**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. Within the OSI is the Child Welfare Digital Services (CWDS) which is a collaboration of California State and local government agencies that supports its customers through technology to assure the safety, permanency, and well-being of children at risk of abuse, neglect, or exploitation. For more information on the CWDS effort, please refer to the CWDS website: <https://cwds.ca.gov/>. The OSI is inviting you to review and respond to this **CWDS** Request for Offer (RFO).

**OSI RFO #: 32204 – Addendum 4**

**Child Welfare Digital Services – Technology Platform Services**

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) agreementthat includes the required labor categories to extend and enhance the Child Welfare Services – New System (CWS-NS) Technology Platform 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, and subject to disqualification.**

An agreement resulting from this RFO (Agreement) shall not exceed $800,000 for its core term and $6,000,000 with the six (6) optional periods.

**CONTACT INFORMATION**

Office of Systems Integration - Acquisition and Contracting Services Division

Procurement Official: Albert De León

Phone: (916) 263-4285, E-mail address: [albert.deleon@state.ca.gov](mailto:albert.deleon@state.ca.gov)

**RFO SUBMITTAL ADDRESS:**

2535 Capitol Oaks Drive, Suite 120, Sacramento, CA 95833

**KEY ACTION DATES & TIMES**

|  |  |
| --- | --- |
| **RFO Release Date:** | **February 8, 2017** |
| **Written Questions Due Date & Time:**  *(Send questions via email to* [*solicitations@OSI.ca.gov*](mailto:solicitations@OSI.ca.gov) *and reference RFO # 32204 in the subject line.)* | **February 23, 2017 by 5:00 p.m.** |
| **Written Answers Release Date:** | **March 8, 2017** |
| **RFO Response Must be Received by Due Date & Time:** *(Responses must be complete and received no later than the designated Due Date & Time.)* | **May 19, 2017 by 2:00 p.m.** |
| **Anticipated Term Dates:** | **July 25, 2017 through October 16, 2017** |

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

**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 to extend and enhance the Child Welfare Services-New System (CWS-NS) Technology Platform and provide data access services to legacy and new data stores, common business services (e.g., business rules, workflow), and information exchange interfaces to customer facing Digital Services.

The CWS-NS solution 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.

1. **PROJECT BACKGROUND**

The Child Welfare Services (CWS) program is the primary prevention and intervention resource for child abuse and neglect in California. California is dedicated to providing a continuum of programs and services aimed at safeguarding the well-being of children and families in ways that strengthen and preserve families, encourage personal responsibility, and foster independence. The overall objective of the CWS program is that every child in California lives in a safe, stable, permanent home, nurtured by healthy families and strong communities. The CWS work does not occur in an office but rather in the community, homes, schools, hospitals, foster homes, and community centers.

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 the CWS-NS, a new technology platform and set of Digital Services.

Through a coordinated system of oversight the California Department of Social Services (CDSS), with its Community Care Licensing Division (CCLD), 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.

**Child Welfare Services/Case Management System Legacy System**

In order to effectively protect California’s at-risk children and preserve families, the State requires a multi-agency, collaborative service approach supported by a comprehensive case management system. The current CWS/CMS is a legislatively mandated statewide application implemented in 1997 based on the CWS business needs and practices at that time. The system was originally developed to meet the needs of users to assure the safety, permanency and well-being of children at risk of abuse, neglect or exploitation. It is used by each of the 58 county child welfare and probation agencies, Title IV-E tribes, and the State of California.

The CWS/CMS is a 20-year-old system with usability, maintenance, and data accuracy issues. The CWS/CMS does not fully support child welfare practices and is no longer an economical, efficient, or effective automated tool to support the delivery of child welfare services.

As illustrated in Figure 1 – High-Level CWS/CMS System Architecture, CWS/CMS runs on two IBM mainframes in a sysplex at the California Department of Technology (CDT) Office of Technology Services (OTech) Gold Camp data center facility. The DB2 database interacts with an application layer written primarily in COBOL. The business logic, including data validation, exists both at the application layer and at the VB6 thick client. Currently, there are approximately 200+ business rules at the application layer.



Figure 1 – High-Level CWS/CMS System Architecture

**Child Welfare Services-New System Vision**

The 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. Business function automation will be modernized one Digital Service at a time, with modernization including replacing and extending existing functionality. The CWS-NS will use open standards, commodity open source components and tools when they are available. All new source code will be made open and reusable and published with an appropriate license. Where open standards or open source components are unavailable, the State will consider proprietary standards against the tradeoff of a long-term open, maintainable system that the State can direct and control. The State and Federal government will own the products produced and intend to provide an open source license to the products created or modified as part of this RFO.

As illustrated in Figure 2 – CWS-NS High-Level System Architecture below, the CWS-NS Project will implement business functionality via Digital Services and a modern technology platform that encapsulates the CWS/CMS and Licensing Information System (LIS)/Field Automation System (FAS) business logic. This approach will allow the project to incrementally develop and deploy Digital Services, while leveraging the existing CWS/CMS and LIS/FAS databases, causing as little disruption as possible to end users. This will allow fast and easy access to legacy data, while allowing developers to leverage open source software and Agile Development methods to modernize the services provided by the CWS-NS solution. Another benefit of this approach is that it provides an excellent opportunity to refresh outdated workflows, update functionality and unite disparate systems.



Figure 2 – CWS-NS High-Level System Architecture

**Intake Vision**

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 CWS 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 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.

**Case Management Vision**

The Case Management (CM) Digital Service will provide state and county caseworkers, supervisors, staff, and managers with a simple and efficient tool for maintaining a case record in a variety of situations including community-based or voluntary services, court supervised in home services, and family reunification services.

The CM Digital Service will contain comprehensive identification, information, and documentation of the family strengths and needs, case planning, court information, child health and education, services, out of home care, independent living with permanent family connections, extended foster care, adoptions, and justifications for case closure. It will include the ability to provide ongoing oversight at varying levels to regularly determine that children are healthy and safe and document case worker compliance with federal, State and local requirements as well as best social work practices. Additionally, it will allow the tracking and monitoring of key elements that will facilitate supervisory oversight, child and family services reviews, and the ability to quickly and efficiently monitor any approaching deadlines and milestones that require social worker action. Finally, it will support data elements critical for child welfare outcomes and foster care statistics as well as other State and Federal reporting requirements.

**Technology Platform Vision**

The Technology Platform architecture, as illustrated in Figure 5 – CWS-NS Conceptual Architecture, will be based on a collection of RESTful Application Program Interfaces (APIs) supporting common business and data access services for expansion of future Digital Services and system scalability. Common business services are the primary interaction point between the Technology Platform and the full range Digital Services (e.g., Case Management) and provide common business-level services (e.g., authentication and data validation) that will be shared across Digital Services. Data access services provide the functions necessary to integrate with the existing legacy systems (e.g., CWS/CMS), the new CWS-NS data store and interface partners.



Figure 5 – CWS-NS Conceptual Architecture

The State will utilize multiple scrum teams to support the Technology Platform. The Technology Platform will initially be supported by a dedicated scrum team made up of vendor and State resources. The first Technology Platform scrum team will establish the CWDS Technology Platform development framework, standards used, software development methods and guidelines, and system administration practices that will be leveraged by this Technology Platform team. The Vendor for this Agreement will be responsible for extending the Technology Platform and delivering new and enhanced common business and data access services for one or more Digital Services (e.g., Case Management). The first Digital Service to be supported by this Agreement will be CM.

High-level objectives for this Agreement include the following:

* Use agile software development techniques iteratively to deliver Digital Services over time that meet CWS and children’s residential licensing requirements;
* Extend the data access services to leverage CWS/CMS databases and utilize the new PostgreSQL relational database to capture new data elements;
* Extend and update the Technology Platform using RESTful JavaScript Object Notation (JSON) and Extensible Markup Language (XML) data exchange formats that enable the CWS-NS to securely access data;
* Extend and update existing common business services and develop and implement new common business and data access services; and
* Develop and implement new information exchange interfaces.

1. **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 and may result in rejection**.

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.

1. The CWDS Project Glossary, located in Attachment II-D, provides a list of terms and their definitions used in this RFO.
2. 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 [CWDSProcurements@osi.ca.gov](mailto:CWDSProcurements@osi.ca.gov). For information on accessing the Bidders’ Library, refer to the Attachment II-Q CWS-NS Bidders’ Library Access 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.

1. Bidders must complete and submit Attachment II-R – Bidders’ Library Access Authorization Form, to access the CWS-NS Bidders’ Library.

**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 | Pass/Fail |
| Technical Assessment Criteria consists of the following components: | |
| Staff Resume Table (Attachment II-C) | Pass/Fail |
| Staff Reference Form (Attachment II-E) | Pass/Fail |
| Understanding and Approach (Attachment II-F) | 400 Points |
| CMAS/General Services Administration Classification Qualifications  (Attachment II-G) | Pass/Fail |
| Cost Assessment Criteria: | |
| Cost Worksheet (Attachment II-L) | 200 Points |
| Interview (OPTIONAL) | 400 Points |
| **Total Possible Points** | **1,000 Points** |

**ADMINISTRATIVE ASSESSMENT CRITERIA:**

1. **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 ineligible to achieve Agreement award.

**TECHNICAL ASSESSMENT CRITERIA:**

1. **Staff Resume Table Assessment – Attachment II-C**

Mandatory Qualifications (MQs): The Assessment Team will assess Attachment II-C, Staff Resume Table, to determine if the proposed staff meets all of the MQs either individually or collectively for the specified Contractor Roles, depending on whether it includes only one (1) person or more than one (1) person for the role which they are being proposed, as identified in Section III, SOW, and in Staff Resume Table – Attachment II-C. The descriptions of the projects must be detailed and comprehensive enough to permit the Assessment Team to validate all claimed experience meets the MQs. The Assessment Team may contact any of the references identified in Attachment II-C to validate the claimed experience. Any experience provided that does not include the appropriate contact information will not be evaluated and therefore will not be counted towards the MQs listed.

MQs 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 ineligible to achieve Agreement award.

1. **Staff Reference Form Assessment – Attachment II-E**

The Vendor must submit two (2) Attachment II-E forms for each proposed staff that validate the candidate’s ability to perform the responsibilities identified in Attachment II-C, Staff Resume Table, Section 1, “Staff Role Responsibilities,” for the role which they are proposed. The reference must be a client or former supervisor. The reference must not be current staff or a subcontractor of the proposing firm. The Assessment Team may contact references in Attachment II-E to verify the information provided.

The Assessment Team will evaluate each proposed staff’s past performance using the scores identified in Attachment II-E on a Pass/Fail basis. The determination of a pass or a fail will be determined as follows:

A maximum score of 100 points is possible per reference form. Any reference question left blank will result in a score of zero for that reference question. Each proposed staff must receive a minimum of 65 percent of the total possible points on each reference form to receive a passing score. Any reference below 65 percent will result in a failing score. If one (1) or more of a Vendor's proposed staff receives a failing score (Fail), that Vendor's Response will be deemed **non-responsive** and ineligible to achieve Agreement award.

1. **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 |

* + 1. 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)
    2. 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:

|  |  |  |  |
| --- | --- | --- | --- |
| Vendor’s Score (A) | % (C) | X 400 (D) | = Vendor’s Understanding and Approach Score (E) |
| Highest Understanding and Approach Score (B) |

1. **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) to extend and enhance the CWS-NS Technology Platform 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 ineligible to achieve Agreement award.

**COST ASSESSMENT CRITERIA:**

1. **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:

|  |  |  |
| --- | --- | --- |
| Lowest Response Cost | X 200 | = Vendor’s Cost Score |
| Vendor’s Cost |

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 X 200 = 166 |
| Response B | $415,000 | $415,000/$415,000 = 1.0 (100%) | 1.0 X 200 = 200 |

1. **INTERVIEWS (OPTIONAL):**

The State may interview up to 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 400 points** will be awarded for the interview component.

The following rules will apply to interviews:

1. The State requires all 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. The Vendor must receive an average rating value of at least five (5) in the interview assessment to receive a numeric score. If the Vendor fails to meet this minimum threshold of at least five (5), this will result in a failing score (Fail) and that Vendor's Response will be deemed **non-responsive** and ineligible to achieve Agreement award.
5. Each interview question will be weighted equally.
6. 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 question. 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 |

1. The Vendor with the highest total interview score will receive a maximum of 400 points. For all other responses, the Vendor’s average rating value (D) will be divided by the highest Vendor average rating value to calculate the rating factor (E).
2. This rating factor is multiplied by the maximum possible interview points to calculate the Vendor’s interview score (F). ***The following Interview Assessment Table is an example only.***

| **Bidder** | **Interviewed Staff** | **A** | | | **B** | **C** | **D** | **E** | **F** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Question 1** | **Question**  **2** | **Question 3** | **Vendor Total Rating Value**  B = Sum (A) | **Total Maximum Rating Value**  C = An x 10 | **Vendor Average Rating Value**  D = B / C | **Rating Factor**  (Vendor’s Average Rating Value / Highest Vendor Average Rating Value) | **Vendor Interview Score**  F = E x 400 |
| A | Interviewee #1 | 10 | 10 | 5 | 59 | 100 | 5.9 | 5.9/6.3 = 0.94 (94%) | 0.94 x 400 = 376 |
| Interviewee #2 | 5 | 3 | 5 |
| Interviewee #3 | 3 | 5 |  |
| B | Interviewee #1 | 5 | 10 | 10 | 63 | 100 | 6.3 | 6.3/6.3 = 1.0 (100%) | 1.0 x 400 = 400 |
| Interviewee #2 | 5 | 10 | 5 |
| Interviewee #3 | 5 | 5 |  |
| C | Interviewee #1 | 5 | 3 | 5 | 47 | 100 | 4.7 | Fail  D < 5 | Fail |
| Interviewee #2 | 5 | 5 | 3 |
| Interviewee #3 | 10 | 5 |  |

SECTION II – REQUEST FOR OFFER – ADMINISTRATIVE AND TECHNICAL REQUIREMENTS

1. **GENERAL requirements**

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

* 1. 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.
  2. 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.
  3. 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.
  4. 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.
  5. 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.
  6. Irrevocable Offer: A Vendor’s final offer in response to this RFO #32204 shall constitute a firm offer, which shall remain irrevocable for not less than ninety (90) days following the scheduled date for Contract award. 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 #32204 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 #32204.
  7. Bidders are advised that deviations from the State approved General Provisions may be grounds for rejection of the offer.
  8. Bidders are advised that the contract awarded as a result of this solicitation shall automatically include the *CWS-NS General Provisions* – *Information Technology, Attachment III-E.*

1. **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. The Vendors can submit all IAS documents electronically to the Procurement Official.

RESPONSE REQUIREMENTS

Vendors must submit four (4) 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:

1. **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.

1. **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.

1. **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.
* With the Attachment II-C, Staff Resume Table submitted separately in MS Word.
* And the Microsoft Excel Cost Worksheet, Attachment II-L, as a separate file.

1. **Staff Resume Table, Attachment II-C**
2. **Mandatory Qualifications**: The Vendor must complete the Staff Resume Table, Attachment II-C, for each proposed mandatory and mandatory optional staff. Proposed staff must individually or collectively meet all the MQs identified under the specific role, depending on whether it includes only one (1) person or more than one (1) person for that 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. No more than nine (9) individuals shall be proposed for the nine (9) identified roles.

1. **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 duration[[1]](#footnote-2) 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.

1. **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.
2. **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.

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

Instructions for completing the Staff Reference Form:

Step 1 - The Vendor completes the name and proposed role fields at the top of page

Step 2 - The Vendor completes Table 1 – Reference’s Information

Step 3 - The Vendor attaches Attachment II-C, Staff Resume Table, Section 1 “Staff Roles and Responsibilities” and Section 2 “Staff MQs” for the staff member proposed to each reference;

Step 4 - The reference completes Table 2, Columns 1 and 2, by marking “yes” or “no” and providing an explanation if needed;

Step 5 - The reference completes Table 3, Column 2, by utilizing the points described in Table 4;

Step 6- The reference completes Column 2 in Table 3 by adding up all the ratings and entering the total in “TOTAL POINTS FOR ALL STATEMENTS”.

Step 7 - The reference must complete the bottom of page 3: printed name and company name; signature; and the date; and

Step 8 - 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.

1. **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.

1. **CMAS/GSA Classification Qualifications, Attachment II-G**

The Vendor must complete the CMAS/GSA Classification Qualifications, Attachment II-G, 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 CMAS/GSA Classification.**

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

1. **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).

1. **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](http://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.

1. **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.

1. **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](http://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).*

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

The Vendor is required to complete the Cost Worksheet. The Vendor must validate that the number of hours and the hourly rates are calculated correctly.

1. **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 a 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:
2. **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.

1. **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.
2. **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.
3. **Workers’ Compensation Insurance**:
   * 1. 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;
     2. 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
     3. 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.
4. **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.

1. **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).

1. **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>.

1. **Technology Platform Tech Stack, Attachment II-S**

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

1. **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:

* 1. **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>.

* 1. **The OSI Acceptable Use Security Policy Certification (Upon Award), Attachment III-C**

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, Attachment III-C.

* 1. **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) business 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:

Attachment II-B\* Information and Offer Certification Sheet

Electronic Media Include an Electronic Copy of the Response

Three (3) Records: (1- Complete Response file, 1-Cost Worksheet file, and 1- Attachment II-C, Staff Resume Table in MS Word file )

Attachment II-C Staff Resume Table(s)

Attachment II-E Staff Reference Form(s)

Attachment II-F Understanding and Approach

Attachment II-G CMAS/GSA Classification Qualifications

(Attach any required degree(s) and/or certification(s))

Attachment II-H\* CMAS/GSA Agreement

(Allsupplements and attachments including job classification, experience requirements, education requirements, and hourly rates must be included in RFO Response.)

Attachment II-I\* Bidder Declaration, GSPD-05-105

(Attach any SB/DVBE certifications)

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.)

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.)

Attachment II-LCost Worksheet

Attachment II-M\* Certificate of Insurance

(Current certificate of insurance for Commercial General Liability, Professional Liability, Automobile Liability, Workers' Compensation Insurance. Please note: the certificate of insurance does not need to name the State as an additional insured at the time of Response submission.)

Attachment II-N\* Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Attachment II-O\*Iran Contracting Act Certification

Attachment II-P\*Payee Data Record, STD. 204

4 - Hard CopiesFour (4) - 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**  **(Person Named above)** | | | | | 7. Date | | | |
| *(Signature of Person Named Above)* | | | | |  | | | |
| 8. Is your firm certified with the DGS, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as: | | | | | | | | |
| a. SB  Yes  No  If yes, enter certification number: | | | b. DVBE  Yes  No  If yes, enter certification number: | | | | | |
|  |  |  |  |  | | | |  |
| **NOTE**: A copy of your certification should be included if the above item(s) are checked **“Yes”**. | | | | | | | | |
| Date application was submitted to OSDS, if an application is pending: | | | | | | |  | |

1. 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.)
2. 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:

1. “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.”
2. “I (we) hereby certify this is a firm and irrevocable offer for ninety (90) days and agree to execute an agreement, if awarded.”
3. “I (we) hereby certify our ability and willingness to perform the services as described in the RFO.”
4. "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 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**  Company Name, Project Name, Number of System Users, 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 two (2) years of demonstrated experience using Microsoft Office (2007) or later developing technical specifications.* | *a.* | | *Company Name:* | *Company ABC* | *a.* | *Role:*  *Consultant* | *a.* | *Contact Name:* | *Jane Jones* |
| *Project Name:* | *XYZ IT Project* | *Company Name:* | *Company ABC* |
| *Number of System Users:* | *10,000* | *Description of relevant experience:*  *As a consultant, Mr. Smith developed and wrote technical specifications for the Statement of Work for RFP 123 using Microsoft Office 2010* | *Phone Number:* | *(916) 654-1234* |
| *Time Period:* | *01/01/2011 - 12/31/2011* | *Email:* | *jjones@ABC.ca.gov* |
| *Percentage of Time:* | *100%* |
| *b.* | | *Company Name:* | *DEF* | *b.* | *Role:*  *Consultant* | *b.* | *Contact Name:* | *Bob Brown* |
| *Project Name:* | *QRS IT Project* | *Company Name:* | *Company XYZ* |
| *Number of System Users:* | *10,000* | *Description of relevant experience:*  *As a consultant, Mr. Smith served as the lead in developing technical specifications for the project RFP using Microsoft Office 2007* | *Phone Number:* | *(916) 454-3456* |
| *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:

1. Delivery Manager (Scrum Master)

The Contractor shall provide a Delivery 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 Delivery Manager will serve as the Scrum Master and shall ensure the Platform Development team achieves its goals on behalf of delivering Platform. The Delivery Manager (Scrum Master) shall work to resolve or remove impediments for the Platform Development team, help manage the team's relationships with outside stakeholders, facilitate team continuous improvement, and coordinate solution implementation and delivery with other Delivery Managers on the CWS-NS Release train. The Delivery 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 Delivery Manager shall be the primary interface with the CWDS Contract Manager and shall attend status meetings and ad hoc meetings with stakeholders as required.

