

# State of California

## Department of Corrections and Rehabilitation



### Request for Proposal (RFP) 09-018-ITS

### Strategic Offender Management System (SOMS)

### Independent System Integrator Functional and Technical Assessment (SIFTA) Services

You are invited to review and respond to this Request for Proposal (RFP). To submit a Proposal for services, you must comply with the instructions contained in this document. By submitting a Proposal, your firm agrees to the terms and conditions stated in this RFP, Bidder's response, the California Prison Health Care Services (CPHCS) Special Provisions, and the State's General Provisions – Information Technology (GSPD-401IT) and applicable Information Technology (IT) contract modules.

Please read the attached document carefully. All Proposals are due no later than Friday, December 4, 2009, at 3:00 p.m. Pacific Time (P.T.), and must be clearly labeled as required in Section II.C.5.

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## **I. Introduction and Overview of Requirements**

### **I.A. Purpose of Request for Proposal**

The purpose of this Request for Proposal (RFP) is to solicit Proposals from qualified firms or companies to provide Systems Integration Functional and Technical Assessment (SIFTA) services through development of the Strategic Offender Management System (SOMS).

#### **I.A.1. Period of Performance**

The anticipated contract term is from January 29, 2010 through January 29, 2014, or forty-eight months (i.e., 4 years) from contract start date. The State reserves the option to extend the contract for one additional twelve-month period (i.e., 1 year) at the same deliverable cost proposed on Bidder's Cost Table (Section VIII).

### **I.B. Background**

In 2005, as a consequence of the California Performance Review, Governor Arnold Schwarzenegger created the California Department of Corrections and Rehabilitation (CDCR) by merging of the California Department of Corrections (CDC), now known as the Division of Adult Operations and Adult Programs (AOAP), with the California Youth Authority (CYA), now known as the Division of Juvenile Justice (DJJ).

The CDCR mission is as follows:

*"We enhance public safety through safe and secure incarceration of offenders, effective parole supervision, and rehabilitative strategies to successfully reintegrate offenders into our communities."*

This task also includes management of both adult and juvenile offenders.

The CDCR employs over 50,000 staff and administers programs involving education, substance abuse treatment, and vocational training to promote rehabilitation, and reduce recidivism. The CDCR recently completed a business analysis finding that CDCR lacks an integrated offender case management system to fulfill its mission.

To facilitate administration of its programs, CDCR utilizes various automated systems. In the early 1970s, the CYA implemented the Offender Based Information Tracking System (OBITS) to track juvenile offender movement and activities, record demographic and commitment data, and capture jurisdiction and confinement history. In 1976, CDC implemented the Offender Based Information System (OBIS), to maintain adult offender commitment/sentence information, calculate release dates,

and track: offender location, demographic information, "Want" information, and other offender data management.

In 1984, CDC implemented the Distributed Data Processing System (DDPS) to capture and store custody-related offender information needed to manage prison operations involving inmate rosters and movements, transportation, job assignments, and visits. Similarly, in 1995, the CYA developed the Ward Information Network (WIN) to support its current operational activities.

The CDCR operates a multitude of non-integrated, stand-alone automated systems to track offenders and manage data. Data management, however, requires appropriate information technology (IT) infrastructure and there is a lack of IT infrastructure within the prison system.

As a result of a 2001 class action lawsuit against the State of California over the quality of medical care in the State's prison system, United States District Court Judge Thelton E. Henderson appointed the Receivership. The Receivership is a non-profit organization created to house activities of the federal Receiver of California's Prison Health Care Services (CPHCS). All activities of the Receivership have one common mission: reduce unnecessary morbidity and mortality; protect public health by providing patient-inmates timely access to safe, efficient medical care; and coordinate the delivery of medical care with mental health, dental and disability programs.

The growing inmate population combined with an imminent need to maintain detailed healthcare information requires a more sophisticated method of record keeping than CDCR currently employs. Appropriate medical, mental health, and dental service delivery is dependent on up-to-date and accurate offender demographics, location and centralized scheduling and tracking. However, there is no single source for offender data. CDCR offender records exist in multiple locations and are maintained in varying media. Much of the inmate data is contained only in paper files. Indeed, inmate records are often incomplete and contain conflicting data.

