for a different period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
 - (i) completed Deliverables,
 - (ii) partially completed Deliverables, and,
 - (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials,

the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. FORCE MAJEURE: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) **[DELETED]**
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

26. LIMITATION OF LIABILITY:

- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price"

will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.

- b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations" (ii) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that the Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that the Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. INDEMNIFICATION: The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are

involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION: No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without

prior written approval of the Department of General Services.

36. DOCUMENTATION:

- a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State to provide for optimal user experience in its use of the Equipment or Software provided hereunder. The Contractor shall provide such Documentation throughout the term of the Contract on an ongoing and iterative basis. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
- b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on the Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation.

37. RIGHTS IN WORK PRODUCT:

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the property of the State, with the intention of providing an open-source license chosen by the State. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") that are not a functional part of any Deliverable do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.
- c) Notwithstanding anything to the contrary in this Contract, the federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, any software, modifications, and documentation provided by the Contractor hereunder.
- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
- e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. SOFTWARE LICENSE: The Contractor shall use open source software wherever possible for all Software required for the

development or use of Deliverables. The Contractor shall obtain written approval from the State Project Director or designee for all Software proposed by the Contractor prior to its use for performance under this Contract. Contract award to Contractor shall constitute initial approval of any Software proposed; provided, however, that the Contractor shall obtain final written approval, through the Change Request process, from the State Project Director or designee of any change to proposed Software after Contract award, prior to its use for performance under this Contract.

The Contractor shall provide license information for all Software utilized by Contractor for performance under this Contract. The Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a prepaid, perpetual, irrevocable, royalty-free, non-exclusive, license to use all Software to be provided by the Contractor to the State pursuant to this Contract. The Contractor shall execute a written agreement naming the State as licensee memorializing the terms of this license in a form acceptable to the State.

If any technical specification or documentation of the above-described Software provides implementation guidance, the Contractor shall comply with that guidance. If implementation guidance is not available, for any open source software, the Contractor shall attach or include the license within the work itself (e.g. code comments at the beginning of a file or contained in a license file within a software repository).

The Contractor shall develop all Custom Software written pursuant to this Contract in the open from the first Calendar Day of Development.

- a) The State may use the Software in the conduct of its own business, and any division thereof

b) [DELETED]

c) [DELETED]

- d) Approval of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:

- a) The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
- b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

40. [DELETED]

41. FUTURE RELEASES: Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the

list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

42. [DELETED]

43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- (i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - (ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back

such Deliverables and refund any sums the State has paid the Contractor less any reasonable amount for use or damage.

- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- (i) The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,
 - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
 - (iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
 - (iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

44. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the management-level designee of the State. If the management-level designee of the State fails to render a final decision within fifteen (15) days after receipt of the Contractor's request for a final decision, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction, or with the Victims Compensation Government Claims Board, to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) [DELETED]
- e) The date of decision in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

- (i) Cancel the Stop Work Order; or
- (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

46. EXAMINATION AND AUDIT: The Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

47. TIME IS OF THE ESSENCE:

Time is of the essence in this Contract.

[Original 47. DELETED]

48 PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

49. [DELETED]

50. NONDISCRIMINATION CLAUSE:

- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and

harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and

Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

52. ASSIGNMENT OF ANTITRUST ACTIONS:

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - (i) the assignee has not been injured thereby, or
 - (ii) the assignee declines to file a court action for the cause of action.

53. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor

certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

54. [DELETED]**55. SWEATFREE CODE OF CONDUCT:**

- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b) The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

56. RECYCLED CONTENT REQUIREMENTS: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) Section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

57. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8

(commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

58. AMERICANS WITH DISABILITIES ACT: The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

59. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

60. [DELETED]

61. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.

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

63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a) If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b) If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

64. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).)