1. Lead Backend Web Developer

The Contractor shall provide a Lead Backend Web Developer 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 Lead Backend Web Developer will be primarily responsible for the architecture and design of the subsystems within the Platform Team’s purview, subject to approval by the Service Manager. The Lead Backend Web Developer is responsible for choosing the direction of the Platform Team to execute the Service Manager’s vision and goals, and to deliver working software at the end of a sprint. The Lead Backend Web Developer also helps develop product roadmaps, backlogs, and measurable success criteria, and writing user stories (i.e., can establish a path to delivery for breaking down stories).

1. Backend Web Developer Team

The Contractor shall provide a Backend Web Developer Team that consists of 5 members 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 Backend Web Developer Team shall be comprised of a cross-functional development team that develops and test backend web services for the API that conforms to the CWDS API standards, including with regard to server-side processing, data storage, and integration with frontend development.

1. DevOps Engineer

The Contractor shall provide a DevOps Engineer 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 DevOps Engineer shall provide support in the following areas: continuous integration, continuous deployment, automated testing, scripting of server configuration, and repeatable process automation. The DevOps Engineer shall also provide operating system administration support.

1. DB2 Database Administrator (Backend Web Developer)

The Contractor shall propose and cost in its offer a DB2 Database Administrator (DBA) (Backend Web Developer) 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 Role. The State has the sole option to include these services in the resulting Agreement. The DB2 DBA shall provide technical leadership and operational expertise at the decision-making level for the implementation, architecture, design, ongoing support and maintenance of DB2 databases and related software tools. The DB2 DBA shall design, develop, and maintain data models utilizing data modeling and code generation tools (e.g., Erwin Data Modeler). The DB2 DBA shall perform System Administration, which includes database security, configuration, troubleshooting, performance monitoring, and tuning to address performance issues and improve response times.

* + - 1. **Staff MQs**



| **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 experience managing and delivering on at least two (2) agile software projects or platform(s) that are similar in scope to this RFO. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | |
| 2 | The Delivery Manager (Scrum Master) shall have at least three (3) years of FTE of management experience delivering complex digital projects in an agile environment. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: |  |
| Project Name: | | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | |
| 3 | The Delivery Manager (Scrum Master) shall have at least three (3) years of FTE experience serving as a client’s direct point of contact. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: |  |
| Project Name: | | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | |
| 4 | The Delivery Manager (Scrum Master) shall hold a certification related to Scrum (e.g., Certified ScrumMaster® [CSM]). | | a. | Company Name: |  | a. | Role: | a. | Contact Name: |  |
| Project Name: | | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | |

| **Vendor Name:** | |  | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Proposed Staff’s Name:** | |  | | | | | | | | |
| **Role:** | | Lead Backend 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 Backend Web Developer shall have at least two (2) years of FTE experience leading the development of at least two (2) projects that are similar in scope to this RFO. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | |
| 2 | The Lead Backend Web Developer shall have at least three (3) years of FTE experience developing and deploying backend web applications in an agile environment. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: |  |
| Project Name: | | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | |
| 3 | The Lead Backend Web Developer shall have at least two (2) years of FTE experience in each of the following:   1. Developing web applications using Java; 2. Writing the back-ends of modern open-source web applications; 3. Developing and consuming web-based, RESTful APIs; 4. Writing web applications using a test-driven deployment approach; 5. Developing and executing automated unit, integration, and acceptance tests; and 6. Developing backend web applications that integrate with relational and non-relational database systems. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
|  |  | Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | |

| **Vendor Name:** | |  | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Proposed Staff’s Name:** | |  | | | | | | | | |
| **Role:** | | Backend Web Developer 1 | | | | | | | | |
| **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 Backend Web Developer shall have at least two (2) years of FTE experience with delivery of complex digital projects in an agile environment. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: |  |
| Project Name: | | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | |
| 2 | Each Backend Web Developer shall have at least two (2) years of FTE experience in at least one of the following, and between all team members each of the following must be covered:   1. Developing web applications using Java; 2. Writing the back-ends of modern open-source web applications; 3. Developing and consuming web-based, RESTful APIs; 4. Writing web applications using a test-driven deployment; 5. Developing and executing automated unit, integration, and acceptance tests; 6. Configuring and executing load and performance testing; 7. Configuring and integrating enterprise user authentication tools; 8. Developing backend web applications that integrate with relational and non-relational database systems; 9. Handling large data sets and scaling their storage; and 10. Developing backend web applications that use scalable search technology. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: |  |
| Project Name: | | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | |

| **Vendor Name:** | |  | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Proposed Staff’s Name:** | |  | | | | | | | | |
| **Role:** | | Backend Web Developer 2 | | | | | | | | |
| **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 Backend Web Developer shall have at least two (2) years of FTE experience with delivery of complex digital projects in an agile environment. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: |  |
| Project Name: | |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  |  | Email: |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | |
| 2 | Each Backend Web Developer shall have at least two (2) years of FTE experience in at least one of the following, and between all team members each of the following must be covered:   1. Developing web applications using Java; 2. Writing the back-ends of modern open-source web applications; 3. Developing and consuming web-based, RESTful APIs; 4. Writing web applications using a test-driven deployment; 5. Developing and executing automated unit, integration, and acceptance tests; 6. Configuring and executing load and performance testing; 7. Configuring and integrating enterprise user authentication tools; 8. Developing backend web applications that integrate with relational and non-relational database systems; 9. Handling large data sets and scaling their storage; and 10. Developing backend web applications that use scalable search technology. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: |  |
| Project Name: | |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  |  | Email: |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | |

| **Vendor Name:** | |  | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Proposed Staff’s Name:** | |  | | | | | | | | | |
| **Role:** | | Backend Web Developer 3 | | | | | | | | | |
| **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 Backend Web Developer shall have at least two (2) years of FTE experience with delivery of complex digital projects in an agile environment. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: | |  |
| Project Name: |  | Company Name: | |  |
| Description of relevant experience: | Phone Number: | |  |
| Time Period: |  | Email: | |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: | |  |
| Project Name: | |  |  |  | Company Name: |  | |
| Description of relevant experience: | Phone Number: |  | |
| Time Period: |  |  |  |  | Email: | |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | | |
| 2 | Each Backend Web Developer shall have at least two (2) years of FTE experience in at least one of the following, and between all team members each of the following must be covered:   1. Developing web applications using Java; 2. Writing the back-ends of modern open-source web applications; 3. Developing and consuming web-based, RESTful APIs; 4. Writing web applications using a test-driven deployment; 5. Developing and executing automated unit, integration, and acceptance testing; 6. Configuring and executing load and performance testing; 7. Configuring and integrating enterprise user authentication tools; 8. Developing backend web applications that integrate with relational and non-relational database systems; 9. Handling large data sets and scaling their storage; and 10. Developing backend web applications that use scalable search technology. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: | |  |
| Project Name: |  | Company Name: | |  |
| Description of relevant experience: | Phone Number: | |  |
| Time Period: |  | Email: | |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: | |  |
| Project Name: | |  |  |  | Company Name: |  | |
| Description of relevant experience: | Phone Number: |  | |
| Time Period: |  |  |  |  | Email: | |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | | |

| **Vendor Name:** | |  | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Proposed Staff’s Name:** | |  | | | | | | | | | |
| **Role:** | | Backend Web Developer 4 | | | | | | | | | |
| **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 Backend Web Developer shall have at least two (2) years of FTE experience with delivery of complex digital projects in an agile environment. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: | |  |
| Project Name: |  | Company Name: | |  |
| Description of relevant experience: | Phone Number: | |  |
| Time Period: |  | Email: | |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: | |  |
| Project Name: | |  |  |  | Company Name: |  | |
| Description of relevant experience: | Phone Number: |  | |
| Time Period: |  |  |  |  | Email: | |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | | |
| 2 | Each Backend Web Developer shall have at least two (2) years of FTE experience in at least one of the following, and between all team members each of the following must be covered:   1. Developing web applications using Java; 2. Writing the back-ends of modern open-source web applications; 3. Developing and consuming web-based, RESTful APIs; 4. Writing web applications using a test-driven deployment; 5. Developing and executing automated unit, integration, and acceptance tests; 6. Configuring and executing load and performance testing; 7. Configuring and integrating enterprise user authentication tools; 8. Developing backend web applications that integrate with relational and non-relational database systems; 9. Handling large data sets and scaling their storage; and 10. Developing backend web applications that use scalable search technology. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: | |  |
| Project Name: |  | Company Name: | |  |
| Description of relevant experience: | Phone Number: | |  |
| Time Period: |  | Email: | |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: | |  |
| Project Name: | |  |  |  | Company Name: |  | |
| Description of relevant experience: | Phone Number: |  | |
| Time Period: |  |  |  |  | Email: | |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | | |

| **Vendor Name:** | |  | | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Proposed Staff’s Name:** | |  | | | | | | | | | | |
| **Role:** | | Backend Web Developer 5 | | | | | | | | | | |
| **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 Backend Web Developer shall have at least two (2) years of FTE experience with delivery of complex digital projects in an agile environment. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: | |  | |
| Project Name: |  | Company Name: | |  | |
| Description of relevant experience: | Phone Number: | |  | |
| Time Period: |  | Email: | |  | |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: | |  | |
| Project Name: | |  |  |  | Company Name: |  | |
| Description of relevant experience: | Phone Number: |  | |
| Time Period: |  |  |  |  | Email: | |  | |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | | | |
| 2 | Each Backend Web Developer shall have at least two (2) years of FTE experience in at least one of the following, and between all team members each of the following must be covered:   1. Developing web applications using Java; 2. Writing the back-ends of modern open-source web applications; 3. Developing and consuming web-based, RESTful APIs; 4. Writing web applications using a test-driven deployment; 5. Developing and executing automated unit, integration, and acceptance tests; 6. Configuring and executing load and performance testing; 7. Configuring and integrating enterprise user authentication tools; 8. Developing backend web applications that integrate with relational and non-relational database systems; 9. Handling large data sets and scaling their storage; and 10. Developing backend web applications that use scalable search technology. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: | |  | |
| Project Name: |  | Company Name: | |  | |
| Description of relevant experience: | Phone Number: | |  | |
| Time Period: |  | Email: | |  | |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: | |  | |
| Project Name: | |  |  |  | Company Name: |  | |
| Description of relevant experience: | Phone Number: |  | |
| Time Period: |  |  |  |  | Email: | |  | |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | | | |

| **Vendor Name:** | |  | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Proposed Staff’s Name:** | |  | | | | | | | | |
| **Role:** | | DevOps Engineer | | | | | | | | |
| **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 DevOps Engineer shall have experience as a DevOps Engineer in at least two (2) Digital Service developments similar in scope to the Bidder’s proposed solution. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | |
| 2 | The DevOps Engineer(s) shall have at least two (2) years of FTE experience with the implementation and delivery of complex digital projects in an agile environment. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: |  |
| Project Name: | | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | |
| 3 | The DevOps Engineer shall have at least one (1) year of FTE experience with each of the following:   * + - * 1. Developing and implementing Server configuration scripting;         2. Implementing Configuration management tools (e.g., Ansible);         3. Implementing Continuous deployment tools (e.g., Docker);         4. Implementing Continuous integration tools (e.g., Jenkins); and         5. Implementing Modern continuous monitoring tools. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: |  |
| Project Name: | | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | |

| **Vendor Name:** | |  | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Proposed Staff’s Name:** | |  | | | | | | | | |
| **Role:** | | DB2 Database Administrator (Backend 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 DB2 Database Administrator (Backend Web Developer) shall have at least five (5) years of FTE experience as a Database Administrator responsible for the following:   1. DB2 database administration, DB2 database configuration, DB2 data replication, DB2 utilities, DB2 resource monitoring; 2. DB2 z/OS static and dynamic SQL; and 3. DB2 z/OS database backup, recovery, performance tuning, configuration and design. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| ***Total Duration:*** | | | | | | | |
| 2 | The DB2 Database Administrator (Backend Web Developer) shall have at least one (1) year of DB2 database administration experience with DB2 v 9.1 or greater on z/OS. | | a. | Company Name: |  | a. | Role: | a. | Contact Name: |  |
| Project Name: |  | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| b. | Company Name: |  | b. | Role: | b. | Contact Name: |  |
| Project Name: | | Company Name: |  |
| Description of relevant experience: | Phone Number: |  |
| Time Period: |  | Email: |  |
| Percentage of Time: |  |
| ***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.

* + - 1. **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 Delivery Manager to have at least three (3) years of Full-Time Equivalent experience (FTE) managing and delivering on at least two (2) agile software projects or platform(s) that are similar in scope to this RFO. 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.

| **Contractor Role** | **MQ**  **1** | **MQ 1a** | **MQ 1b** | **MQ 1c** | **MQ 2** | **MQ**  **2a** | **MQ**  **2b** | **MQ**  **2c** | **MQ**  **2d** | **MQ**  **2e** | **MQ**  **2f** | **MQ**  **2g** | **MQ**  **2h** | **MQ**  **2i** | **MQ**  **2j** | **MQ**  **3** | **MQ**  **3a** | **MQ**  **3b** | **MQ**  **3c** | **MQ**  **3d** | **MQ**  **3e** | **MQ**  **3f** | **MQ**  **4** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Delivery Manager (Scrum Master)** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Lead Backend Web Developer** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Backend Web Developer 1** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Backend Web Developer 2** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Backend Web Developer 3** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Backend Web Developer 4** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Backend Web Developer 5** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **DevOps Engineer** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **DB2 Database Administrator**  **(Backend Web Developer)** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**ATTACHMENT II-D**

**PROJECT GLOSSARY**

The CWDS Project Glossary located on the CWDS website:  <http://ca-cwds.github.io/stakeholder-resources/> provides a list of terms and their definitions used in all CWDS procurements. The definitions provided in the Project Glossary are in addition to the definitions provided in the CWS-NS General Provisions attached to the solicitation documents. Terms ending with an asterisk (\*) are defined in the CWS-NS General Provisions - Information Technology, Section 1.

The highlighted terms represent the definitions that were revised, added or removed from the previous version of the Project Glossary. The CWS-NS Project makes no representation that every term that was revised, added or removed will be highlighted. Bidders are advised to review the entire Project Glossary to obtain the most updated version of the definitions.

The State may update the Project Glossary at any **time through the duration of the procurement.**  An addendum to the procurement may be issued (but is not required) to update the Project Glossary. Therefore, it is the Bidder’s responsibility to check the Project Glossary for updates. Bidders must direct any questions concerning the Project Glossary to the Procurement Official provided in the solicitation documents.