The Strategic Offender Management Systems (SOMS) is currently under development by CDCR. The Receiver has determined that, rather than develop and implement a stand-alone inmate tracking and scheduling system for use in the medical care, mental health care, dental care, and disability access programs in the State prisons, the CPHCS will integrate the healthcare tracking and scheduling system into the inmate tracking database to be developed and implemented through the SOMS project.

The SOMS will provide an automated system to replace manual paper files and improve and standardize adult and juvenile population management practices enterprise-wide. It will also consolidate the functionality of multiple existing inmate and parole automated systems into a single

integrated solution with an enterprise database. SOMS includes both adult and youth systems. Integrating the medical care tracking system into SOMS will result in a fully functional integrated, single tracking system that will permit access to inmate data and demographic information.

The CDCR seeks Proposals from qualified firms or companies for independent SIFTA services. Please note that given the independent nature of services being solicited via this RFP, the current SOMS System Integrator (SI) is precluded from submitting a Proposal.

Additional information on background and current systems is available in the CDCR Reference Library/Bidders' Library located at <http://www.cdcr.ca.gov/DoingBusiness/SOMS/index.html>.

### **I.C. RFP Overview**

An overview of this RFP is provided below to assist Bidders in understanding the requirements of this RFP and to locate specific information.

- 1 Section II – Competition Process – defines bidding requirements and conditions, and specific procurement steps.
- 2 Section III – Administrative Requirements – defines administrative requirements and includes qualifications and responsibilities for the Bidder.
- 3 Section IV – Bidder Qualifications – provides requirements for Bidder's Key Staff and Subject Matter Experts (SME).
- 4 Section V – Tasks and Deliverables – provides SIFTA tasks, deliverables, and delivery dates.
- 5 Section VI – Proposal Format – prescribes mandatory Proposal format and approach for development and submittal of bid data.
- 6 Section VII – Proposal Evaluation – defines method to be applied in evaluation of Proposals.
- 7 Section VIII – Cost Worksheet – provides instructions for cost table that Bidders must submit with their Proposal.

### **I.D. Project Manager**

The CDCR Project Manager (PM) and the mailing and physical addresses to send all correspondence related to this RFP are as follows:

**Table I.1: Procurement Addresses**

<b>Mailing Address (for U.S. Postal Service):</b>
Leisa Rackelmann, Project Manager SOMS Project 1920 Alabama Ave. Rancho Cordova, CA 95742
<b>Physical Delivery Address (for non U.S. Postal Service mail):</b>
Leisa Rackelmann, Project Manager SOMS Project 1920 Alabama Ave. Rancho Cordova, CA 95742
Phone: (916) 358-2201 Email: <a href="mailto:Leisa.Rackelmann@cdcr.ca.gov">Leisa.Rackelmann@cdcr.ca.gov</a>

**I.E. Designated Contact Person**

Correspondence directed to a Bidder will be given only to the designated contact person. Bidders will submit Attachment B (Designation of Official Contact Person) to the Project Manager identified in Section I.D., above. It shall be the Bidder’s responsibility to immediately notify the Project Manager, in writing, regarding any revisions to information involving the designated contact person. The CDCR shall not be responsible for Proposal correspondence not received by the Bidder if Bidder fails to notify the Project Manager, in writing, about any change(s) concerning the designated contact person.

Attachment B (Designation of Official Contact Person) also provides for the names of individuals authorized by the Bidder to communicate with CDCR concerning this RFP.

**I.F. Key Action Dates**

Listed below are the key action dates and times by which Bidder actions must be taken or completed. If the State finds it necessary to change any of these dates prior to submission of the Proposals, it will be performed via an addendum to this RFP.

Other than implementation (ready-for-use) dates, all dates after the Proposal submission deadline are approximate and may be adjusted as conditions indicate without addendum to this RFP.