|  |  |
| --- | --- |
| **Term** | **Definition** |
| 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. See also, CWS-NS General Provisions, Paragraph 16. Inspection, Acceptance and Rejection.** |
| Acceptance, Accepted | Notice from the State\* to the Contractor\* that a Deliverable\* or service has satisfied the Acceptance Criteria for that Deliverable\* or service. See also, **CWS-NS General Provisions, Paragraph 16. Inspection, Acceptance and Rejection.** |
| Accusation | A legal pleading regarding a facility issue that is served on an individual or corporation to initiate an administrative action. |
| Active Directory (AD) | A directory service that Microsoft developed for Windows domain networks and is included in most Windows Server operating systems as a set of processes and services. |
| Ad-hoc Testing | Testing that is carried out without following specific test scenarios or scripts, to access the viability of a Product. |
| Administration for Children and Families (ACF) | A division of the U.S. Department of Health and Human Services, responsible for federal programs which promote the economic and social well-being of families, children, individuals, and communities. |
| Administration for Children, Youth and Families (ACYF) | An office of the ACF within the U.S the Department of Health and Human Services. ACYF is the federal sponsor for Child Welfare Services (CWS) and the Statewide Automated Child Welfare Information Systems (SACWIS) program. |
| Administrative Action (AA) | A legal action initiated by CDSS against an applicant, licensee, or an individual or entity which is certified or approved. Examples include license revocations, initial license application denials, temporary suspension orders, and exclusions. |
| Administrative Requirement | A procedural or informational requirement a Bidder must meet for its proposal to be considered “compliant,” some of which are also binding subsequent to contract award. |
| Administrator | In the context of CALS, the licensee, or the adult designated by the licensee to act in his/her behalf in the overall management of the facility. |
| Adoption Agencies | A CDSS adoptions regional or field office places the child for adoption. The birth parent's parental rights are terminated either by court order or by the filing of a relinquishment. The adoption agency becomes legally responsible for the care, custody and control of the child. The agency studies and approves adoptive applicants before placing a child in their home for adoption, then supervises the placement for six or more months before the court approves the adoption. |
| Adoption and Foster Care Analysis and Reporting System (AFCARS) | The collection of case-level information on all children in foster care for whom state child welfare agencies have placement, care, and supervisory responsibility, and on children who are adopted under the auspices of the state’s adoption program. AFCARS also includes information on foster and adoptive parents. |
| Adoption Assistance Payments (AAP) | Payment assistance to adoptive families. |
| Adoption Home Study | A written report containing the findings of the social worker who has met on several occasions with adoptive applicants, and investigated the health, medical, criminal, family and home background of all parties. |
| Adoption Services | Services that may include recruitment of potential adoptive parents, financial assistance to adoptive parents to assist in the support of special needs children, and direct relinquishment and independent adoption. |
| Adoptive Placement | Formal signing of adoptive placement papers by family with the intention of legal finalization of adoption. |
| AdoptUSKids | A multi-faceted, federally funded project whose mission is to raise public awareness about the need for families for children in foster care, and assist States, Territories and Tribes to recruit and retain foster and adoptive families and connect them with children. |
| Adult | In the context of Resource Family, a person who is 18 years old or older. Exceptions include an individual aged 18-19 who meet the requirements of WIC 11403, or an individual aged 18-22 determined to be "child with special health care needs" and continues to be provided with care and supervision by a caregiver in the home. |
| Agency of Jurisdiction | In the context of certification, approval, or licensing of homes or facilities, the governmental agency responsible for licensing, approving, or certifying that a unique set of facilities or homes meets the legal requirements to be licensed, certified , or approved. |
| Agile | An umbrella term used for a group of related approaches to software development based on iterative and incremental development that aligns product delivery with customer needs. |
| Agile Development Pre-Qualified (ADPQ) Vendor Pool | A pool of up to 15 vendors established by the California Health and Human Services Agency (CHHSA) who will provide user-centered design and agile software development services, based upon their submission of: a functioning prototype, working source code, and a narrative description of the technical approach used to create the prototype. |
| 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 Software Development is an alternative to traditional phase-driven “Waterfall” development method. 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\*. |
| Aid Code | A two character code, developed by the State of California to facilitate the administration of Medi-Cal, describes the level of benefit to which a recipient is eligible. An Aid Code also determines what the provider may claim under Medi-Cal regulations. |
| Aid to Families with Dependent Children (AFDC) | Congress created the Aid to Families with Dependent Children (AFDC) public assistance program in the 1930’s as part of the Social Security Act (Title IV-A). AFDC was replaced by TANF (Temporary Aid to Needy Families) in the 1996 Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA). |
| Alert | System generated information that results from system use or pertains to their role, position, and/or user group. |
| Allegation | A report provided to law enforcement or a child welfare agencies that describes Child Abuse.  In the context of CALS, information which asserts or indicates that a facility or home may not have met or may not be meeting the requirements of one or more of the written directives or any applicable laws and/or regulations. |
| Alleged Perpetrator | ​An individual named in a referral who is suspected to have caused or knowingly allowed the maltreatment of a child. |
| Alpha | The second of the four Digital Service stages used to report point in time status of each digital service (e.g., Intake). The objective of this stage is to build one or more prototypes based on research from the Discovery Phase. The outputs of this stage include, but are not limited to, the following: prototype(s), risks, and the Minimum Viable Product for each digital service's Core County Group or Core Constituent Group.​ |
| Android | Android is a smartphone operating system (OS) developed by Google. |
| Appeal | ​In the context of Certification Approval and Licensing Services the due process right and/or the formal request for a change to a licensing, certification, or approval decision. |
| Applicant | In the context of CALS, 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(s) | Software developed to support a business need. It refers to all Custom Software\* and Commercial Software\* used to provide business functionality, not including operating systems or office automation software. |
| Application Architecture | A classification of applications and the set of rules that govern how the applications will interoperate, distribute functionality, and share information across an organization. It will normally be based on the business process data model and will provide a framework that defines the structure and design of the functional components of the business systems and their interrelationship with each other. |
| 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. |
| Approver(s) | An individual responsible for officially agreeing or consenting to CW Workers plan of action related to Child Welfare Services and court activity. |
| Archetype | See Persona |
| Architecture | A formal description of a computer System\* or Application’s design, components, and how the components fit and work together to fulfill a specific purpose. The Architecture may include required functional activity descriptions, the System\* elements needed to perform the functions, and the expected System\* element performance levels. The Architecture may also include information on the technologies, interfaces, and location of functions and is considered an evolving description of the approach to build the desired System or Application. |
| Archive | A collection of historical documents or records providing information about a case, place, institution, facility or group of people. |
| As-Is | An “as is” business process defines the current state of the business process in an organization. Compared to the To-Be state to conduct gap analysis. |
| 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 pass background clearance or exemption 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. |
| Attribute(s) | A specific piece of information or data defined as part of a discreet set of information. For example, street number, street name, city, and phone number are each attributes of the “Address” set of information. |
| Attribute-Based Access Control (ABAC) | An access control method where User requests to perform operations on Resources are granted or denied based on assigned Attributes of the User, assigned attributes of the Resource, environment conditions, and a set of policies that are specified in terms of those Attributes and conditions. |
| Audit trail | A chronological set of logs and records used to provide evidence of a system's performance or personnel activity that took place on the system, and used to detect and identify intruders. |
| Authentication | Any process by which a system verifies the identity of a User who wishes to access it. Since access control is normally based on the identity of the User who requests access to a resource, Authentication is essential to effective security. |
| Authorization | The process of granting or denying access to a network resource, which allows the user access to various resources based on the user's identity. |
| Benefits | Financial assistance or payment programs which require certain elements of eligibility to acquire and maintain the payments. |
| Best Practice | Best practice in child welfare, refers to evidence-based child welfare practice which involves identifying, assessing, and implementing strategies that are supported by scientific research as being effective in improving outcomes for children and families. |
| Beta | The third of the four Digital Service development stages used to report point-in-time status of each digital service (e.g., Intake).  The objective of this stage is to train and implement the Minimum Viable Product for Core Counties or Core Constituent Groups, and develop, test, and implement multiple releases to other organizations. The outputs of this stage include, but are not limited to, the following: Core Counties or Core Constituents Groups trained and implemented on the initial Minimum Viable Product release and other organizations trained and implemented on subsequent releases. |
| Binary Large Object (BLOB) | A collection of binary data stored as a single entity in a database management system. Also known as basic large object, Binary blob or BLOB. Refer also to unstructured data. |
| Bureau of Indian Affairs (BIA) | An agency of the federal government of the United States within the U.S. Department of the Interior. The BIA’s mission is to enhance the quality of life, to promote economic opportunity, and to carry out the responsibility to protect and improve the trust assets of American Indians, Indian tribes and Alaska Natives. |
| Business Activity Monitoring | Software that aids in monitoring of business activities, as those activities are implemented in computer systems. A business activity can either be a business process that is orchestrated by business process management (BPM) software, or a business process that is a series of activities spanning multiple systems and applications. Business Activity Monitoring is an enterprise solution primarily intended to provide a real-time summary of business activities to operations managers and upper management. |
| Business Intelligence (BI) | A set of techniques and tools for the transformation of raw data into meaningful and useful information for Child Welfare Services-New System (CWS-NS) Project business analysis purposes. The techniques and tools allow for easy interpretation of CWS-NS Project data for effective reporting, analysis and to make timely decisions based on historical, current and predictive views of business operations. |
| Business Objects (BO) | A business representation of an organization's data that helps end users access data autonomously using common business terms. Business Objects isolates business users from the technical details of the databases where source data is stored. |
| Business Objects Universe | A Business Objects Universe is a semantic layer that maps complex data into business areas (e.g., case, referrals) with elements that use descriptive business terms known across the organization. |
| Business Process Model and Notation (BPMN) | Data modeling applicable to software engineering utilizing the process of creating a data model for an information system by applying formal data modeling techniques and graphical representation for specifying business processes in a business process model. |
| Business Process Package (BPP) | Each Business Process Package contains high-level workflows and operational scenario narrative descriptions that describe an aspect of California’s current statewide Child Welfare Services practices. |
| Business Rules | Rules that govern the flow and function of the Application and enforce customer business policies and procedures navigation through the Application and data access. |
| Business Rules Extract | The process of extracting essential intellectual business logic in the form of business rules from packaged or legacy software applications, and stating them in natural or formal language. |
| Buy/Build Approach | The concept of purchasing a pre-built, off-the-shelf solution, which is delivered through the web and custom build of additional functionality in support of specific business requirements not addressed in the pre-built solution. |
| CalFresh | The CalFresh Program, federally known as the Supplemental Nutrition Assistance Program (SNAP), issues monthly electronic benefits that can be used to buy most foods at many markets and food stores. |
| California Department of Technology (CDT) | Refer to Appendix A Contract, General Provisions Item 1: Definitions |
| California Enterprise Architecture Framework (CEAF) | An enterprise architecture framework designed to guide the development and use of comparable enterprise architectures within and across state agencies so that the resulting EA deliverables enable mission success with a lower total cost of ownership, faster time to delivery, and reduced duplication. It also promotes cross-agency initiatives (CAIs) for shared development of common business processes, business and technical services, and shared platforms. |
| California Health and Human Services (CHHS) Agency | A California government agency that oversees departments and offices that provide a wide range of services in the areas of health care, mental health, public health, alcohol and drug treatment, income assistance, social services and assistance to people with disabilities. |
| California Immunization Registry (CAIR) | The CDPH Gateway CAIR IZ Portal is the central point of contact for providers who wish to submit immunization data electronically to any of the seven CDPH CAIR regional registries. |
| California Longitudinal Pupil Achievement Data System (CALPADS) | A CDE longitudinal data system used to maintain individual-level data including student demographics, course data, discipline, assessments, staff assignments, and other data for state and federal reporting. |
| California Relay Service (CRS) | A telecommunications relay service, which provides full telephone accessibility to people who are deaf, hard of hearing or speech disabled. |
| California Sex and Arson Registry (CSAR) | California's mandated repository for sex and arson registration information used by law enforcement agencies (LEAs) to register sex and arson offenders pursuant to California Penal Code (PC) sections 290 and 457.1.​ |
| CalWORKs Information Network (CalWIN) | CalWIN consists of 18 counties that represent approximately 38 percent of the state's welfare caseload. CalWIN is also the name of the system used by the CalWIN consortium. |
| Capacity | ​The number of children and/or non-minor dependents for whom a facility or home may provide care and supervision. |
| Capacity Management | Ensures that the capacity of IT services and the IT infrastructure is able to deliver the agreed service level targets in a cost effective and timely manner. |
| caregiver | ​In the context of CALS, 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. |
| Caregiver Background Check Bureau (CBCB) | The CCLD Bureau that reviews and renders decisions on criminal record exemption requests, active arrest reports, and child abuse central index check name matches for individuals associated with State licensed facilities. |
| Caregiver Background Check System (CBC) | A comprehensive workflow system for background check decisions. |
| Case | A client record for a child or non-minor dependent receiving court ordered or voluntary services. |
| Case Plan | A document which is developed based upon an assessment of the circumstances which required child welfare services intervention, and in which the child welfare worker identifies a case plan goal for each identified participant. The case plan identifies the specific services to be provided to meet the participant’s documented needs, as well as the objectives to be achieved and case management activities to be provided by the CWS agency (CDSS Manual of Policies and Procedures 31-002). |
| Case Record | An electronic and/or written record for each child receiving child welfare services including, but not limited to, the emergency response protocol. The case record contains all of the documentation requirements specified by the Division 31 regulations, and includes court documents maintained by the child welfare services agency, as defined in Rule 5.552 of the California Rules of Court (CDSS Manual Policies and Procedures Division 31). |
| Cashiering and Centralized Licensing Fee (CLF) system | A system that supports the Community Care Licensing Division (CCLD) and is accessed through the Licensing Information System (LIS).  It displays facility profiles and transaction history, contains accounting functions including check processing, and generates a Report of Collection. The CLF uses ADABAS for data storage and interfaces with an e-Payment portal via daily batch process. |
| CASS-certified | Coding Accuracy Support System. CASS certification is offered to all mailers, service bureaus, and software vendors that would like the USPS to evaluate the quality of their address-matching software and improve the accuracy of their ZIP+4, carrier route, and five-digit coding. |
| Catchment Area | The geographical area served by an institution that can be defined by region, county, or within county borders (e.g., according to zip codes or other city boundaries). |
| Certification, Approval, and Licensing Services (CALS) | A CWS-NS Digital Service supporting the Certification, Approval, and Licensing of homes and facilities. |
| Certified Family Home (CFH) | A family residence certified by a licensed foster family agency and issued a certificate of approval by that agency as meeting licensing standards, and used only by that foster family agency for placement. Foster Family Agencies have the certification authority for Certified Family Homes. |
| Change of Location | ​When an existing licensed, certified, or approved facility or home changes location (i.e., address), the new facility or home is inspected to ensure that Title 22 regulations or Resource Family Approval written directives are met before a new or updated license, certification, or approval is issued. |
| Child Abduction Response Processor (CARP) | An application maintained by the California DOJ for the CACI (Child Abuse Central Index) check to verify if an applicant, suspect or any other subject has been involved in any child abuse incident(s). The subject’s information is checked against the CARP database and appropriate response is sent to the requesting agency. |
| Child Abuse | See Child Abuse definition in California Welfare and Institutions Code section 300 and California Penal Code sections 11164 -11165.6. |
| Child Abuse Central Index (CACI) | A California DOJ-maintained statewide, multi-jurisdictional, centralized database registry of child abuse investigation reports concerning child abuse in California. Information collected includes: names and descriptors of the suspects and victims, the agency that investigated the allegations, name or case number assigned to the case, type of abuse investigated, and Investigator findings. |
| Child Protective Services (CPS) | An official county agency having the responsibility to receive and respond to allegations of suspected child abuse and neglect, determine the validity of the allegations, and provide services to protect and serve children and their families. |
| 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 Digital Services (CWDS) | CWDS is a collaboration of California state and local government agencies that supports our customers through technology to assure 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. In the context of the CWS – New System (CWS-NS) Project, CWDS is developing a new technology platform and set of digital services that will be rolled out and trained incrementally over the next few years. |
| Child Welfare Services (CWS) | Public social services directed toward protecting and promoting the welfare of children as defined by Welfare and Institutions Code Section 16501(a). |
| Child Welfare Services/Case Management System (CWS/CMS) | The current Child Welfare Services/Case Management System (CWS/CMS) is a legislatively mandated statewide application implemented in 1997 based on the CWS business needs and practices at that time. The system was originally developed to meet the needs of users to assure the safety, permanency and well-being of children at risk of abuse, neglect or exploitation. It is used by each of the 58 county child welfare and probation agencies, Title IV-E tribes, and the State of California. |
| Child Welfare Services/Case Management System (CWS/CMS) Architecture | The new System intended to replace the Legacy Child Welfare Services/Case Management System (CWS/CMS), inclusive of hardware, software, and data that work together to achieve the overall objective to provide child Welfare Services in the State of California. |
| Children and Family Services Review (CFSR) | One of the self-evaluation reviews performed by state and county governments. Their submission enables the Children's Bureau to ensure conformity with Federal child welfare requirements, to gauge the experiences of children, youth, and families receiving State child welfare services, and to assist States as they enhance their capacity to help families achieve positive outcomes. |
| Children’s Research Center (CRC) | A division of the National Council on Crime and Delinquency (NCCD) that provides the Safe Measures Service and Structured Decision Making. In the current CWS/CMS, the Safe Measures data mart is loaded via twice-weekly feeds from the child welfare database. The purpose of the daily extract is to provide to CRC data they can use to generate the Structured Decision Making application that many social workers and other county staff use to provide services and care to children. |
| Children’s Residential Program (CR) | The program within CCLD that licenses homes and facilities that provide 24-hour care and supervision to children. |
| Civil Penalty | A fine assessed by the Licensing Agency against the licensee or unlicensed operator of a facility for failure to comply with applicable laws and regulations. |
| Client | The identified children receiving Child Welfare Services and any person associated with that child who is also identified. |
| Client and Service Information (CSI) System | Collects client-level service utilization data about California's county mental health programs. |
| Client Death Reporting | Internal application is used to record client deaths that occur in a State licensed facility. |
| Client Index Number (CIN) | The primary key of California’s Tracking Recipients Across California (TRAC) system. The number is supplied from the data created in the Statewide Client Index (SCI). |
| Coexistent County | A designation of a county that has chosen to operate CWS/CMS in a shared LAN, open systems environment. Coexistent counties may connect other county systems to CWS/CMS and may install other county applications on CWS/CMS workstations. Coexistent counties share responsibility for problem resolution, configuration management and other local operation and maintenance services with the PMO. A county that has chosen to operate CWS/CMS in a coexistent environment. In terms of local support, CDSS is treated as a coexistent county, referred to as county #59 in CWS/CMS. Coexistent counties agreed to use the CWS/CMS client presentation suite of applications, but they still retain the responsibility for the maintenance of related operating hardware used by the CWS/CMS application network infrastructure. |
| Collateral | Individuals or agencies with information that can assist the CW Worker in understanding the nature and extent of the alleged child abuse/neglect and in assessing the risk to, and safety of, the children. Collateral contacts include professionals working with the children or parents that have regular contact with the family (e.g., neighbors, teachers, parole officers, physicians, Department of Social Services, Tribes, Regional Centers, therapists, hospitals, and probation departments). |
| Communication | In the context of Intake, a contact that includes a request for information or an assertion received by a county employee via county access channel (e.g., telephone call to hotline, fax, written report, or in-person report) intended to receive suspected child abuse or neglect.  Questions, requests for services and other communications not involving allegations of suspected child abuse or neglect are addressed by the county but do not result in the creation of a referral. |
| Community Treatment Facilities | A residential facility that provides mental health treatment services to children in a group setting which has the capacity to provide secure containment. The facility's program components shall be subject to program standards developed and enforced by the State Department of Mental Health, pursuant to Section 4094 of the Welfare and Institutions Code. |
| Complaint | One or more allegations made that a resource family, licensed facility, or certified home is in violation of requirements for approval or licensure. |
| Comprehensive Assessment Tool (CAT) | Evidence-based tools developed in California by Sphere Institute that provide critical decision making support for social work practice which involves data collection strategies that support safety and risk assessment. |
| Conceptual Data Model (CDM) | High-level conceptual models created as part of the initial requirements envisioning efforts and used to explore the high-level static business structures and concepts. |
| Concurrent Planning | An innovative foster care case management approach that is employed by caseworkers and other child welfare staff members, where they pursue the primary goal of family reunification, while at the same time, developing an alternative permanency plan for the child. This alternate plan will often include adoption as the major alternative to family reunification. If the family reunification efforts fail, then the alternate plan will already be in place and well on its way to completion. Concurrent planning is intended to reduce the total period of time a child will remain in foster care before being permanently placed with a family (CDSS Manual of Policies and Procedures). |
| Confidential Discussion | Frank and open discussions held between two or more parties with respect to a potential and mutually beneficial business relationship. |
| Confidentiality | Prevents unauthorized disclosure of information and seeks to prevent unauthorized read access to data. Data must only be accessible to users who have the clearance, formal access approval, and the need to know. |
| Configuration Management (Project Management) | ​In the context of project management, the detailed recording and updating of information that describes an enterprise's hardware and software. Such information typically includes the versions and updates that have been applied to installed software packages and the locations and network addresses of hardware devices. |
| Configuration Management (Software Development) | In the context of software development using open source tools, a process of automating the replication of a server image from a script, using tools such as Chef, Puppet, Salt, or Ansible. |
| Consortium IV (of SAWS) (C-IV) | C-IV consists of 39 counties that represent over 27 percent of the state's welfare caseload. C-IV is also the name of the system used by the C-IV consortium. |
| Contact | Documentation to memorialize service and communication with a client and anyone affiliated with a client. Contacts may include in-person, written, or telephone or electronic 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. |
| 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. |
| Content Management System | A system used to manage the content of a website. Typically, a Content Management System consists of two elements: the content management application and the content delivery application. |
| Context-sensitive | A kind of online help that is obtained from a specific point in the state of the software, providing help for the situation that is associated with that state. Context-sensitive help, as opposed to general online help or online manuals, doesn't need to be accessible for reading as a whole. |
| Continuous Quality improvement (CQI) | An approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems. Focuses on "process" rather than the individual. Recognizes both internal and external customers. Promotes the need for objective data to analyze and improve processes. |
| Conversion | The process of migrating data from a Legacy System to the CWS-NS System\*. |
| Converted Data | Data that has been successfully converted by Contractor\* for processing by the CWS-NS System\* or any component thereof. |
| Core Constituent Group | A group comprised of the CALS Core County Group and representatives of CCLD who support the CALS team from their remote locations on activities such as user research, user testing, and who prepare and support the digital service implementation at their respective offices. |
| Core County Group | A group of Core Counties selected to engage in Digital Service teams. These counties are typically a representation of small, medium, and large counties from all California regions and may also have a variation of performance measurements. The core group represents the interests of all counties for that Digital Service, from the start of work through implementation of that Digital Service.  This will include participation in all ongoing development and operations after implementation. |
| Core Team Members | The resources who will conduct User Acceptance Testing with the Service Manager, and provide expert guidance and support for technical and business decisions. These resources will execute and update User Stories and escalate any issues. |
| Corporate Taxonomy | The hierarchical classification of entities of interest of an enterprise, organization or administration, used to classify documents, digital assets and other information. Taxonomies can cover virtually any type of physical or conceptual entities (products, processes, knowledge fields, human groups, etc.) at any level of granularity. |
| Corrective Action Plan | The detailed written required by the State\* at no cost to the State\* to correct or resolve a Deficiency or breach by Contractor\* or event causing the assessment of a liquidated damage against Contractor\*. |
| County Access to Data (CAD) | The current CWS/CMS data warehouse/reporting service provided for State and county agencies. The County Access to Data (CAD) system uses Business Objects software to develop reports and access the data warehouse which is refreshed daily. |
| County Welfare Directors Association (CWDA) | A non-profit association representing the human service directors from each of California’s 58 counties. The CWDA's mission is to promote a human services system that encourages self-sufficiency of families and communities, and protects vulnerable children and adults from abuse and neglect. |
| Crisis Nurseries | A facility licensed by CDSS pursuant to Section 1516 of the Health and Safety Code to provide short-term, 24-hour non-medical residential care and supervision for children under six years of age, who are placed by a parent or legal guardian due to a family crisis or stressful situation, for no more than 30 days. |
| 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. |
| Cross-Site Request Forgery (CSRF) | A type of malicious exploit of a website where unauthorized commands are transmitted from a user that the website trusts. Also known as one-click attack or session riding. |
| Cutover | The event when all converted Data is migrated to or input into the CWS-NS System\*, CWS Operations are moved from one contractor to the Contractor, System Acceptance has been given, and the State has decided to start operations with the System. |
| Child Welfare Services/Case Management System (CWS/CMS) Application | All software used to implement the CWS/CMS requirements without regard to the level or tier of the CWS/CMS architecture hosting the CWS/CMS Application. |
| CWS/CMS Architecture | The technical resources, goods, and other components or configuration items required to successfully implement and operate the CWS/CMS application to meet its business objectives. |
| Dashboard | In information technology, a dashboard is a user interface that, somewhat resembling an automobile's dashboard, organizes and presents information in a way that is easy to read. |
| Data Access Services | A set of services within the Application Program Interface (API) layer that support create, read, update, delete (CRUD) functions with existing data stores (e.g., Child Welfare Services/Case Management System), new data stores (e.g., PostgreSQL), and integration partners. ​ |
| Data Center | A large group of networked computer servers typically used by organizations for the remote storage, processing, or distribution of large amounts of data. |
| Data Modeling | A software engineering process of creating a data model for an information system by applying formal data modeling techniques. |
| Data Quality Audit | The auditing of data to assess its quality or utility for a specific purpose. |
| Data Warehouse | A system where data is stored for archival, analysis, and security purposes, and that is the platform used to support business intelligence processes and facilitate analysis and reporting. |
| Database Administrator | A resource that provides technical leadership and operational expertise for the implementation, architecture, design, ongoing support and maintenance of databases and related software tools.   Designs, develops, and maintains data models utilizing data modeling and code generation tools. |
| DB2® | A family of database server products developed by IBM. |
| Decision and Order | The final CDSS decision after an administrative action is complete. |
| Dedicated County | The designation of a county that has chosen to operate CWS/CMS in a closed LAN, closed system environment. Dedicated counties may not connect other county systems to CWS/CMS and may not install any non-standard county applications on CWS/CMS workstations. Dedicated counties depend on the Project Management Office (PMO) for problem resolution, configuration management and most other local operation and maintenance services. Only with PMO approval and oversight may dedicated counties connect other county systems to CWS/CMS or install non-CWS/CMS applications or COTS software on CWS/CMS workstations. A county that has chosen to operate CWS/CMS in a dedicated environment. |
| 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 by the State to determine completeness and ensure quality standards are applied prior to Acceptance. |
| Delivery Manager | An Agile Development Pre-Qualified (ADPQ) vendor pool labor category that serves as the Scrum Master equivalent and ensures that the scrum team achieves its goals. The Delivery Manager shall work to resolve or remove impediments, help manage the team's relationships with outside stakeholders, facilitate continuous improvement of the team, and coordinate solution implementation and delivery with other Delivery Managers.     See also Scrum Master. |