**Table I.2: SIFTA Key Action Dates**

	Action	Date/Time
1.	Release of RFP CDCR 09-018-ITS	10/26/2009
2.	LAST DAY to submit questions for clarification of RFP CDCR 09-018-ITS	11/02/2009 – by 3:00 p.m., Pacific Time (PT)
3.	Bidders Conference – location to be identified	11/09/2009 – 9:00 a.m. to 12:00 p.m.
4.	Proposal Due Date	12/04/2009 – by 3:00 p.m., Pacific Time (PT)
5.	Interviews (Confidential Discussions) with Individual Bidders	12/14/2009 – 12/18/2009
6.	Contract Award	12/29/2009
7.	Contract Execution	(on or before) 01/29/2010

**I.G. Bidders Library**

The State will maintain a Bidders’ Library containing the items or links to items listed in this RFP. Bidders will be able to download copies of documents through the procurement website: <http://www.cdcr.ca.gov/DoingBusiness/SOMS/index.html>. All Bidders should review the Bidders’ Library documents and Internet links.

**II. Competition Process**

**II.A. RFP Requirements**

**II.A.1. Requirements**

The State has established certain requirements with respect to Proposals submitted by Bidders. For purposes of this solicitation, the words “bid” and “Proposal” are interchangeable.

The use of "shall", "must", or “will” (except to indicate simple futurity) indicates a condition from which a deviation, if not material, may be waived by the State. A deviation from a requirement is material if the response is not in substantial accord with RFP requirements; provides an advantage to one Bidder over other Bidders; or has a potentially significant effect on the delivery, quantity, or cost to the State. Material deviations cannot be waived.

The words “should” or “may” indicate desirable attributes or conditions, but are non-mandatory in nature. The deviation from or omission of such a desirable feature even if material will not in itself cause rejection of the bid.

## **II.B. RFP Documents and Conditions**

### **II.B.1. General**

A Bidder's Proposal is an irrevocable offer for ninety (90) calendar days following the scheduled date for contract award specified in Section I.A.1 (Period of Performance) and Section I.F. (Key Action Dates), Table 1.2, Action #7 (Contract Execution). A Bidder may extend the offer in the event of a delay of contract award.

Refer to RFP Section I.F. (Key Action Dates) to determine which steps are included in this RFP.

### **II.B.2. RFP Documents**

This RFP includes: an explanation of the State's needs that must be met, instructions that prescribe the format and content of bids to be submitted, and model contract to be executed between the State and the successful Bidder.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error(s) in this RFP, Bidder shall immediately notify the RFP Project Manager of such error, in writing, and request clarification or modification of the document. Modifications will be made by addenda in accordance with RFP Section II.B.5 (Addenda) below. Clarifications shall be given by written notice to all solicited parties without divulging the source of request.

If this RFP contains an error known to Bidder, or an error that reasonably should have been known, Bidder shall bid at its own risk. If Bidder fails to notify the State of the error prior to the fixed date for submission of bids and is awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **II.B.3. Examination of Work**

The Bidder should carefully examine the entire RFP, and any addenda thereto, and all related materials and data referenced in this RFP or otherwise available to the Bidder. Bidders should become fully aware of the nature and location of the work, the quantities of work, and conditions to be encountered in performing the work. Specific conditions to be examined are listed in RFP Section III (Administrative Requirements).

### **II.B.4. Questions Regarding RFP**

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions that are clearly marked "Questions

Relating to RFP CDCR-09-018-ITS", to the Project Manager identified in Section I.D. Questions and answer sets will be provided to all Bidders without identifying submitters.

A Bidder who desires clarification or further information on the content of this RFP, but whose questions relate to the proprietary aspect of that Bidder's Proposal and which, if disclosed to other Bidders, would expose that Bidder's Proposal, may submit such questions in the same manner as above, but marked "CONFIDENTIAL". The Bidder must explain why any questions are sensitive in nature. If the State agrees that disclosure of the question or answer would expose the proprietary nature of the Proposal, the question will be answered and both the question and answer shall be kept in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the Bidder will be notified.

#### II.B.5. Addenda

The State may modify this RFP prior to Proposal due date by issuance of an addendum to all parties participating in this procurement. Addenda will be numbered consecutively.

### **II.C. RFP Steps**

#### II.C.1. General

The procurement process to be used in this solicitation consists of: Questions and Answers relating to RFP, Bidders Conference, Proposal submission date, Interviews (i.e., Confidential Discussion), Contract Award and Contract Execution. Refer to Section I (Introduction and Overview of Requirements) to review the steps included in this RFP. It is Bidder's obligation to observe all scheduled steps of this procurement.