| Design Spike | A design approach where the 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. |
| Development Team | A self-organizing, cross-functional team of people who collectively are responsible for all of the work necessary to produce working, validated solutions. |
| DevOps | An organizational practice that emphasizes the collaboration and communication of both software developers and other information technology professionals while automating the process of software delivery and infrastructure changes. It aims at establishing a culture and environment where building, testing, and releasing software can happen rapidly, frequently, and more reliably. |
| DevOps Engineer | An Agile Development Pre-Qualified (ADPQ) vendor pool labor category that provides support in the following areas: continuous integration, continuous deployment, automated testing, server configuration scripting, process automation, and operating system administration support. |
| 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 delivery of digital information (data or content) and transactional services (e.g., online forms, benefits applications) across a variety of platforms, devices, and delivery mechanisms (e.g., websites, mobile applications, and social media).  Digital services may be delivered to internal customers, external customers, or both. |
| Disaster Recovery | Recovery of one or more information systems at an alternative facility in response to a major hardware or software failure or destruction of facilities. |
| Discovery/Discovery Phase | ​The first of the four CWDS Digital Service development stages used to report point-in-time status of each Digital Service (e.g., Intake). The objective of this stage is to conduct user research and explore stakeholder needs (e.g., 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, and an initial set of user Personas.​ |
| Disposition | In the context of child welfare, a determination made by a social service agency that evidence is or is not sufficient under state law to conclude that maltreatment occurred.  A disposition is applied to each alleged maltreatment in a report and to the report itself. There are three identified outcomes: substantiated, inconclusive or unfounded. |
| DocTool | A custom-developed tool containing design information for the CWS/CMS. |
| Document Imaging | The online storage, retrieval, and management of electronic document images. The main method of capturing images is by scanning paper documents. Document imaging systems replace large paper-intensive operations. |
| Document Management System (DMS) | A system used to track, manage, and store documents. |
| 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 - Information Technology, Section 1.** |
| Elasticsearch | An open source, Java-based, RESTful search engine that provides a distributed, multitenant-capable full-text search engine with an HTTP web interface.  Schema-free JS​ON Elasticsearch documents support the search and index of structured, unstructured, and time-series data in diverse formats. |
| Elasticsearch Document | ​The top-level, or root object serialized into JSON and stored under a unique ID in a manner similar to a record within a relational database.  The original indexed JSON document is returned by default when getting or searching for a document. |
| Eligibility | The process of determining if someone qualifies to receive a specific service or access to a specific funding source. Eligibility identifies the funding source and the financial reimbursement level of a payment based on Federal and State criteria. |
| Eligibility System | A County or State consortium-based computer system that sends and receives Data over an Interface to the System. |
| Eligibility Worker/staff | Eligibility staff employed by the counties or tribes to provide a full range of services to determine if an individual or family qualifies for public assistance program(s) including eligibility and benefit levels (e.g., Title IV-E benefits) by verifying financial, personal and social information. |
| Emergency Response | A service component of the CWS program. Emergency response services consist of a response system providing in- person response, 24 hours a day, seven days a week, to reports of abuse, neglect, or exploitation, and to determine the necessity for providing initial intake services and crisis intervention to maintain the child safely in his or her own home or to protect the safety of the child. 10 calendar days (Welfare and Institutions Code Section 16501(f)). |
| 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 inquiries such as those regarding aid payments, Medi-Cal cards, etc. |
| End User | The ultimate User(s), including but not limited to, State\*, county, or federal employees as identified by the State\*, of a software program running on a computer system.  See also User. |
| Enterprise Architecture (EA) | Identifies the business processes that execute or support an organization’s mission and defines how information technology assets directly enable those processes. The purpose of EA is to optimize and transform the often fragmented processes, information, Application systems and technologies into an efficient and integrated environment supportive of the execution of business strategy. |
| Enterprise Content Management (ECM) | A tool set and a strategy to create, store, distribute, discover, archive, and manage unstructured content (such as scanned documents, email, reports, medical images and office documents), and ultimately analyze usage to enable organizations to deliver relevant content to users where and when they need it. It is a formalized means of organizing and storing an organization’s documents and other content that relates to the organization’s processes. |
| EntireX | A commercial implementation of Microsoft's Distributed Component Object Model (DCOM) technology by Software AG for the Windows, AIX, HP/UX, Solaris, Linux, AS/400, z/OS, z/VM, and BS2000/OSD platforms. |
| Evaluate Out | The response to a referral due to incomplete information or the information provided does not meet the criteria for an investigation. |
| Evaluator Manual | A self-contained resource for the application and enforcement of laws, policies and procedures. The intent of utilizing one reference source is to ensure statewide consistency in the administration of the licensing program. The Evaluator Manual is also used to train new employees of the Community Care Licensing Division's Regional Offices and the county offices that contract with the State to administer the Family Child Care Home and the Foster Family Home programs. |
| Evidence Based | Any strategy, practice or program built upon a foundation of scientific research, which may also include findings established through clinical studies of child welfare practitioners. |
| Exclusion Action | An administrative action seeking to exclude an individual from working in any CDSS-licensed facility or home. |
| 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.​ |
| Extended Foster Care (EFC) | Assembly Bill 12 was signed into law on September 30, 2010 and took effect on January 1, 2012. AB 12, and the subsequent AB 212, implement provisions of the Federal Fostering Connections to Success and Increasing Adoptions Act of 2008 (PL 110-351) to improve outcomes for youth in foster care. A provision of the Federal Fostering Connections to Success law permits states to extend title IV-E assistance to eligible child welfare or probation youth that remain in foster care up to age 21. California has opted to extend assistance up to the age of 19 in 2012, age 20 in 2013, and may go up to age 21, depending on additional money being appropriated by the Legislature in 2014. AB 12 affects many areas in child welfare such as, Kinship Guardianship Assistance Payment (Kin-GAP), Aid to Families with Dependent Children – Foster Care (AFDC-FC), the Transitional Housing Programs, and Adoption Assistance Payments (AAP). |
| Extensible Markup Language (XML) | A flexible way to create common information formats and share both the format and the data on the web. |
| External Systems | A software Application or Data repository that is utilized by the counties or State\* to provide functionality not available in Legacy Systems to support child welfare and licensing business practices. Can be a public or private system not necessarily owned by a county or the State\*. |
| Facility | Any community care facility operating under a valid, unexpired license. |
| Family Maintenance | A service component of the CWS Program. Family maintenance services are activities designed to provide in- home protective services to prevent or remedy neglect, abuse, or exploitation, for the purposes of preventing separation of children from their families (Welfare and Institutions Code Section 16501(g)). |
| Family of Origin | A group of people related by blood or marriage or a strong common bond. This includes a blended family unit composed of a married couple and their offspring including some from previous marriages. |
| Family Reunification | A Service component of the CWS Program. Family reunification services are activities designed to provide time-limited foster care services to address community risk factors and/or prevent or remedy neglect, abuse, or exploitation, when the child cannot safely remain at home, and needs temporary foster care, while services are provided to reunite the family (Welfare and Institutions Code Section 16501(i)). |
| Feature | A collection of User Stories or requirements of similar nature that together fulfill a stakeholder need. |
| Federal Financial Participation (FFP) | Title XlX Medi-caid program that allows states to receive partial reimbursement for activities that meet FFP objectives. |
| Federal Placement Case | Cases that originate from CJPS. |
| Field Automation System (FAS) | An IBM Notes-based system utilized by licensing staff to document facility inspections and investigations. |
| Final Order | A court order that concludes the court action. |
| Forecasting | The use of historic data to determine the direction of future trends. Forecasting is used by companies to determine how to allocate their budgets for an upcoming period of time. |
| Foster Adopt | A child placement in which birth parents' rights have not yet been severed by the Court or in which birth parents are appealing the Court's decision to terminate parental rights. The foster parents agree to adopt the child if or when parental rights are terminated. |
| Foster Care | The term used for a system in which a minor has been placed into a ward, group home, or private home of a state-certified caregiver referred to as a "foster parent." |
| Foster Family Agency / Agencies (FFA) | Agencies organized and operated on a non-profit basis that engage in recruiting, certifying, training and supporting foster parents and finding temporary or permanent placements for children who may require more intensive care. |
| Foster Family Agency Sub Office (FFA Sub Office) | Any additional office set up by a Foster Family Agency to supplement the services provided by the administrative office of the agency. |
| Foster Family Home (FFH) | Any residential facility providing 24-hour care for six or fewer foster children in the residence of the foster parent(s). The placement may be by a public or private child placement agency, court order, or voluntary placement by a parent, parents, or guardian. |
| Freeing Action | The point where all legal parental rights to a child have been addressed for each parent that has legal standing. Termination of parental rights may occur through court action or voluntary relinquishment. |
| Full Load Conversion Testing (FLC) | Testing that provides an opportunity to assess all aspects of a data conversion effort including data readiness (e.g., success of the data cleanup activities, completeness and interrelationships of data) and data transformation (e.g., how successfully data will convert into and interrelate within target data structures). The FLC tests will be conducted for each individual location or organization a few months prior to their scheduled implementation event.  The FLC is a consolidation of all of the location-specific data cleanup and conversion components (e.g., extract, transform, and load) after they have been developed and individually tested. |
| Genogram | A pictorial display of a person's family relationships and medical history. Also known as a McGoldrick-Gerson study, a Lapidus Schematic or a Family Diagram. |
| Geocode | ​The process of converting an address or location into geographic coordinates. |
| Geospatial | Relating to or denoting data that is associated with a particular location. |
| Geotagging | The process of adding geographical information to various media in the form of Metadata. |
| GitHub | A cloud service that programmers use to store their software projects, share them, and work on them collaboratively in teams. |
| Global Positioning System (GPS) | A radio navigation system that allows land, sea, and airborne users to determine their exact location, velocity, and time 24 hours a day, in all weather conditions, anywhere in the world. |
| Go-Live | Production implementation of the CWS-NS System\* |
| Group Home | Any facility of any capacity which provides 24-hour care and supervision to children in a structured environment, with such services provided at least in part by staff employed by the licensee. The care and supervision provided by a group home shall be nonmedical except as permitted by Welfare and Institutions code Section 17736(b). |
| Health Level-7 (HL7) | Refers to a set of international standards for transfer of clinical and administrative data between hospital information systems. These standards focus on the application layer, which is "layer 7." These standards define how information is packaged and communicated from one party to another, setting the language, structure, and data types required for seamless integration between systems. |
| High-level Objects (HLO) | Delivered business functionality that are cost drivers. Acceptable HLOs include pages, reports, and interfaces. |
| Home | A place of residence for a family or a residential facility providing 24-hour care and supervision to children. |
| Hotline | Dedicated emergency response reporting telephone numbers and the county child welfare agency infrastructure that supports the receipt of verbal, electronic and written communications regarding suspected child abuse, neglect or exploitation. |
| Hotline Contact | Information associated with the initial screening of either a static (e.g., email, fax, Suspected Child Abuse Report, voice mail) or interactive (e.g., telephone call, in person) communication with a child welfare agency.  Screening of the communication by an agency’s hotline or central receiving unit allows staff to determine how to route the communication (e.g., county staff, county services or whether a reported incident requires further assessment as to whether it is a possible instance of Child Abuse Neglect or Exploitation (CANE). |
| Identity and Access Management (idAM) | In computing, idAM describes the management of individual principals, their authentication, authorization, and privileges within or across system and enterprise boundaries with the goal of increasing security and productivity while decreasing cost, downtime, and repetitive tasks. |
| Impediment | Anything that keeps the team from getting work done and that slows velocity. |
| Implementation Organization | An organizational location in California where the CWS-NS System\* will be deployed. There are 60 Implementation Organizations: the State\* and the tribes each as one unit, and the 58 counties. Each Implementation Organization may consist of one or more office locations. |
| Incident (Security and ITIL) | Security: A violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices. An occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.  ITIL: An unplanned interruption to an IT service or reduction in the quality of an IT service. |
| Incremental Builds (IBs) | Part of the CWS-NS project’s solution development methodology that requires the Contractor\* to deliver incremental infrastructure and system functionality every 45 calendar days in the form of Software\* builds.  Each IB is immediately followed with a Quarterly Build until the end of the Software\* development phase. |
| Independent Living | Education and services that help youth transition successfully from foster care to independent living. Services range from basic living skills (e.g., employment, set up bank account, transitional housing) to career development skills. |
| Independent Living Program (ILP) | Defined in Section 477 of the Social Security Act as the program administered by counties with oversight by the Department to provide services and activities as described by a child’s Transitional Independent Living Plans (TILPs) to assist eligible children up to the day prior to their 21st birthday to prepare them to live independently upon leaving foster care (CDSS Manual of Policies and Procedures). |
| Indian Ancestry | Encompasses decent from both historic tribes as well as federally recognized tribes. When establishing descent from an Indian tribe for membership and enrollment purposes, the individual lineally descends from an ancestor who was a member of a federally recognized tribe from which the individual claims descent. Many tribes utilize blood quantum standards for membership and count documented Indian blood from all historic tribes. |
| Indian Child Welfare Act (ICWA) | In 1978, Congress passed the Indian Child Welfare Act (Public Law 95-608, November 8,1978) to: protect the best interests of Indian children promote the stability and security of Indian tribes and families by the establishment of minimum federal standards for the removal of Indian children from their families, and the placement of such children in foster or adoptive homes which will reflect the unique values of Indian culture provide assistance to Indian tribes in the operation of children and family service programs (25 United States Code Section (1902)). The Act sets forth jurisdictional provisions governing a tribe’s right to exercise authority over its tribal children; sets forth standards and procedures applicable to designated state court proceedings involving custody of Indian children; establishes rights and processes for adopted Indian child to access birth information necessary to establish tribal membership; and authorizes tribal services for Indian children. |
| Information Exchange Package (IEP) | A data exchange that represents the products and specifications used to facilitate the exchange of information between one or more information exchange partners. |
| Information Exchange Package Document (IEPD) | A description of specific information exchanged between a sender and a receiver. The Information Exchange Package is usually coupled with additional documentation, sample XML instances, business rules, and more to compose an IEPD. An IEPD is the final product of the National Information Exchange Model development process, also known as the IEPD Lifecycle. |
| Initiation of the Recovery | Initial start of an action to restore data files of an information system and computational capability after a system failure. |
| Inspection | In the context of CALS, an on-site evaluation of compliance with statute and regulations. |
| Install(ed) | Equipment\* that has been delivered to and made operational at the Site for which it was designated in accordance with the implementation plan and has been demonstrated by the Contractor\* as capable of performing according to the applicable functional requirements. |
| Intake | In the context of child welfare, the process in which the county agency receives information about abuse allegations and assesses whether or not to service as a CPS response. |
| Intake Digital Service Team | The CWDS Digital Service responsible for the development of Child Welfare Services Intake functionality of the CWS-NS System\*. |
| 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. |
| Integrity | Prevents unauthorized modification of information and seeks to prevent unauthorized write access to data. |
| Interface(s) | The Equipment\* and Software\* to be developed by the Contractor\* for transmitting data between the CWS-NS System\* and other computer systems. |
| Interoperability | The seamless implementation and integration of the various components of each module and across all Digital Services that together form the CWS-NS System\*. |
| Investigation | The process that Child Welfare and Licensing, Certification and Approval workers utilize to collect information related to allegations against the facility, home, or associated individual or adult. This information may be obtained through in-person contacts with the child, family, and collateral contacts with individuals who may have information about events related to allegations in a referral, incident, or complaint. |
| Investigations Branch | Separate investigative units comprised of trained peace officer investigators are assigned to the most serious complaint allegations. Investigators are located in offices statewide and provide services to all CCLD programs. |
| 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. |
| iOS | An operating system used for mobile devices manufactured by Apple, Inc. |
| JNET | One of the two automated interfaces between CWS/CMS and an external system (i.e., courts) used by San Bernardino County. |
| Joyful | In the context of user interface, a joyful user interface is a user interface that feels intuitive to use and focuses on the joy of doing versus accomplishment and task completion. |
| Juvenile Justice Information System (JJIS) | System maintained by San Bernardino County – Department of Public Social Services/Probation Department. |
| Katie A. | Provision to improve mental health and supportive services for children and youth in, or at imminent risk of placement in, foster care in California as a result of a class action suit on July 18, 2002, on violations of federal Medicaid laws, the American with Disabilities Act, Section 504 of the Rehabilitation Act and California Government Code Section 11135.  The Katie A. subclass is defined as children meeting criteria including: 1. Be under age 21 and have “full-scope” Medi-Cal eligibility; and 2. Meet medical necessity criteria (as specified in California Code of Regulations Title 9, Section 1830.205 or Section 1830.210). |
| Kinship Guardianship Assistance Payment Program (Kin-GAP) | The Kin-GAP Program, established by Senate Bill 1901 (Chapter 1055, Statutes of 1998), offers a subsidy to children who leave the juvenile court dependency system to live with a relative legal guardian. The subsidy is 100% of the basic foster care rate, based upon age, with no specialized care increment or clothing allowance. |
| Knowledge Management | The process of capturing current perspectives, ideas, experiences, and information to ensure that they are available when needed in the future to enable informed decisions and improve efficiency by reducing the need to rediscover knowledge. |
| Knowledge Transfer | A collaborative process of transferring information and experience from one individual to another by means of mentoring, training, documentation, and other collaboration. During the life of the project, knowledge transfer assists an organization to capture, retrieve, share, and utilize its collective knowledge through problem solving, dynamic learning, strategic planning, and decision making. |
| Learning Management System (LMS) | A software 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. Includes CALS, CWS/CMS, and FIS. |
| Legal Case Tracking System (LCTS) | An external system that tracks legal actions related to licensing issues. |
| Legal Guardian Home | A placement in which children, youths and non-minor dependents have been identified as the permanency plan of Legal Guardianship. |
| License | In the context of CALS, a basic permit to operate a facility.​ |
| Licensed, Certified, or Approved Home or Facility | In the context of CALS, 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 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. |
| Licensing Program Analyst (LPA) | Staff that perform technical work to license and evaluate community care facilities; respond to complaints, incident reports, and inquiries; and conduct investigations. |
| Limited Adverse Effect | The loss of confidentiality, integrity, or availability might: (i) cause a degradation in mission capability to an extent and duration that the organization is able to perform its primary functions, but the effectiveness of the functions is noticeably reduced; (ii) result in minor damage to organizational assets; (iii) result in minor financial loss; or (iv) result in minor harm to individuals. |
| Live | The fourth and final CWDS Digital Service stage used to report point-in-time status of each Digital Service (e.g., Intake). The objective of this stage is to implement a release that encompasses the full scope of the Digital Services including feature enhancements and new features, as required. The outputs of this stage include, but are not limited to, the following: all organizations trained and implemented on the Digital Service, and the Digital Service satisfies prioritized functionality. ​ |
| Live Scan | An inkless, electronic means of capturing fingerprints in a digitized format and submitting State of California and Federal Bureau of Investigation (FBI) fingerprint-based background checks. CCLD uses Live Scan to fingerprint Department employees and facility personnel within applicant and licensed facilities. Users are external applicants, external facility employees, external foster/adoptive parents, CCLD staff, and CCLD vendors. |
| Logical Data Model | A conceptual view of the domain entities, the relationship between those entities, and the key attributes for each of the identified entities. |
| Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) | LEADER consists of only Los Angeles County, which represents approximately 35 percent of the welfare caseload in the State of California. LEADER is also the name of the system used by the LEADER consortium. |
| Maintenance | In the context of traditional software and hardware maintenance, the activities undertaken for the purpose of modifying a system to perform Corrective Maintenance, Preventive Maintenance, Perfective Maintenance, Emergency Maintenance or Adaptive Maintenance.  In the context of DevOps, the tools, practices and ideas that support people maintaining a system including version control and configuration management, repeatable build and deployment processes, developer and operation staff collaboration to investigate and solve problems and building and sharing a culture of trust and transparency. |
| Major Release | A planned release that encompasses an agreed upon scope of modifications to the CWS-NS System\* applications and databases. Major production releases are typically scheduled on a quarterly, semi-annual, or annual basis. |
| 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. |
| Master Data Management (MDM) | The processes, governance, policies, standards, and tools that consistently define and manage the critical data of an organization to provide a single point of reference. In computing, a Master Data Management tool can be used to support Master Data Management by removing duplicates, standardizing data (mass maintaining), and incorporating rules to eliminate incorrect data from entering the system in order to create an authoritative source of master data. |
| Master Project Schedule | The high-level schedule which summarizes all the efforts required to implement the CWS-NS System\*. |
| Medi-CAL | The Medicaid program in California that provides health coverage to people with low-income and asset levels who meet certain eligibility requirements. |
| Metadata | A set of data that describes and gives information about other data. |
| Minimum Viable Product (MVP) | A set of Features for each Digital Service that represents functionality required to support a core set of business processes. |
| Minor Release | A release for CWS-NS System\* fixes (inclusive of all previous fixes and patches), CWS-NS System\* enhancements, and new functionality. |
| Mobile Application(s) | A computer program designed to run on smartphones, tablet computers, and other mobile devices. |
| Mobility | The ability for staff to work out of the office, using mobile devices and accompanying Mobile Applications to perform business tasks, either connected to the internet (on-line) or not (off-line). |
| Modular System | A design approach that subdivides a system into smaller parts called modules that can be independently created and then used in different systems. It can be characterized by functional partitioning into discrete, scalable, reusable modules and making use of industry standards for developing applications. |
| Multitenant | ​In the context of software, a software architecture in which a single instance of software runs on a server and serves multiple tenants (i.e., a group of users who share a common access with specific privileges to a software instance). |
| National Child Abuse and Neglect Data System (NCANDS) | A voluntary data collection system that gathers information from all 50 states, the District of Columbia, and Puerto Rico about reports of child abuse and neglect. |
| National Electronic Interstate Compact Enterprise (NEICE) | ​A web-based electronic case-processing system that supports the administration of the Interstate Compact on the Placement of Children (ICPC) by exchanging data and documents electronically across state jurisdictions.  NEICE is expected to significantly shorten the time it takes participating states to place children across state lines and to save mailing and copying costs by automating current processes. |
| National Human Services Interoperability Architecture (NHSIA) | A framework, developed by the Administration for Children and Families, to facilitate information sharing, improve service delivery, prevent fraud, and provide better outcomes for children and families. NHSIA offers a foundation for common interoperability, standards, and reuse. NHSIA is one of the national architectural frameworks adopted by the State\* for the CWS-NS project. |
| National Information Exchange Model (NIEM) | A community-driven, government-wide, standards-based approach to exchanging information. |
| National Youth in Transition Database (NYTD) | A data collection system that includes data elements and data collection requirements necessary to meet the mandate of Public Law 106-169 established the John H. Chafee Foster Care Independence Program (CFCIP). This system includes outcome measures used to assess States' performance in operating their independent living programs for youth in foster care. This reporting must be supported by CWS-NS. |
| Near Real-Time | Refers to the time delay introduced by automated data processing or network transmission between the occurrence of an event and the use of the processed data, such as for reporting, display, or feedback and control purposes. |
| No Longer Interested (NLI) | A notice that discontinues CDSS’ notification from DOJ of any individual’s subsequent arrests or convictions. |
| Non-Minor Dependent (NMD) | Foster youth that remain in foster care beyond the age of 18. |
| Non-persistent | A message that, if not saved to a Persistent store, is not available for transaction recovery in the event of a transaction failure (e.g., web transaction). |
| Non-Relative Extended Family Member (NREFM) | A “relative” is an individual related to a child by blood, marriage, or affinity. A “non-relative extended family member” (NREFM) is any adult caregiver that has an established familial relationship with a relative of a child or familial mentoring relationship with the child. |
| Notifications | A notification provided to all parties to the court action (e.g., clients, attorneys, and others entitled to receive notice). The notice must, at the minimum, advise the party of the hearing date, time, and location. |
| N-tiered | In software engineering, multi-tier architecture (often referred to as n-tier architecture) is a client–server architecture in which presentation, application processing, and data management functions are physically separated. |
| OASIS | A reference model for Service-oriented architecture (SOA) produced by OASIS, an IT industry standards body. |
| Office of Administrative Hearings (OAH) | The OAH conducts administrative hearings representing the department of CCL to determine where discipline of licensees regulated by the department is warranted. |
| Omnibus Budget Reconciliation Act of 1993 | The Omnibus Budget Reconciliation Act of 1993 encourages and enables each state to develop and establish, or expand, and to operate a program of family preservation services, community-based family support services, time-limited family reunification services, and adoption promotion and support services. |
| Online Analytical Processing (OLAP) | The technology behind many Business Intelligence applications. OLAP is a powerful technology for data discovery, including capabilities for limitless report viewing, complex analytical calculations, and predictive “what if” scenario (budget, forecast) planning. |
| Online Transition Processing (OLTP) | A class of information systems that facilitate and manage transaction-oriented Applications, typically for data entry and retrieval transaction processing. |
| Operations Architecture | Facilitates the ongoing support and management of information technology (IT) services infrastructure of an enterprise. The IT infrastructure of an enterprise will typically comprise many different systems and platforms, often in different geographic locations. Operations architecture ensures that these systems perform as expected by centrally unifying the control of operational procedures and automating the execution of operational tasks. It also reports the performance of the IT infrastructure. The implementation of operations architecture consists of a dedicated set of tools and processes that are designed to provide centralization and automation. |
| Optimistic Concurrency Control (OCC) | A method applied to transactional systems that allows more than one user to access the same record at one time. OCC assumes that multiple transactions can frequently complete without interfering with each other. While running, transactions use data resources without acquiring locks on those resources. Before committing, each transaction verifies that no other transaction has modified the data it has read. If the check reveals conflicting modifications, the transaction attempting to commit rolls back and must be restarted. OCC is generally used in environments with low data contention, which leads to higher overall throughput than other concurrency control methods. |
| Out-of-State Group Home | A Group Home identified by the child's authorized representative as a facility that will meet a child's specific and unique needs. The group home must be certified by the State of California and comply with Title 22 Regulations. Concurrent with the certification process, the county submits an Interstate Compact on the Placement of Children (ICPC). Out-of-State Group Homes undergo annual facility inspections. |
| Patch | A specific fix that addresses a single problem or a change resulting from a legislative or policy/program change. |
| Pattern Library | A collection of User Interface Design patterns. |
| Performance Analyst | The Performance Analyst is the resource who is responsible for specifying, collecting and presenting key performance data and analysis. This resource will also identify obstacles to improve service performance and work with the team to overcome obstacles. This resource will communicate performance to internal and external stakeholders. |
| Performance Standards | The standards relating to the operation of an individual Digital Service and/or the CWS-NS System\* as a whole as described in the Contract\*. |
| Permanency Planning | The systematic process of carrying out (within a brief, time- limited period) a set of goal-directed activities designed to help children live in permanent families. This process has the goal of providing the child continuity of relationships with nurturing parents or caretakers and the opportunity to establish lifetime family relationships. |
| Permanent Placement Services | One of four service components of the CWS program as defined in the CDSS Manual of Policies and Procedures section 31-090, and W&IC 16501(i), and provides for the long-term placement of a child in out-of-home care. Refer also to Welfare and Institutions Code Sections 16500 et seq. |
| Permanent Residence Under Color of Law (PRUCOL) | PRUCOL refers to persons permanently residing under color of law. PRUCOL is not recognized as an immigration status by the U.S. Citizenship and Immigration Services. Although they have not been granted legal status, these persons residing in the U.S. are known to the immigration authorities and their extended presence in the U.S. is tolerated by the authorities. |
| Perpetrator | The person who has been determined to have caused or knowingly allowed the maltreatment of a child. |
| Persistent / Persistence | In computer science, refers to the characteristic of state that outlives the process that created it (e.g., database transaction). |
| Persona | Personas are not real people, but they are based on the behaviors and motivations of real people we have observed and represent them throughout the design process. They are composite Archetypes based on behavioral data gathered from the many actual users encountered in ethnographic interviews. |
| Pilot | A hardware and software migration method that involves rolling out the CWS-NS System\* to a small group of Users for testing and evaluation. |
| Pilot Counties | A small group of California counties that will be the first to be transitioned to the CWS-NS System\*. |
| Pivotal Tracker | An Agile project management and collaboration software that allows teams to collaborate and react to real-world changes instantly. Pivotal 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 pending approval, approved or certified home, licensed facility or court ordered residence where a child lives away from their family of origin. |
| Plan of Correction (POC) | A plan developed by the licensee or authorized facility representative and jointly agreed to by the LPA as to how and when a deficiency(s) shall be corrected in order to bring the facility into compliance. |
| Point of Presence Router | A physical location that houses servers, routers, ATM switches, and digital/analog call aggregators. It may be either part of the facilities of a telecommunications provider that the Internet service provider (ISP) rents or a location separate from the telecommunications provider. |
| Post-Adoption Services | Resources and services provided to an adoptive family and child(ren) following the finalization of the adoption processes, and may include information on adoption, parent support groups, post adoption training, crisis counseling, referral services, and a resource library. |
| PostgreSQL | ​An open source object-relational database system used to store data (e.g., tables and attributes) not currently supported by Legacy Systems. |
| Post-Placement Supervision | Services provided by an adoption caseworker between the time that the prospective adoptive parents sign adoptive placement papers for a child(ren) and, the adoption is legally finalized. This provides an opportunity to help the family and child with any problems or issues that may evolve after placement. Refer to CDSS Adoption Manual for additional details. |
| Predictive Analytics | Includes analyzing current and historical facts to make predictions about future, or otherwise unknown, events. Predictive models exploit patterns found in historical and transactional data to identify risks and opportunities. Models capture relationships among many factors to allow assessment of risk or potential associated with a particular set of conditions. |
| Predictive Modeling | See Predictive Analytics |
| Probation | The Probation Department is an integral part of the public safety structure, charged with the supervision of adult and juvenile offenders granted probation by the Courts. Probation Departments operate Juvenile Hall, juvenile commitment and monitoring facilities and prepare investigative reports for the Superior, Juvenile and Dependency Courts. |
| Product (or Program Product) | The packaged collection of Software\* created pursuant to the 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 epics and User Stories for a Digital Service team, expressed as a prioritized list of functional and non-functional customer User Stories as well as technical team-generated User Stories. |
| Product Owner | See Service Manager. |
| Product Roadmap | The high-level initiatives and the planned steps that communicate direction and progress to internal teams and external stakeholders. |
| Production Environment | The physical surroundings in which an information system processes, stores, and transmits information. The physical, technical, and organizational setting in which an information system operates, including but not limited to: missions/business functions; mission/business processes; threat space; vulnerabilities; enterprise and information security architectures; personnel; facilities; supply chain relationships; information technologies; organizational governance and culture; acquisition and procurement processes; organizational policies and procedures; organizational assumptions, constraints, risk tolerance, and priorities/trade-offs). |
| Proposed Decision | Refer to Decision and Order. |
| Proxy Server | A server (a computer system or an application) that acts as an intermediary for requests from clients seeking resources from other servers. |
| Quality Assurance | A systematic method for the State and counties to implement continuous quality improvement (CQI). The primary function of quality assurance is to review child welfare cases for adherence to state and federal requirements. Child welfare information must be accurate, complete, and compliant with state and federal standards. |
| Rap Back | The Next Generation Identification (NGI) Rap Back Service was developed in response to a need for notification of criminal activity that occurs after the initial fingerprint background check on persons in positions of trust. |
| Readiness | The state of being ready or prepared. For purposes of Child Welfare System - New System implementation, each Site will conduct many readiness tasks and activities in preparation for Go-Live and will undergo several checkpoints along the way to assess readiness progress. The Site will be the final arbitrator of determining readiness. |
| Referential Integrity | The relational database feature of utilizing valid values and relationships 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. |
| Regional Office (RO) | CDSS offices located throughout the state that also have supervision over local offices and county jurisdictions assigned to their area. These offices regulates community care facilities within their region. |
| Regional Training Academies (RTA) | 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 that provides training either onsite at the county or at the RTA training facility. |
| Registered Sex Offender | A person, male or female, who has been convicted of a crime involving a sexual act where the federal, state or local laws require them to be placed on the Sexual Offender Registry after they have served their criminal sentences or when they have been released on parole. |
| Release | A collection of related configuration items that are each uniquely identified by a version number. |
| Release 1 | The first release of the CWS-NS System\* in accordance with the Master Project Schedule. |
| Release Management | The information technology infrastructure library (ITIL) service management process that encompasses the planning, design, build, configuration and testing of hardware and software releases to create a defined set of release components. |
| Release n | The nth release of Child Welfare Services - New System, in accordance with the Master Project Schedule. |
| Relinquishment | In the context of adoption, this term generally refers to a birthparent voluntarily giving up his or her parental rights to a child, so that someone else can adopt them. In practice it generally refers to these parental rights being transferred to an agency, rather than directly to the new adoptive parents, so that the agency can maintain the level of confidentiality or privacy that the parties desire and have agreed to in the adoption. The agency then passes the parental rights on to the adoptive parents who adopt the child. The term "Relinquishment" is also very commonly used to refer to the actual relinquishment documents that are signed by the birth parents as part of the relinquishment process. See CDSS Manual of Policy and Procedures Section 31-002 (r) (3) and California W&IC 8700. |
| Remote access | The ability to get access to a computer or a network from a remote location. |
| 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 non-minor 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 | An applicant or resource family that successfully meets the home environment assessment and permanency assessment standards adopted pursuant to Welfare and Institutions Code section 16519.5. |
| Resource Management Licensing | Also known as facilities support, this addresses licensing Foster Family Homes (FFHs) for the 39 counties that license their own FFHs and whose system of record for licensing is the CWS/CMS. |
| Resource Pool | A pool of shared resources amongst all Digital Service teams to provide expert guidance. These resources will work with the teams to design the System\* and provide technical support and guidance, conduct User research, and provide coaching and training to teams. |
| 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 | In the context of CALS, the administrative action to revoke a license because of serious or chronic violations of licensing statutes or regulations. |
| Risk Assessment | An assessment to evaluate the parent’s ability to protect the child(ren). Risk assessments are performed following an investigation, after immediate safety issues are addressed, and at any point during the delivery of child welfare services. |
| Role-Based Access Control (RBAC) | In computer systems security, an approach to restricting system access to authorized users. |
| Rollout | For purposes of CWS-NS System\* implementation, rollout is the timeline when Sites will complete their implementation readiness activities and then Go-Live. |
| Root Cause Analysis (RCA) | A structured process designed to help people understand the causes of past problems for the purpose of preventing recurrence. |
| Runaway and Homeless Youth Shelter (RHYS) | A short-term shelter and services to runaway youth and homeless youth who voluntarily enter the facility. A youth cannot stay in a RHYS for more than 21 consecutive days from the date of admission. A RHYS serves youth 12 to 17 years of age, inclusive, or 18 and completing high school or its equivalent, who are in need of services and without a place of shelter (homeless youth), or who have run away from their home or place of legal residence without permission of a parent, legal guardian, or foster parent (runaway youth). |
| SACWIS Compliant | A state’s system that meets all SACWIS mandatory requirements throughout eight Business Categories. |
| SACWIS Requirements | ACF requirements for developing SACWIS compliant system to receive federal participation of funding. |
| Safe Measures Service and Structured Decision Making | A database provided by the Children’s Research Center (CRC), a division of the National Council on Crime and Delinquency (NCCD). This database provides information needed for Safe Measures Service and the Structured Decision Making application. In the current CWS/CMS, the Safe Measures data mart is loaded daily from the child welfare database. The purpose of the daily extract is to provide to CRC data they can use to generate the Structured Decision Making application that many social workers and other county staff use to provide services and care to children. |
| Safely Surrendered Baby (SSB) | The term Safely Surrendered Baby refers to the Safely Surrendered Baby Law (SSB) implemented on January 1, 2001, in response to the increasing number of abandoned baby deaths in California. The law is intended to spare the life of an infant by encouraging parents or persons with lawful custody to safely surrender an infant at a “safe surrender site” within 72 hours of the child’s birth rather than abandoning them in an unsafe location. |
| Safety | The determination as to whether there are present dangers and/or imminent threats of serious harm/maltreatment to a child or children. |
| SAML (Security Assertion Markup Language) | An Extensible Markup Language (XML) standard that allows a user to log on once for affiliated but separate Web sites. SAML is designed for business-to-business (B2B) and business-to-consumer (B2C) transactions. |
| Screening | The process used by the Child Welfare Agency to determine whether information received meets criteria for some type of intervention. |
| Scrum Master | The resource who is responsible for working with the Service Manager to define and deliver the Product Roadmap. This resource is responsible for removing any impediments on the team and is a daily driver to increase velocity on the team.  Responsibilities also include creating an environment for success, managing the resolution of impediments (issues), and identifying and supporting process improvements. |
| SDX Interface | Provides information to Department of Healthcare Services systems from the Social Security Administration (SSA) on Supplemental Security Income (SSI) recipients. The information is provided on a daily basis. |
| Self Service | A type of electronic support that allows end users to use technology to access information and perform routine tasks without requiring the assistance of a live customer service representative. |
| Semantic Layer | A business representation of corporate data that helps end users access data using common business terms. It maps complex data into familiar business terms such as case, referral, or client to offer a unified, consolidated view of data across the organization. By using common business terms, rather than data language, to access, manipulate, and organize information, it simplifies the complexity of business data. |
| Sensitive Point | A property of one or more components (and/or component relationships) that is critical to achieve a particular quality attribute response (part of Architecture Tradeoff Analysis Method used in Architecture evaluation). |
| Sensitive Referrals/Cases | A sensitive referral or sensitive case is one that identifies a person and/or a situation when an in-person investigation or the delivery of service requires a higher level of security. |
| Server image | A copy of a server state, including the configuration, dependencies, data, software, etc. |
| Service and Support (S&S) | Functions intended to retain and extend customer relationships once a product or service is delivered. |
| Service Component | Functional business components organized to track funding and claiming, caseload identification of program services, and timeline delivery of services and outcomes for reporting purposes. |
| Service Continuity | An Information Technology Infrastructure Library (ITIL) component that ensures that the information technology service provider can always provide minimum agreed service levels, by reducing the risk from disaster events to an acceptable level and planning for the recovery of information technology services. |
| Service Delivery Center (SDC) | The current Service Delivery Center (SDC) is located in Boulder, Colorado and provides server management and help desk support for Child Welfare System/Case Management System users. The SDC provides 24/7, system-wide network monitoring, server administration and maintenance, and help desk services. Additionally, a network and server infrastructure is maintained to support the activities of the development and service delivery teams. |
| Service Desk | Provides incident management to ensure customer’s problems are resolved in a timely fashion. |
| Service Manager | The Service Manager is the State\* resource who sets priorities, assigns tasks, and makes decisions about Features and technical implementation details based on User, policy, technical and business requirements. The Service Manager will also define the Product vision, prioritize the Product Backlog and reviews completed work in the Sprint review. Also referred to as the Product Owner. |
| Service Operations | An Information Technology Infrastructure Library (ITIL) component that includes fulfilling user requests, resolving service failures, fixing problems, as well as carrying out routine operational tasks. |
| Service Oriented Architecture (SOA) | A set of components, design patterns, guidelines, and principles for execution of business processes as a continuously evolving network of value added services. SOA relies on an integrated framework that includes a repeatable modeling and development methodology, open standards, best practices, a reference architecture, and a configurable run-time architecture to provide semantically reconciled model-time and run-time environments for an agile enterprise. SOA advocates use of a loosely coupled Architecture that does not require procedural coding to “compose” applications and transform business objects. Technical components of a SOA include use of a multi-Layer, multi-tier distributed Architecture, and Extensible Markup Language (XML) format for messages and objects. |
| Service Provider (Child Welfare) | Child Welfare - Governmental or private organizations that render services including benefits and facilities such as education, food subsidies, health care, job training and subsidized housing, adoption, community management, policy research, and lobbying. |
| Set Aside | In rare cases, a Superior Court will “set aside” (reverse) an adoption that has already been finalized. This will “reactivate” the original birth certificate, which was previously sealed and replaced as a result of the adoption. |
| Shared Responsibility Plan (SRP) | The Shared Responsibility Plan helps develop the parent- child bond, assists the teen parent in her/his transition to independence, and creates a successful, supportive and nurturing placement for both the teen and the child. The infant supplement payment in a Whole Family Foster Home where the caregiver and the minor dependent parent have developed a Shared Responsibility Plan (SRP) in cooperation with the county social worker. |
| Short Doyle II. The Short-Doyle/Medi-Cal (SDMC) | The claim process system that allows California’s County Mental Health Plans (MHPs) to obtain reimbursement of funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and also to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). |
| Short-Term Residential Treatment Center (STRTC) | A short-term placement for a child who cannot safely remain in the home of their parent or guardian. Such placements should be short-term in nature and have the goal of returning the child or youth to a home-based family care setting or other permanency option as quickly and safely as possible. |
| Simple Object Access Protocol (SOAP) | A messaging protocol that allows programs that run on disparate operating systems (such as Windows and Linux) to communicate using Hypertext Transfer Protocol (HTTP) and its Extensible Markup Language (XML). |
| Site(s) | The location(s) for the State\* and Contractor\* Equipment\* and Software\*, as agreed to by State\*. |
| Slack | Cloud-based collaboration software that enables users to create public or private channels to direct message, chat and post documents both in group forums and one-on-one communications.  Supports integration with development tools and transparency to team efforts (e.g., support requests, code check-ins, and error logs) as well as supporting search across all channels in one central archive. |
| Small Family Home (SFH) | A residential facility in the licensee's family residence providing 24-hour a day care for six or fewer children who are mentally disordered, developmentally disabled or physically handicapped and who require special care and supervision as a result of such disabilities. |
| SOC 158 Subsystem | An Application within a component of the CWS/CMS that enables placement data from county probation departments and private adoption agencies to be entered via templates. |
| Special Care Increment | A system that allows a county to pay a higher than basic foster care rate for children that require additional care because of special needs, such as health and/or behavior problems. |
| Special Immigrant Juvenile Status (SIJS) | A child welfare service to help foreign children who have been abused, abandoned, or neglected to establish legal residency status to live and work in the United States. |
| Sprint | A regular, repeatable time-boxed work cycle during which work is completed and made ready for review. |
| Sprint Zero Artifacts | The documents that will be delivered by a Sprint team during the Sprint Zero Phase. |
| Sprint Zero Phase | The period of time prior to a Sprint team commencing delivery Sprints (e.g., Discovery). |
| SSANAME3 | A software development kit (SDK) developed by Identity Systems that enables organizations to build business application programs to search, match, rank, and analyze records about people, companies, products, addresses and various other identity data.  It can be executed on most any platform and operates on data stored in any database.  It supports the CWS/CMS search functionality (e.g., phonetic search). |
| State Approved Downtime | The amount of time a mission/business processes can be disrupted without causing significant harm to the organization’s mission. |
| State Business Day(s) | All weekdays on which the State is open to the public to conduct business. |
| State Data Center | California Department of Technology, Office of Technology Services. Provides application hosting services, standardized server and operating system configurations, deployment, management, and administration of software applications including middleware and databases, storage, networking, and disaster recovery. |
| State Verification and Exchange System (SVES) | A Social Security Administration (SSA) system that returns citizenship verification status when available in SSA records. |
| Statement of Facts (SOF) | A CCLD form sent to the CDSS Legal Division to request an administrative action be initiated against an applicant, licensee, or individual. The SOF identifies a facility or home and its licensee, summarizes the violations and evidence, and lists the witnesses who might testify. |
| Statement of Issues | The legal pleading which outlines the Department’s position that an application should be denied. A person or entity who is denied licensure after submitting an application has appeal rights and is entitled to have their case heard before an administrative law judge. |
| Statewide Automated Welfare System (SAWS) | A system that stores information necessary to make eligibility decisions for a variety of benefit programs. Currently SAWS is being operated through three (3) Consortia: Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) Consortium, Welfare Client Data System (WCDS) Consortium (also known as CalWIN), and Consortium IV (C-IV) |
| Statistical Analysis System (SAS) | A software suite that can mine, alter, manage, and retrieve data from a variety of sources and perform statistical analysis on it. |
| 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. |
| Structured Decision Making (SDM) | Evidenced-based tools developed by the Children's Research Center that provide critical decision-making support for social work practice which involves data collection strategies that support safety and risk assessment. |
| Supervised Independent Living Placement (SILP) | A foster care placement type supervised by the county social worker or probation officer for an NMD who is living independently. |
| Supervised Independent Living Placement Readiness Assessment | An assessment to determine a Non-Minor Dependent’s (NMD) level of preparation to function effectively within highly independent living experiences while receiving financial support and being supervised by the county social worker or probation officer. |
| Support Portal | A portal or website where internal or external users can access support information (e.g., FAQs, knowledge documents, user manuals, Training Guides, etc.) and perform self-help tasks (e.g., login and password reset, submit service desk request/ticket, etc.). |
| Supportive Transition(s) | A service component which may consist of training, services or other programs designed to assist current and former foster youth achieve self-sufficiency prior to and after leaving the foster care system. Youth and Non-Minor Dependents benefit from these services from ages 14th birthday up to the day before their 24th birthday.  In California, each county has the flexibility to design services to meet a wide range of individual needs and circumstances for present and former foster youth, and to coordinate services with other Federal and State agencies engaged in similar activities. |
| Suspected Child Abuse Report (SCAR) | A California Department of Justice standard form for Mandated Reporters reporting child abuse. |
| System Availability | The result of the available time divided by the scheduled time reflects the percentage of the scheduled time the system was available for use. |
| System Integrator | A person or company that specializes in bringing together component subsystems into a whole and ensuring that those subsystems function together. |
| System Outage | Unavailability or decrease in service quality resulting from unexpected behavior of a particular service, or an incident that impacts consumers and results in a service not being delivered at a level they reasonably expect. |
| Technical Reference Architecture | Developed specifically for the CWS-NS project that provides a template and a consistent vision of CWS-NS System\* context, technology architecture, process, and standards throughout the organization and supplies the context (for identified patterns) for imposing best practices on development and deployment of the CWS-NS Service-Oriented Architecture. |
| Temporary Assistance For Needy Families (TANF) | A federal program authorized under titles IV-A and XVI of the Social Security Act that changed the eligibility requirements for receiving public assistance and set a five- year adult lifetime limit on receiving cash assistance. In California, TANF is implemented as CalWORKs and provides temporary financial assistance, employment and training programs. See Aid to Families with Dependent Children and Personal Responsibility and Work Opportunity Reconciliation Act. |
| Temporary Suspension Order (TSO) | An order issued by the Deputy Director for CCLD which suspends a license prior to a hearing. Temporary suspension orders are issued when imminent danger exists, to protect residents or clients of a facility from physical or mental abuse, abandonment, or any other substantial threat to health or safety. |
| Termination of Parental Rights | The process of involuntarily taking away the parental rights of a parent that has abandoned a child, has without just cause failed to support a child, has neglected or abused a child, has stood by and allowed others to neglect or abuse a child, or who because of extended incarceration in prison, will be unavailable to properly parent or nurture the child during its formative years. Once the parental rights of both parents of a child have been severed, the child will become available for adoption by another family. See California W&IC 366.26 |
| Therapeutic Foster Care (TFC) | A licensed foster care facility or certified home of a foster family agency that is licensed to provide Residential Behavioral Management services. TFCs serve children and youths who have special psychological, social, behavioral, and emotional needs which require more intensive or therapeutic services than are found in traditional foster care. |
| Title IV-A | Title IV Part A of the Social Security Act (Aid to Families with Dependent Children). |
| Title IV-D | Title IV Part D of the Social Security Act (Child Support Enforcement). |
| Title IV-E | Title IV-E Foster Care and Adoption Assistance Program. |
| Title IV-E Audits | Each Title IV-E agency must submit yearly estimates of program expenditures as well as quarterly reports of estimated and actual program costs in support of the funds awarded by the federal government. The IV-E audit ensures that federal funds received by the Title IV-E agency are used for allowable purposes. The federal government recovers funds that were spent improperly. |
| Title XIX | Title XIX of the Social Security Act (Grants for States for Medical Assistance). Also known as Medicaid. |
| To-Be | The future state of a business process in an organization. Typically the analysis goal in putting together the future state process is to clarify how the business process will work, at some point in the future, once changes are made. Changes could be technology changes or business process changes. Compared to the As-Is state to conduct gap analysis. |
| Tradeoff Point | A property that affects more than one Attribute and is a sensitivity point for more than one Attribute (part of Architecture Tradeoff Analysis Method used in Architecture evaluation). |
| Train-the-Trainer (TTT) | A learning technique that teaches students of a specific subject to become teachers themselves. |
| Transfer System | The transfer of an existing child welfare system between states at no cost to the recipient state. This process is a “build and transfer methodology.” Once a system is created for a state, the contractor transfers the original software and customizes that software for the next state, in spite of unique structures, processes, and workflows from state to state. |
| Transitional Housing Placement Plus Program (THPP +) | A provider, certified by their applicable county, who provides transitional housing services to eligible former foster youth over 18 years of age who have exited from the foster care system on or after their 18th birthday. |
| Transitional Housing Placement Program (THPP) | A program that provides care and supervision for children and non-minor dependents at least 16 years of age participating in an independent living arrangement. |
| Transitional Independent Living Program (TILP) | A permanency plan specifically for a child client 15 ½ years of age and older. |
| Tribal Agencies | Refers to both Tribal governmental agencies as well as various social service provider agencies working with Indians. Indian Tribes are quasi-sovereign nations operating a broad spectrum of governmental programs, with tribal operations often organized into programmatic areas designated as agencies, similar to state governments. Tribal Agencies for IV-E purposes are agencies operated by a federally recognized tribe or consortiums of federally recognized tribes. Tribes in California enjoy an opportunity to pursue a direct federal allocation or to contract with the state to operate tribal IV-E agencies to fund tribal court placements. Two such agreements are in place and others are in negotiations. In the social service context, Tribal Agencies include programs operated by a federally recognized tribe, a consortium (group) of recognized tribes, or other provider organizations providing social services to American Indian/Alaska Native communities. |
| Tribal Customary Adoption | A permanency option for Indian children who are dependents of the California State Court. As described in Welfare and Institutions Code 366.24, Tribal Customary Adoption allows an Indian child who is a dependent of the California State Court to be adopted through the customs, laws and traditions of the child’s tribe without the termination of the parental rights of the child’s parents. |
| Tribal Foster  Care Homes | Placements for Indian children approved by a federally recognized tribe in compliance with the Indian Child Welfare Act (ICWA) and applicable federal and state regulations. |
| Tribe (recognized, unrecognized, and historic) | Recognized - any Indian tribe, band, nation, or other organized group or community of Indians recognized as eligible for the services provided to Indians by the Secretary of the Interior because of their status as Indians, including any Alaska Native village as defined in section 1602(c) of Title 43. The Secretary of Interior regularly publishes in the Federal Register a list of recognized tribes that are acknowledged to have the immunities and privileges available to federally recognized Indian tribes by virtue of their government-to-government relationship with the United States as well as the responsibilities, powers, limitations and obligations of such tribes. (25 Code of Federal Regulation, 83.5). References to tribal agencies, tribal services, and tribal programs refer to those operated by or upon designation of federally recognized tribes. Unrecognized - any Indian or Alaska Native group or aggregation indigenous to the continental United States that the Secretary of the Interior does not acknowledge to be an Indian tribe possessing a government-to-government relationship with the United States. The Secretary of the Interior provides a process for such groups to petition for recognition. (25 Code of Federal Regulations PART 83). Historic – Those people whose pre-Columbian ancestors were indigenous to the lands within the United States. These peoples were composed of numerous distinct tribes, bands, and ethnic groups, commonly referred to as historic or aboriginal tribes. Federally recognized tribes represent historic tribes, or groups traceable to such tribes, which survive intact today as sovereign nations. |
| Unified Modeling Language (UML) | A general-purpose modeling language in the field of software engineering, which is designed to provide a standard way to visualize the design of a system. |
| Unit Test | An automated piece of code that invokes a unit of work in a system and then checks a single assumption about the behavior of that unit of work. |
| Unstructured data | Information that either does not have a pre-defined data model or is not organized in a pre-defined manner. Unstructured data (or information) is typically text-heavy, but may contain data such as dates, numbers, and facts as well. Term utilized to refer to electronic document attachments. Examples of unstructured data include documents, photographs, audio files, video files, email messages, and multimedia files. See Binary Large Object. |
| Uptime | The time the transaction processing platform is available for productive work, excluding scheduled downtime for maintenance services. |
| Use Case | In software and systems engineering, a use case is a list of actions or event steps, typically defining the interactions between a role and a system, to achieve a goal. The actor can be a human, an external system, etc. |
| User ID | A unique identifier that identifies a person, organization entity, or automated process that accesses a system. |
| User Story | 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. |
| User(s) | Parties who will have authorized use of and access to the Child Welfare System - New System via a User ID. |
| User Experience/ User Interface (UX/UI) 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 is referred to as graphic design, though the responsibilities are somewhat more complex. |
| Vacaville Data Center | Operated by the California Department of Technology, Office of Technology Services. Serves as a disaster recovery site with a secondary role as a production Data Center. |
| Victim | A child that has been alleged to or has suffered neglect, physical abuse, psychological or emotional abuse, sexual abuse, or exploitation. |
| Wave | A User group and their designated CWS-NS implementation date. The CWS-NS implementation consists of a Pilot Group and a Statewide Rollout Group. These groups are part of a rollout schedule which outlines how and when the impacted organizations (counties and state) go live. Every county and state organization is assigned to a wave. There will be several waves as part of the CWS-NS implementation. A wave may consist of one or more impacted organizations; the placement of organizations in waves will be determined by the CWS-NS Project and the Contractor. |
| Web Services | Services that are made available from a business's web server for web users or other web-connected programs. Also known as application services, web services usually include some combination of programming and data, but could include human resources as well. |
| Web Services Description Language (WSDL) | An XML format for describing network services as a set of endpoints operating on messages containing either document-oriented or procedure-oriented information. The operations and messages are described abstractly and then bound to a concrete network protocol and message format to define an endpoint. |
| Web Services Security, | An extension to Simple Object Access Protocol (SOAP) to apply security to Web Services. It is a member of the Web Service specifications and was published by OASIS. |
| Workflow | An orchestrated and repeatable pattern of business activity enabled by the systematic organization of resources into processes that transform materials, provide services, or process information. |
| Wraparound | A program utilized for non-federal foster care dollars to provide children and families with family-based service alternatives to group home care. The process is designed to enhance the strengths inherent in families by maximizing the family's voice to create independence for the family. |
| Zero tolerance | Zero tolerance civil penalties of $150.00 are immediately assessed when a facility has been found in violation of a Title 22 regulation which results in injury, sickness or death of a child, a fire clearance violation, absence of supervision, accessibility to bodies of water, accessibility to firearms, ammunition, or both, a licensing worker is refused entry to a facility, or an excluded person is on the premises. A zero tolerance regulation violation poses an imminent risk of harm to children. |

**ATTACHMENT II-e**

**Staff Reference Form, Page 1 of 3**

**VENDOR’S NAME:**

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 Table 1**, by identifying the reference contact information.

**Step 2: Complete Columns 1-2 in Table 2** by marking “yes” or “no” and providing an explanation if needed.

**Step 3**: **Complete Column 2 in Table 3,** by utilizing the description of ratings provided in Table 4.

**Step 4**: At the bottom of page 3, **print your name, your company’s name, then sign and date**.

**Step 5**: Return the completed Staff Reference Form to the Vendor.

**ATTACHMENT II-E**

**Staff Reference Form, Page 2 of 3**

**VENDOR’S NAME:**  **VENDOR’S STAFF NAME:**

**VENDOR’S STAFF PROPOSED ROLE:** **“Type the Role from Attachment II-C for Which You Are Proposing This Staff”**

|  |  |
| --- | --- |
| **TABLE 1 – Reference’s Information**  **(Please Note: The reference must be a client or former supervisor. The reference must not be current staff or subcontractor of the proposing firm)** | |
| **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, Section 1 “Staff Role Responsibilities” and Section 2 “Staff MQs” for the Vendor’s staff named at the top of this page prior to your completion of this form?** | **Based on your experience working with the Vendor staff named at the top of this page do you believe this individual has the ability to perform the role described in Attachment II-C, Staff Resume Table, Section 1, “Staff Role Responsibilities” for which they are proposed?**  **(Yes or No. If No, please explain.)** |
| Yes  No | Yes  No\*  \*(Add explanation here, if “No” is checked.) |

| **TABLE 3 – The Reference Must Complete This Table.**  The Reference shallrate 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** |  |

**ATTACHMENT II-E**

**Staff Reference Form, Page 3 of 3**

| **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:

Provide a narrative, not to exceed twenty (20 pages) in length, describing your understanding of and approach to the following questions/topics. In addition to the twenty (20) page restriction, the font size shall not be smaller than size eleven (11).

|  |  |
| --- | --- |
| Item | Understanding and Approach Question/Topic(s) |
| 1 | The Bidder shall describe their understanding of the scope of work, and their technical approach to the major activities that must be performed to complete the scope of work, including technical challenges and how the Bidder’s technical approach overcomes these challenges. 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 – Technology Platform Tech 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. |
| 2 | The Bidder shall describe their approach for developing sprint artifacts, including artifacts related to user stories, code reviews, builds, and deployments, testing, and security. |
| 3 | The Bidder shall provide a Product Development Roadmap that describes the goals, key features, and metrics for major releases for the core plus all optional terms. |

**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* 01/0*1/1997 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:

| **(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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include your

**CMAS/GSA AGREEMENT**

**ATTACHMENT II-I**

**BIDDER DECLARATIOn, GSPD-05-105**

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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. | YesNo |
| II. | Carries out the obligation by actually performing, managing, or supervising the work involved. | YesNo |
| III. | Performs work that is normal for its business services and functions. | YesNo |
| 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. | YesNo |
| V. | Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. | YesNo |

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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if applicable, 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**

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COMPLETE AND SUBMIT

excel cost worksheet attachment

**ATTACHMENT II-M**

**CERTIFICATE OF INSURANCE**

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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.

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

**OPTION #2 – EXEMPTION**

Pursuant to 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.

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

**ATTACHMENT II-P**

**PAYEE DATA RECORD, STD 204**

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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 GUIDE**

The CWS-NS Bidders’ Library Access Guide can be downloaded from the CWDS website using the following link: <https://cwds.ca.gov/vendors>.

ATTACHMENT II-R

BIDDERS’ LIBRARY ACCESS AUTHORIZATION FORM

The Bidders’ Library Access Authorization Form must be provided in order to receive authorization to access the CWS-NS Bidders’ Library. The form can be downloaded from the CWDS website using the following link: ~~http://ca-cwds.github.io/procurements/~~<https://cwds.ca.gov/vendors>.

ATTACHMENT II-S

TECHNOLOGY PLATFORM TECH 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** | **Software Tool** | **Description** | **License Model** | **Justification** |
| --- | --- | --- | --- | --- |
| **APPLICATION COMPONENTS** |  |  |  |  |
| **Back-end Web development framework** | Java | Object-oriented computer programming language. | Open Source |  |
| **Front-end Web development** | Ruby, Rails | Object-oriented programming language used to implement Rails, which is a comprehensive web development framework | Open Source |  |
| **Database** | PostgreSQL | Open source RDBMS with high scalability and rich feature set. | Open Source |  |
| **Database** | DB2 | Legacy RDBMS. | Commercial |  |
| **App Server** | Apache HTTP Server | Open-source http server. The server can also be configured to act as both a forward and reverse proxy as well as a load balancer for all supported protocols. | Open Source |  |
| **Web Server** | NGINX and Puma | Fast, concurrent HTTP 1.1 web server for Rails applications | NGINX.org is OSS similar to BSD but has a commercial “Plus” version that is not OSS. We are using the OSS version.  Puma is OSS, BSD 3-clause |  |
| **HTTP web server/load balancer** | Apache HTTP Server | Open-source http server. The server can also be configured to act as both a forward and reverse proxy as well as a load balancer for all supported protocols. | Open Source |  |
| **Search back-end** | Elastic Search | Provides a distributed, multitenant-capable full-text search engine with an HTTP web interface and schema-free JSON documents | Open Source |  |
| **Background job management** | Rundeck | Job management server. | Open Source |  |
| **Client Javascript Framework** | React JS | A Javascript library for building user interfaces | Open Source |  |
|  |  |  |  |  |
| **Visualization (reporting)** | Jasper Reports | Provides the ability to render XML documents into PDF. Provides ability to generate visual reports. | Open Source |  |
| **RESTful API framework** | Dropwizard | Java framework for developing ops-friendly, high-performance, RESTful web services. | Open Source |  |
| **Java Virtual Machine** | HotSpot VM | Java virtual machine for desktops and servers that is maintained and distributed by Oracle Corporation | Open Source |  |
| **SOAP Protocol Development Framework** | Apache CXF | Provides the ability to serialize/deserialize Java objects into SOAP based messages. Provides framework to handle SOAP based security requirements (e.g. headers, tokens). | Open Source |  |
| **Object Relational Mapping** | Hibernate ORM | An object-relational mapping framework for the Java language. It provides a framework for mapping an object-oriented domain model to a relational database. | Open Source |  |
| **Inter-Server Secure Socket Layer (SSL) Connection** | OpenSSL | Provides secure socket layer (SSL) communication between the PostgreSQL database server and API application instances to adhere to encrypted traffic throughout. | Open Source |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **AGILE MANAGEMENT AND CONTINUOUS INTEGRATION TOOLS** | |  |  |  |
| **Performance Monitoring** | New Relic | Performance monitoring of the full application stack | Service = https://newrelic.com/  TOS [link](https://newrelic.com/terms) |  |
| **Version control** | Github | Source code version control tool | Open Source |  |
| **Project management** | Pivotal Tracker | Agile project management tool | Open Source |  |
| **Configuration management** | Ansible | Flexible IT configuration management framework. | Open Source |  |
|  |  |  |  |  |
| **Configuration management** | AWS CloudFormation | Included with AWS subscription. CloudFormation uses JSON or YML formatted templates to define infrastructure components, which are then loaded into the CloudFormation engine and used to create the servers, networks, and security controls defined by a given template.  All templates created by the project use standard JSON, which is an open standard data markup language similar to XML. | Commercial |  |
| **Docker Container Registry** | Docker Hub | Repository for storing Docker images online in versioned repositories (public or private). The project uses DockerHub for the storage and distribution of non-production containers.  Use of DockerHub will be replaced by Amazon Elastic Container Repository (ECR) for Release 2. | Open Source |  |
| **Package and deploy tools** | Docker Toolbox | Tools for packaging software as Docker containers, provisioning machines and deploying containers | Open Source |  |
| **Front-end build tool** | Rake | Rails command line tool used for Rails builds | Open Source |  |
| **Back-end build tool** | Gradle | Open source build automation system that integrates with Jenkins | Open Source |  |
| **Continuous integration** | Jenkins | Provides continuous integration services for software development. | Commercial |  |
| **Javascript build tool** | NPM | Tool for packaging Javascript assets | Open Source |  |
| **Asset build tool** | Gulp | Tool for managing front end assets | Open Source |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **TESTING AND VALIDATION TOOLS** | |  |  |  |
| **Automated accessibility testing tool** | Pa11y | Automated accessibility library and service | Open Source |  |
| **Front-end Javascript testing** | Jasmine, Karma | Jasmine is a Javascript test scripting tool. Karma is a test runner. | Open Source |  |
| **Front-end web testing** | Selenium | Automated web browser testing tool | Open Source |  |
| **Back-end unit and functional testing** | Junit | Open source utility to support automated unit testing and Test Drive Development. | Open Source |  |
| **Front-end load testing** | Neustar | Cloud-based framework for web load and performance testing. | Open Source |  |
| **Back-end load testing** | Jmeter | Open source utility for integration and performance testing. | Open Source |  |
| **Back-end code coverage** | Cobertura | Open source java tool that calculates the percentage of code accessed by tests. | Open Source |  |
| **Back-end static code analysis** | Sonarqube | Open source platform for continuous inspection of code quality. | Open Source |  |
| **Front-end static code analysis** | Code Climate | Code Climate is software as a service that provides static code analysis that is integrated with Github and provides constant feedback on source code quality, security exposures, and more. The TOS is negotiable for “enterprise” accounts. | Commercial |  |
| **Front-end security analysis** | Hakiri.io | Hosted static code analysis tool specializing in security scanning. | Commercial |  |
| **Back-end security analysis** | Nessus Cloud | Cloud based penetration tester with comprehensive solutions that provide continuous visibility and critical context, enabling decisive actions to protect your organization. | Commercial |  |
| **Front-end code-style guidelines** | JSLint and CodeClimate | JSLint checks for consistency with Javascript coding style guidelines. CodeClimate also verifies conformance to Ruby coding style guide | Open Source |  |
| **Back-end code-style guidelines** | Sonarqube | Open source platform for continuous inspection of code quality. | Open Source |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **SYSTEM ADMINISTRATION TOOLS** |  |  |  |  |
| **Continuous monitoring** | DataDog | A SaaS infrastructure monitoring and alerting service | Commercial |  |
| **Application monitoring** | PagerDuty | An incident management system for IT monitoring. | Commercial |  |
| **Centralized logging** | Logstash | Comprehensive log collection tool. | Commercial |  |
| **Cloud Infrastructure as a Service Provider** | Amazon Web Services | AWS is the infrastructure provider currently procured through Taborda Solutions. The TOS was accepted by Taborda on behalf of the State, but the agreement needs to be reviewed to meet State requirements.  AWS provides the virtual server and network infrastructure for the CWS-NS production and non-production environments, deployed in a hybrid cloud accessible only from CDT and CHHS networks. | Commercial |  |
| **Infrastructure Management** | AWS Console | A simple and intuitive web-based user interface for managing AWS services. | Open Source |  |
| ***Cloud / Legacy System Monitoring*** | *www.rightscale.com* | *Orchestrate, automate, and govern applications across any cloud, any server, and any container.* | *Commercial* |  |
| **Network Monitoring** | Solarwinds / Thousandeyes/  Opnet | Web based network monitoring tool. We currently have licenses for Solarwinds. | Commercial |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **INFORMATION SECURITY TOOLS** |  |  |  |  |
| **Audit and non-repudiation** | ELK Stack (Elastic Search, Logstash, & Kibana) | Security Log management and analytics tool | Open Source: Elastic Search= Apache v2.0 ([link](https://github.com/elastic/elasticsearch/blob/master/LICENSE.txt)).  Logstash = Apache 2.0 ([link](https://github.com/elastic/logstash/blob/master/LICENSE)).  Kibana = Apache 2.0 ([link](https://github.com/elastic/kibana/blob/master/LICENSE.md)) |  |
| **Audit and Non-Repudiation** | XPack Plug-in for ELK Stack | Additional security enhancements and controls for ELK stack sold under commercial license. | Commercial |  |
| **Vulnerability and Penetration Testing** | ZED proxy | Vulnerability and Penetration testing platform | Apache 2.0 |  |
| **Vulnerability and Penetration Testing** | Arachni | Vulnerability and Penetration testing platform | Arachni 1.0 <http://www.arachni-scanner.com/license/> |  |
| **Deep packet analysis** | Palo Alto VM 300 | Deep Packet Analysis firewall | Commercial |  |
| **Proxy / Load Balancer** | F5 | Proxy Server and Load balancer. May not be used if AWS Elastic Load Balancer meets the same need) | Commercial |  |
| **Web Application Firewall** | AWS WAF | Web Application Firewall to manage web site botnets and activity | Commercial |  |
| **Packet Analyzer** | Wireshark | Packet Analyzer | GNU GPLv2 |  |
| **Intrusion Detection** | Snort | Honey Pot / Honey Client and network behavioral analyzer | GNU GPLv2 + Commercial |  |
| **Intrusion Prevention** | Snort | End Point protection | GNU GPLv2 + Commercial |  |
| **End Point Protection** | Symantec | End Point protection for servers in AWS and CWDS managed desktops. May need SEP for anti-malware protection and Snort will provide IDS/IPS. | Commercial |  |
| **Data Exfiltration Control** | Iron key | Media access control for servers in AWS and CWDS / OSI managed desktop end points | Commercial |  |
| **Heatmapper** | Acrylic Wifi Heatmapper | Wireless security tool | Commercial |  |
| **Digital Forensics** | SAN SIFT | Digital forensics toolkit | GNU GPLv3 |  |
| **Digital Forensics Incident Response** | Paladin | Incident Management tools | Commercial |  |
| **Cloud Forensics** | Parrot | Cloud Digital Tools | GNU GPLv3 |  |
| **Detonation Chambers** | CWDS ISO Engineered | Code analysis and evaluation tools. “Gold Disk” images of the desktops and servers in VM. | GNU GPLv3 + Commercial |  |
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SECTION III – REQUEST FOR OFFER – STATEMENT OF WORK

***RFO # 32204***

**Child Welfare Digital Services – Technology Platform Services**

1. **PURPOSE – GENERAL**

This Statement of Work (SOW) reflects the services to be provided by , 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 .

The purpose of this Agreement is to obtain services to extend and enhance the established CWS-NS Technology Platform and provide data access services to legacy and new data stores, common business services (e.g., business rules, workflow), and information exchange interfaces to customer facing Digital Services.

The 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.

1. **term**
2. The term of this Agreement shall commence on Month, Day, 2017, or the date the Agreement is executed, whichever is later, (Effective Date) and continue through Month, Day, 2017.
3. The State reserves the option to extend the term of this Agreement at its sole discretion for up to six (6), 12 or 14 week optional extensions (dependent on the term duration identified in Attachment II-L, Cost Workbook) at the originally agreed-upon hourly rates specified in this Agreement.
4. 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.
5. **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. The State will not pay for any travel related expenses associated with this Agreement, including the Contractor’s staff travel to and from the CWS-NS project offices.

1. **COST**

The total cost of this Agreement is . 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 $800,000. Should the State exercise the six (6) optional extensions (shall not exceed $930,000 per extension, dependent on sprint schedule), the total Agreement cost shall not exceed $6,000,000 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.

1. **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 developing services to extend and enhance the CWS-NS Technology Platform and provide data access services to legacy and new data stores, common business services (e.g., business rules, workflow), and information exchange interfaces to customer facing Digital Services.

1. **Primary Tasks**
   1. Sprint Zero Artifacts
   2. Sprint Planning and Execution
   3. Development Framework
   4. Search
   5. Modularity
   6. Code Style
   7. Version Control System
   8. Code Review
   9. Automated Testing
   10. Load Tests
   11. Accessibility
   12. Issue Tracking
   13. Mobile Friendly
   14. Logging and Monitoring
   15. Security
   16. User Authentication
   17. Build and Deployment
   18. Technology Platform Implementation
   19. Database Administration (Mandatory Optional)
2. **Detailed Tasks**

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

The software tools (e.g., Java, Jenkins) specified in this section represent the minimal technology stack required to support the agile software development services being provided as part of this Agreement. The Vendor is encouraged to identify and propose additional software tools to support and enhance the agile software development services being provided.

**1. Sprint Zero Artifacts**

1. The Contractor shall produce and receive Acceptance from CWDS for all Sprint Zero artifacts prior to commencing delivery Sprints.
2. The Contractor shall produce a User Story Definition and Acceptance Criteria Format.
3. The Contractor shall adhere to the CWDS Technology Platform Coding Standards (including style guidelines) and CWDS Technology Platform Commenting Standards, including a Peer Review checklist.
4. The Contractor shall produce a Sprint-level Definition of Done that includes the following concepts:
5. Code produced (all ‘to do’ items in code completed)
6. Code commented, checked in and run against current mainline version in source control
7. Peer reviewed (or produced with pair programming) and meeting CWDS API development standards
8. Builds without errors
9. Unit tests written and passing
10. Deployed to system test environment and passed system tests
11. Passed CWDS Service Manager Acceptance Testing
12. Any build, deployment, configuration changes implemented, documented, and communicated
13. Relevant documentation produced/updated (e.g., user needs, user stories, sketches, wireframes, clickable prototypes, API descriptions)
14. Remaining hours for task set to zero and task closed
15. The Contractor shall produce a Release-level Definition of Done that includes the following concepts:
16. Release Notes prepared
17. Deployed to a higher order environment (e.g., staging) and integration, performance and load tests run
18. Relevant documentation/diagrams produced and/or updated
    * + 1. **Sprint Planning and Execution**
    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. 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.
    3. The Contractor shall utilize scrum-based agile 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).
    4. The Contractor shall revise Sprint Zero artifacts during each Sprint Retrospective process, as appropriate.
    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.).
    6. The Contractor shall use Pivotal Tracker to manage the Product Backlog, User Story acceptance, and maintain a scrum board.
    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.
    8. The Contractor shall provide a sprint status report at the conclusion of each Sprint that documents the planned user stories, accepted user stories, open impediments, and technical debt.
    9. The Contractor shall adhere to Twelve-Factor Application design constraints (see: <http://12factor.net/>).
       * 1. **Development Framework**
    10. The Contractor shall leverage and extend the established CWS-NS Technology Platform development framework, standards used, software development methods and guidelines, and system administration practices.
    11. The Contractor shall leverage and extend the established CWDS API development framework, standards used, software development methods and guidelines, and system administration practices.
    12. The Contractor shall use Java as the application development platform.
    13. The Contractor shall use Apache HTTP Server as the application server.
    14. The Contractor shall use PostgreSQL as the open source object-relational database system for storing new data fields and tables.
    15. The Contractor shall use Dropwizard for the creation of RESTful APIs.
    16. The Contractor shall use Swagger for the documentation of RESTful APIs.
    17. The Contractor shall use Hibernate ORM to support the generation of structured query language (SQL) across multiple database platforms (e.g., DB2 and PostgreSQL).
        * 1. **Search**

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

* + - 1. **Modularity**
  1. The Contractor shall design the application architecture to ensure a separation of concerns and a reasonable degree of modularity between systems.
  2. The Contractor shall adhere to the DRY (Don’t Repeat Yourself) principle to ensure that the codebase remains flexible.
     + 1. **Code Style**
  3. The Contractor shall ensure that all java code written adheres to Google’s Java Style Guide.
  4. The Contractor shall use SonarQube for static code analysis and continuous inspection of code quality.
     + 1. **Version Control System**
  5. 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.
     + 1. **Code Review**
  6. The Contractor shall ensure all code written by one developer is reviewed by another developer before merging into the mainline codebase.
  7. The Contractor shall follow a well-defined code review process (e.g., <http://blog.fogcreek.com/increase-defect-detection-with-our-code-review-checklist-example/>) that incorporates software engineering best practices.
     + 1. **Automated Testing**
  8. The Contractor shall use Junit to create and execute automated unit testing.
  9. The Contractor shall use JMeter to create and execute automated integration tests.
  10. The Contractor shall create and execute automated CWDS Service Manager Acceptance testing to verify all user-facing functionality.
  11. The Contractor shall run tests automatically upon code merged into version control.
  12. The Contractor shall use Cobertura to measure the amount of the code that is covered by tests.
  13. The Contractor shall create and execute automated integration testing with other contractor-developed Digital Services.
  14. The Contractor shall make the bugs identified during testing available to view real-time and on a historical basis using GitHub.
      + 1. **Load Tests**
  15. The Contractor shall use JMeter to create and execute load and performance tests at regular intervals, and at each release.
  16. The Contractor shall provide a summary of all load and performance test results in GitHub.
      + 1. **Accessibility**
  17. The Contractor shall incorporate and test accessibility throughout the design and development processes (see section 508 Amendment to the Rehabilitation Act of 1973).
  18. The Contractor shall use Pa11y to conduct automated accessibility testing.
      + 1. **Issue Tracking**
  19. 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.
      + 1. **Mobile Friendly**
  20. The Contractor shall design the User Interface (UI) using responsive design.
      + 1. **Logging and Monitoring**
  21. The Contractor shall use PagerDuty to provide automated application monitoring.
  22. The Contractor shall use DataDog to provide automated infrastructure monitoring and alerting service.
  23. The Contractor shall use Logstash to provide automated system logging.
  24. The Contractor shall implement automated auditing of system and data access activities.
      + 1. **Security**
  25. The Contractor shall use [Nessus](https://hakiri.io/) Cloud to provide automated black/white box security scanning and ensure a minimal baseline of security at regular intervals, and at each release.
  26. The Contractor shall provide the results of the security scans to CWDS.
  27. The Contractor shall adhere to the HTTPS-Only Standard as outlined in <https://https.cio.gov/>.
  28. The Contractor shall adhere to the baseline moderate tailored NIST 800-53 (see Attachment III-G).
  29. The Contractor shall ensure adequate security controls using penetration testing, red teaming, etc.
      + 1. **User Authentication**
  30. The Contractor shall ensure that user authentication and authorization is integrated with CWDS’ authentication platform.
      + 1. **Build and Deployment**
  31. The Contractor shall use Jenkins to provide continuous integration of the source code into the version control system (GitHub).
  32. The Contractor shall use Gradle as the automated source code build tool to support the process of compiling source code into binary code.
  33. The Contractor shall use Jenkins to support the continuous deployment of all applications into testing and staging environments.
  34. 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:

1. Containerization using Docker.
2. Configuration Management using Ansible and Chef.
   1. 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.
   2. The Contractor shall deploy builds to the testing, staging, and CWDS-provided production environments.
      * 1. **Technology Platform Implementation**

The Contractor will extend the Technology Platform to implement business and data access services.

* 1. The Contractor shall extract the legacy Case Management business logic from the desktop VB6 thick client application and the legacy data access logic from the COBOL interface layer.
  2. The Contractor shall implement the legacy system logic in the Technology Platform.
  3. The Contractor shall ensure that system and database activity logging are compatible with methods used by CWS/CMS.
  4. The Contractor shall ensure that CWS/CMS user authentication and authorization is integrated with CWDS’ authentication platform.
  5. The Contractor shall store new data fields and tables in the PostgreSQL database.
  6. The Contractor shall develop the Technology Platform to simultaneously read and write new data fields to the new database and old data fields to the CWS/CMS databases (as appropriate).
  7. The Contractor shall develop information exchange services with external partners.
     + 1. **Database Administration (Mandatory for Vendor, Optional for State)**

The Database Administration tasks refer to tasks performed by the DB2 Database Administration role and are only applicable if the State chooses to include the option for the role in the resulting Agreement.

* 1. The Contractor shall provide System Administration support, which includes database security, configuration, troubleshooting, performance monitoring, and tuning to address performance issues and improved response times.
  2. The Contractor shall support backup and restore activities of DB2 databases used to support development and testing.
  3. The Contractor shall develop utilities to monitor and evaluate data quality.
  4. The Contractor shall develop policies and procedures relating to database and application security, including procedures that authorize, enable, change, and withdraw access.
  5. The Contractor shall coordinate testing, install and documentation of new DB2 releases and database patches.
  6. The Contractor shall conduct backups from legacy production databases, convert data from EBCDIC to ASCII, and restore to a Linux server.
  7. The Contractor shall develop training criteria, training plans, course design, handouts, and provide training and knowledge transfer to staff.

1. **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 |

## 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.

## 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 # CWS-NS Project Office, Office of Systems Integration, TBD**

**ADDRESS 1 2870 Gateway Oaks Drive**

**Sacramento, CA 95833**

**Email address:**

**Attention:**

1. **CONTRACTOR STAFF**

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

1. **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.

| **ROLE** | **MANDATORY QUALIFICATIONS** |
| --- | --- |
|  |  |
|  |
|  |
| Delivery Manager (Scrum Master) | 1. The Delivery Manager (Scrum Master) shall have at least three (3) years of FTE experience managing and delivering on at least two (2) agile software projects or platform(s) that are similar in scope to this RFO. |
| 1. The Delivery Manager (Scrum Master) shall have at least three (3) years of FTE of management experience delivering complex digital projects in an agile environment. |
| 1. The Delivery Manager (Scrum Master) shall have at least three (3) years of FTE experience serving as a client’s direct point of contact. |
| 1. The Delivery Manager (Scrum Master) shall hold a certification related to Scrum (e.g., Certified ScrumMaster® [CSM]). |
| Lead Backend Web Developer | 1. The Lead Backend Web Developer shall have at least two (2) years of FTE experience leading the development of at least two (2) projects that are similar in scope to this RFO. |
| 1. The Lead Backend Web Developer shall have at least three (3) years of FTE experience developing and deploying backend web applications in an agile environment. |
| 1. The Lead Backend Web Developer shall have at least two (2) years FTE experience in each of the following: 2. Developing web applications using Java; 3. Writing the back-ends of modern open-source web applications; 4. Developing and consuming web-based, RESTful APIs; 5. Writing web applications using a test-driven deployment approach; 6. Developing and executing automated unit, integration, and acceptance tests; and 7. Developing backend web applications that integrate with relational and non-relational database systems. |
| Backend Web Developer Team | 1. Each Backend Web Developer shall have at least two (2) years of FTE experience with delivery of complex digital projects in an agile environment. |
| 1. Each Backend Web Developer shall have at least two (2) years of FTE experience in at least one of the following, and between all team members each of the following must be covered: 2. Developing web applications using Java; 3. Writing the back-ends of modern open-source web applications; 4. Developing and consuming web-based, RESTful APIs; 5. Writing web applications using a test-driven deployment approach; 6. Developing and executing automated unit, integration, and acceptance tests; 7. Configuring and executing load and performance testing; 8. Configuring and integrating enterprise user authentication tools; 9. Developing backend web applications that integrate with relational and non-relational database systems; 10. Handling large data sets and scaling their storage; and 11. Developing backend web applications that use scalable search technology. |
| DevOps Engineer | 1. The DevOps Engineer shall have experience as a DevOps Engineer in at least two (2) Digital Service developments similar in scope to the Bidder’s proposed solution. |
| 1. The DevOps Engineer(s) shall have at least two (2) years of FTE experience with the implementation and delivery of complex digital projects in an agile environment |
| 1. The DevOps Engineer shall have at least one (1) year of FTE experience with each of the following: 2. Developing and implementing server configuration scripting; 3. Implementing configuration management tools (e.g., Ansible); 4. Implementing continuous deployment tools (e.g., Docker); 5. Implementing continuous integration tools (e.g., Jenkins); and 6. Implementing modern continuous monitoring tools. |

1. **Mandatory Optional Qualifications**

The DB2 Database Administrator (Backend Web Developer) MQs are mandatory for the Contractor to propose and cost in its offer, but are at the sole option of the State to include in the resulting contract. The Contractor must comply with all mandatory optional requirements or the Contractor’s offer will be considered nonresponsive and may be rejected. The Contractor shall provide an experienced Database Administrator (DBA) (Backend Web Developer) resource that meets all of the MQs. All experience used to meet the MQs shall have been where the staff had primary responsibility. Refer to Staff Resume Table, Attachment II-C.

| **ROLE** | **MANDATORY QUALIFICATIONS** |
| --- | --- |
| DB2 Database Administrator (Backend Web Developer) | 1. The DB2 Database Administrator (Backend Web Developer) shall have at least five (5) years of FTE experience as a DB2 Database Administrator responsible for the following:    1. DB2 database administration, DB2 database configuration, DB2 data replication, DB2 utilities, DB2 resource monitoring;    2. DB2 z/OS static and dynamic SQL; and    3. DB2 z/OS database backup, recovery, performance tuning, configuration and design. |
| 1. The DB2 Database Administrator (Backend Web Developer) shall have at least one (1) year of DB2 database administration FTE experience with DB2 v9.1 or greater on z/OS. |

1. **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 RFO are defined as follows:

| **CONTRACTOR ROLE** | **RESPONSIBILITY** |
| --- | --- |
|  |  |
| Delivery Manager (Scrum Master) | 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.  Manages one (1) 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.  Defines project needs and feeds these into the portfolio/program process to enable resources to be appropriately allocated.  Primarily responsible for:   * Delivering projects and products using the appropriate agile project management methodology, learning & iterating frequently; * Working with the State Service 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; * Ensuring that all work on this contract complies with contract terms and conditions; * Decision-making authority on behalf of Contractor’s corporate offices when necessary; and * Primary interface with the CWDS Contract Manager and shall attend status meetings and ad hoc meetings with stakeholders as required. |
| Lead Backend Web Developer | Experience leading a team of web developers using modern, open source software to prototype and deploy backend web applications, including all aspects of server-side processing, data storage, and integration with frontend development.  Primarily responsible for:   * Developing and communicating the team’s architecture and design; * Executing the Service Manager’s vision and goals; * Delivering working software at the end of a sprint; * Developing product roadmaps and backlogs; * Writing user stories; * Web development using open-source web programming languages (e.g., Ruby, Python) and frameworks (e.g., Django, Rails); * Developing and consuming web-based, RESTful APIs; * Using and working in team environments that use agile methodologies (e.g., Scrum, Lean); * Authoring developer-friendly documentation (e.g., API documentation, deployment operations); * Test-driven development; * Use of version control systems, specifically Git and GitHub; * Quickly researching and learning new programming tools and techniques; * Relational and non-relational database systems; * Scalable search technology (e.g. ElasticSearch, Solr); * Handling large data sets and scaling their handling and storage; * Using and working with open source solutions and community; and * Communicating technical concepts to a non-technical audience. |
| Backend Web Developer | Experience using modern, open source software to prototype and deploy backend web applications, including all aspects of server-side processing, data storage, and integration with frontend development.  Primarily responsible for:   * Web development using open-source web programming languages (e.g., Ruby, Python) and frameworks (e.g., Django, Rails); * Developing and consuming web-based, RESTful APIs; * Using and working in team environments that use agile methodologies (e.g., Scrum, Lean); * Authoring developer-friendly documentation (e.g., API documentation, deployment operations); * Test-driven development; * Use of version control systems, specifically Git and GitHub; * Quickly researching and learning new programming tools and techniques; * Relational and non-relational database systems; * Scalable search technology (e.g. ElasticSearch, Solr); * Handling large data sets and scaling their handling and storage; * Using and working with open source solutions and community; and * Communicating technical concepts to a non-technical audience. |
| DevOps Engineer | Experience serving as the engineer of complex technology implementations in a product-centric environment. Comfortable with bridging the gap between legacy development or operations teams and working toward a shared culture and vision. Works tirelessly to arm developers with the best tools and ensuring system uptime and performance.  Primarily responsible for:   * Deploying and configuring services using infrastructure as a service providers (e.g., Amazon Web Services, Microsoft Azure, Google Compute Engine, RackSpace/OpenStack); * Configuring and managing Linux-based servers to serve a dynamic website; * Debugging cluster-based computing architectures; * Using scripting or basic programming skills to solve problems; * Installation and management of open source monitoring tools; * Configuration management tools (e.g., Puppet, Chef, Ansible, Salt); * Architecture for continuous integration and deployment, and continuous monitoring; and * Containerization technologies (e.g., LXC, Docker, Rocket). |
| DB2 Database Administrator (Backend Web Developer) | Primarily responsible for:   * Provides technical leadership and operational expertise at the decision-making level for the implementation, architecture, design, ongoing support and maintenance of DB2 databases and related software tools; * Acts as the principal DB2 database administrator and technical resource for the design, development, and implementation of multiple DB2 tests databases and related systems; * Supports object-relational features and non-relational structures (e.g., JSON, XML); * Designs, develops, and maintains data models utilizing data modeling and code generation tools (e.g., DB2 Data Studio, Erwin Data Modeler, Sparx Enterprise Architect); * Utilizes available IBM DB2 tools (e.g., QMF and QMF for Workstation, DB2 Administration, Query Monitor, db2top, Recovery Expert, Cloning Tool, Object Comparison Tool) and other supporting tools (e.g., File AID for DB2); * Creates queries and stored procedures needed to identify and cleanse data incompatibilities between new and old environments; * Leads specification, capacity planning, monitoring and reporting activities related to database configuration and sizing per project need and expected transaction volumes; * Performs System Administration, which includes database security, configuration, troubleshooting, performance monitoring, and tuning to address performance issues and improve response times; * Facilitates direct support to application developers and testers including responding quickly to data refresh requests, reorganizing database structures as needed, and automating scheduled database maintenance at regular intervals to maximize data availability; * Conducts backup and restore of DB2 databases used to support development and testing, verifies implementation of onsite/offsite backup and recovery strategies, develops recovery procedures, supports recovery of data loss caused by user or system error, and performs offsite disaster recovery as needed; * Develops utilities to monitor and evaluate data quality. Assist with advanced SQL development guidance and tuning, including creating context relationships and stored procedures and user defined functions; * Provides first-level support in the DB2 z/OS environments managed; * Develops and applies policies and procedures relating to database and application security including procedures that authorize, enable, change and withdraw access; * Develops, documents, and implements flexible, non-restrictive standards, policies, and procedures and ensures compliance for all database platforms and related systems; * Coordinates testing, install and documentation of new releases and database patches; and * Develops training criteria, training plans, course design, handouts, and provides training and knowledge transfer to staff. |

1. **State Roles**

| **STATE ROLE** | **RESPONSIBILITY** |
| --- | --- |
| Service Manager | The 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 Platform and prioritize user stories to include in sprints and strategize release cycles. The Service Manager will be responsible for managing the Platform Product Backlog and related issues. |
| Technical Architect | The CWDS will provide one Technical Architect. The Technical Architect will be responsible for providing the overall technical vision for the CWS-NS, identifying technical standards and guidelines; and, providing technical oversight. |
| Agile Coach | The CWDS will provide one Agile Coach. The Agile Coach will ensure that Platform team is adopting agile and performing effectively. The Agile Coach will assess the culture of the team and delivery processes in place to identify improvements and facilitate these improvements with the right type of support. The Agile Coach will ensure key metrics and requirements that support the team and delivery are well defined and maintained. |

1. **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.
4. **Addition, Deletion, or Substitution of Staff**
5. 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.
6. 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.
7. The State Project Director or designee may request that Contractor replace a staff member and shall advise Contractor in writing of the basis for the request. In such event, Contractor shall provide a proposed replacement candidate’s resume within seven (7) Calendar Days of the date the requested replacement is made by the State.
8. If substituting staff is acceptable by the State and permissible by this Agreement:
   1. 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 a disposition 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.
   2. The Contractor and State Contract Manager shall negotiate a staff start time which is agreeable to both Parties.
9. 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.
10. **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.).

* + 1. **Submission of Invoices**

1. Invoices shall be submitted monthly, in arrears, not later than 30 days after the end of the billing period. Invoices must detail the labor category hours (incremental hours shall be billed to the nearest 15 or 30 minutes) with hourly rate(s), and must include the following:
2. Transmittal with the Agreement number;
3. A certification statement signed by a company official, attesting to the accuracy of the invoice data; and
4. Copies of signed timesheet(s);
5. Invoices may be submitted directly to:

Office of Systems Integration

Attn: Accounting Office

2495 Natomas Park Drive, Suite 640Sacramento, CA 95833

Or electronically via email to: [AccountsPayable@osi.ca.gov](mailto:AccountsPayable@osi.ca.gov) . Invoices submitted electronically must:

* 1. Be submitted individually. OSI will not accept multiple invoices submitted in a single email.
  2. Contain the following in the subject line:
     1. Company Name
     2. Agreement number
     3. Invoice number

c)     Be in PDF format and include all of the supporting documentation as required in this Agreement.

* + 1. **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. A sprint is defined as a two (2) week period.
   * 1. **Payment Frequency**
2. Payment shall be made after the completion and acceptance for two sprints (i.e., every four weeks) for all labor-related costs.
3. **POINTS OF CONTACT**

|  |  |
| --- | --- |
| **Contractor – Contract Manager**: | |
| Name, Title: |  |
| Address: |  |
| Phone Number: |  |
| Fax Number: |  |
| E-mail address: |  |

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

1. **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:

* 1. Office space for the duration of the Agreement, including desk, chair, desk phone, and Internet connection.
  2. Access to office building and office suite.
  3. Named software tools listed in Attachment II-S Technology Platform Tech Stack.

1. **CONTRACTOR FURNISHED ITEMS**
2. Contractor to provide primary workstation (desktop or laptop).
3. Contractor to provide all additional tools and infrastructure needed to fulfill the scope of work related to development and system test environments at no cost to the State.
4. **RESPONSIBILITIES OF PARTIES**
5. **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, CHHSA 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.
6. **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.
7. **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:

* + 1. First level, the CWS-NS Project Director.
    2. Second level, the CWDS Deputy Director.

1. **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.

1. **CALifornia department of social services background check**

In addition to the background check requirements set forth in the OSI Special Provisions (Privacy and Security Controls), prior to the commencement of work, Contractor staff having access to the System shall be required to undergo fingerprinting and a criminal records check from the Department of Justice and Federal Bureau of Investigation, at the direction of the California Department of Social Services. The State reserves the right to require that the Contractor replace staff possessing a felony conviction that:

a)      Occurred within the last seven (7) years from the date of performing work under this Contract;

b)      Was for a crime involving fraud, dishonesty, deceit, or other crime that has a reasonable nexus to the functions or duties of the position, or the information or data to which the staff will have access; and

c)      Was not judicially dismissed or ordered sealed, expunged, or statutorily eradicated.

1. **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 percent.

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | |  | 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** | |
|  | | |  | | |  |  | |  | |
|  | | |  | | |  |  | |  | |
|  | | |  | | |  |  | |  | |
|  | | |  | | |  |  | |  | |
| **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** | | | | | | | | | | |
| **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**

**OSI 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.

Information Confidentiality and Security Requirements (ICSR)

1. **Definitions***.* For purposes of this Attachment, the following definitions shall apply:
2. **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.
3. **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.
4. **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.
5. **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.

1. **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).
2. 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.
3. 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.
4. 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.
5. The Contractor shall observe the following requirements:
6. **Requirements and Guidelines**.
7. The Contractor shall classify their data pursuant to the California State Administrative Manual (SAM) 5305.5.
8. The Contractor shall comply with the following:
   * 1. The California Information Practices Act (Civil Code sections 1798 et seq.);
     2. 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);
     3. Privacy provisions of the Federal Privacy Act of 1974;
     4. California Penal Code, section 11142; and
     5. California Welfare and Institutions Code, section 10850(b).
9. 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).
10. **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:
11. **Personnel Controls**
12. ***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.
13. ***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.
14. ***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.
15. ***Background Checks.*** Prior to the commencement of work by Contractor’s staff, the Contractor shall: (1) conduct a thorough background check of each proposed staff, (2) evaluate the results, and (3) certify in writing to the State Project Director and State Contract Manager within 15 business days of Contract execution (or immediately following the addition of new staff) that there is no indication that the proposed staff may present a risk to the security or integrity of the State’s information technology systems or the data residing therein. The Contractor shall retain each staff’s background check documentation for a period of three (3) years following agreement termination. If, during the term of the Contract, the Contractor becomes aware of new or previously unknown information which may impact the staff’s suitability for the position, the Contractor shall immediately notify the State Project Director and State Contract Manager.
16. **Technical Security Controls**
17. ***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.
18. **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.
19. **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).
20. **Email Security**. All emails that include PSCI shall be sent in an encrypted method using an OSI approved solution.
21. **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.
22. **Patch Management**. All workstations, laptops, other devices, and systems that process and/or store PSCI shall have security patches applied and up-to-date.
23. **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 compromised

Password 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)

1. **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 Personally Identifiable Information (PII) or Protected Health Information (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.
2. **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**
4. ***System Timeout.*** The System shall provide an automatic timeout after no more than 20 minutes of inactivity.
5. ***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.
6. ***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.
7. ***Access Controls.*** The System shall use role based access controls for all user authentications, enforcing the principle of least privilege.
8. ***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 CHHS Security Policy – Data Encryption. Contact the Procurement Official for a copy of the CHHS Security Policy – Data Encryption.
9. ***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**

* 1. An independent security risk assessment shall be required when the Contractor is permitted access to the OSI data and systems with PCSI.
  2. 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.
  1. 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.
  2. The independent security risk assessment firm shall have references from comparable State agencies (comparable system complexity as the OSI).
  3. 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).
  4. 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.
  5. The State Project Manager or designee and the OSI ISO shall have full access to the results of the independent risk assessment.
  6. 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**

1. ***Log Reviews.*** All systems processing and/or storing PSCI shall have a routine procedure in place to review system logs for unauthorized access.
2. ***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**

1. ***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.
2. ***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**

1. ***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.
2. ***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.
3. ***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.
4. ***Removal of Data.*** PSCI shall not be removed from the premises of the Contractor except with express written permission of the OSI.
5. ***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.
6. ***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.

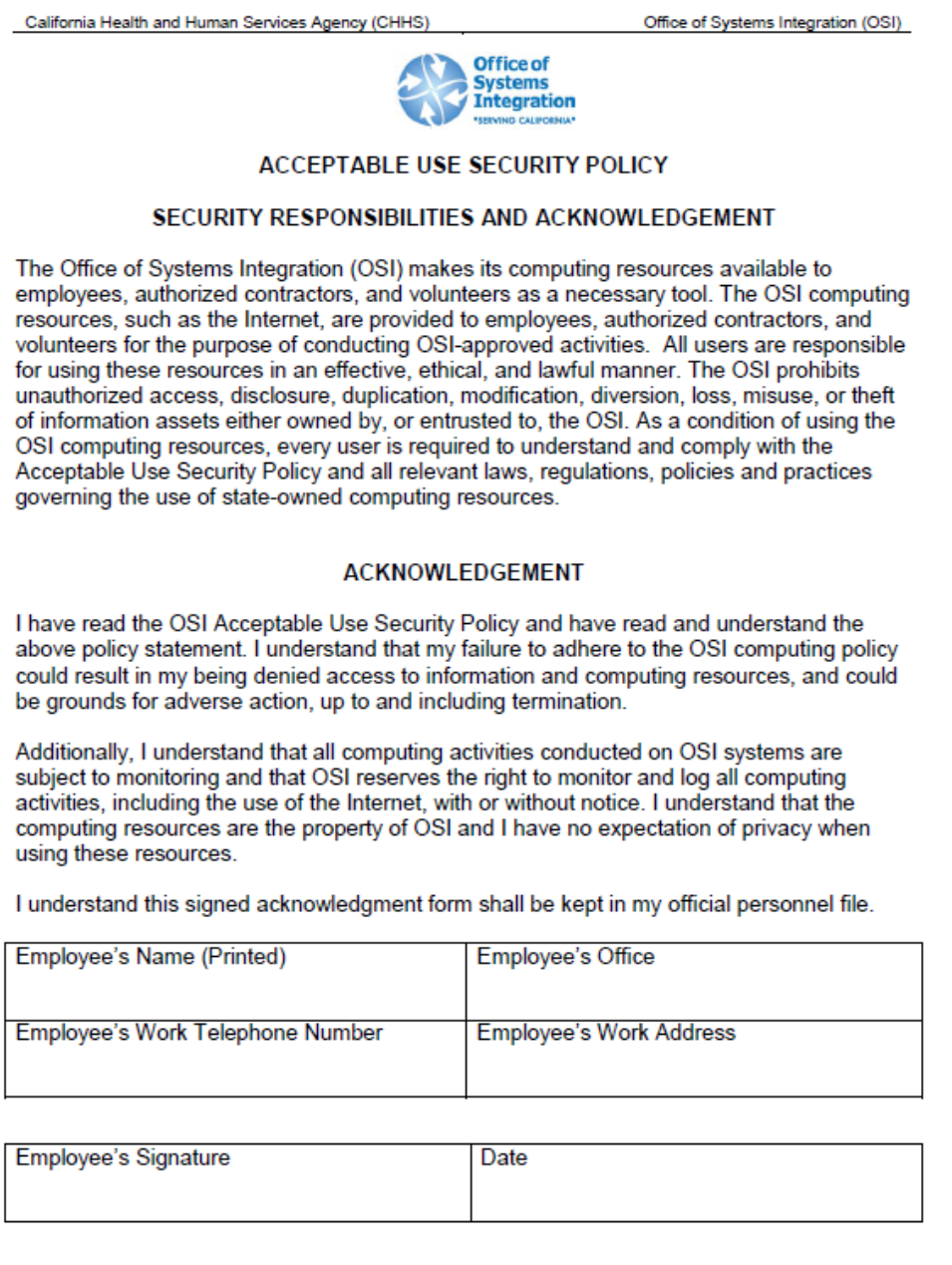
8) **Physical Transport of Paper/Electronic Data/Media**

1. 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. The Contractor 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.
2. 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**.
3. **CA Public Records Act**.The Contractor shall work cooperatively with the State to respond timely and correctly to public records requests.
4. **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.
5. **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.
6. 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.
7. The Contractor shall retain each employee’s/volunteer’s written certifications for the OSI inspection for a period of three years following agreement termination.
8. **Breaches**.
9. **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](mailto:osiinfosecurity@osi.ca.gov). The Contractor shall take:
10. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
11. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
12. **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:
13. What data elements were involved and the extent of the data involved in the breach,
14. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PSCI,
15. A description of where the PSCI is believed to have been improperly transmitted, sent, or utilized,
16. A description of the probable causes of the improper use or disclosure; and
17. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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](mailto: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](mailto:osiinfosecurity@osi.ca.gov)  Telephone: (916) 263-0744 or  (916) 825-9213 |

1. **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**

**OSI ACCEPTABLE USE SECURITY POLICY**

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**ATTACHMENT III-D**

**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:

1. Classify their data pursuant to the California State Administrative Manual (SAM) 5305.5;
2. 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;
3. Modify these special provisions through the SOW and/or SLA to meet the needs of each acquisition.

**1. Definitions**

1. “**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.
2. “**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.
3. “**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).
4. “**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.
5. “**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.
6. “**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.
7. “**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,

1. The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
2. 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.
3. 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.
4. 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,

1. The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
2. 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.
3. 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:**

1. 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:
2. The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Agreement;
3. Compliance with the following:
   * 1. The California Information Practices Act (Civil Code Sections 1798 et seq.);
     2. 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);
     3. 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
     4. Privacy provisions of the Federal Privacy Act of 1974;
4. 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.
5. 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.
6. 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.
7. The Contractor assumes responsibility for the security and confidentiality of the Data under its control.
8. 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.
9. 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:**

1. 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”).
2. The Transition Period may be modified in the SOW or as agreed upon in writing by the parties as an amendment to this Agreement.
3. During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.
4. 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.
5. 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.
6. 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,

1. 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 twelve (12) to twenty-four (24) hours after the Contractor reasonably believes there has been such a Data Breach. The Contractor’s notification shall identify:
2. The nature of the Data Breach;
3. The Data accessed, used or disclosed;
4. The person(s) who accessed, used, disclosed and/or received Data (if known);
5. What the Contractor has done or will do to quarantine and mitigate the Data Breach; and
6. What corrective action the Contractor has taken or will take to prevent future Data Breaches.
7. 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.
8. 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.
9. 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.
10. 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,

1. 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, Contactor 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.
2. 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.
3. 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:

1. 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.
2. 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.
3. 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-E**

**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:**

1. 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 b~~e~~ 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.
2. **[DELETED]**
3. Unless otherwise specified in the Statement of Work:
   1. The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
   2. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises
      1. 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
   3. on products other than as specified by the Contractor, or (C) misuse by the State.
   4. 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.
4. 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.
5. Except as may be specifically provided in the Statement of
   1. Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State’s exclusive
   2. remedy and the Contractor’s sole obligation will be limited to:
   3. re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation
   4. an infringing Deliverable) or service; or
   5. 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.”
6. 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 certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers’ compensation policy.

**21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

1. 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.
2. 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:
   1. issue a Stop Work order for this Contract or the portion affected thereby;
   2. issue a Work Authorization to the extent the State determines is necessary; or
   3. 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.
3. 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.
4. 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 W HICH 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 DAM AGE 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 inaccordance 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 SOFTW ARE 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 otherDeliverables 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,](http://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 REQUIRMENTS:** 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).).

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. [↑](#footnote-ref-2)