#### II.C.2. Bidders' Conference

A Bidders' Conference will be held to discuss the content of this RFP and process for procuring SIFTA services. Notification of time and place of the conference will be made by posting the information at least five (5) working days prior to Bidders' Conference at <http://www.cdcr.ca.gov/DoingBusiness/SOMS/index.html>.

Written questions received prior to the cutoff date for submission of questions will be answered at the conference without disclosing the source of inquiry.

The State may also accept verbal questions during the conference and will attempt to provide answers prior to conclusion of the conference. If questions asked cannot be adequately answered during the conference,

written answers will be subsequently provided with questions. Verbal answers shall not be binding on the State.

### II.C.3. Bidder's Proposal

Bidder's Proposal must be complete including, but not limited to, all cost information and required signatures as noted by the State in this RFP.

### II.C.4. Confidentiality

Proposals are public upon opening; however, the contents of all Proposals, correspondence(s), agenda, memoranda, working papers, or any other medium that discloses any aspect of a Bidder's Proposal shall be held in confidence until contract award. Bidders should be aware that marking a document "CONFIDENTIAL" or "PROPRIETARY" in a final bid will not keep that document from being released after contract award, as part of the public record, unless a court of competent jurisdiction has ordered the State not to release the document. The content of all working papers and discussions relating to Bidder's Proposal shall be held confidential indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement or evaluation of the bid. Any disclosure of confidential information by a Bidder is a basis for rejecting that Bidder's Proposal and ruling Bidder ineligible to participate further. Any disclosure of confidential information by a State employee is a basis for disciplinary action, including dismissal from State employment, as provided by Government Code Section 19570 et seq.

### II.C.5. Submission of Proposal

The instructions contained herein apply to Bidder's Proposal.

#### II.C.5.a. Preparation:

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

#### II.C.5.b. Bidder's Cost:

Costs for developing Proposals are the responsibility of the Bidder and shall not be chargeable to the State.

#### II.C.5.c. Completion of Proposals:

Proposals must be complete in all respects as required by RFP Section VI

(Proposal Format). A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The Proposal must contain all costs required by Section VI (Proposal Format) and Section VIII (Cost Worksheet), setting forth a unit price for each sub-deliverable (e.g., sub-deliverable 5.1), and sub-total price for each deliverable category (e.g., sub-deliverable 5.1 through 5.15), all in clearly eligible figures.

II.C.5.d. False or Misleading Statements:

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

II.C.5.e. Signature of Proposal:

A cover letter (which shall be considered an integral part of the Proposal) and Standard Agreement (STD 213) shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature must indicate the title or position that the individual holds in the firm.

An unsigned Proposal shall be rejected.

II.C.5.f. Delivery of Proposals:

Bidders shall mail or personally deliver Proposals to the Project Manager listed in Section I.D. If mailed, the State recommends that Bidders use certified or registered mail with return receipt requested.

Proposals must be received in the number of copies stated in RFP Section VI (Proposal Format) and not later than the date and time specified in Section I.F. (Key Action Dates). One copy must be clearly marked "Master Copy." All copies of Proposals must be under sealed cover and plainly marked "REQUEST FOR PROPOSAL" for "RFP CDCR-09-018-ITS". A "Master Copy" not submitted under sealed cover will be rejected. Proposals submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the Proposal, the Proposal may be rejected. However, if not so rejected, the Master Copy will provide the basis for resolving such discrepancies. If one copy of the Proposal is not clearly marked "Master Copy", the State may reject the bid; however, the State may at its own option select, immediately after bid opening, one copy to be used as the Master Copy.

Proposals not received by the date and time specified in Section 1.F. (Key Action Dates) will be rejected.

#### II.C.5.g. Withdrawal and Resubmission/Modification of Proposals:

A Bidder may withdraw its Proposal at any time prior to submission date and time specified in Section I.F. (Key Action Date), by submitting written notification of withdrawal signed by the Bidder authorized in accordance with RFP Section II.C.5.e (Signature of Bid). The Bidder may thereafter submit a new or modified Proposal prior to Proposal submission. Modification(s) offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the time designated for receipt.

#### II.C.5.h. Rejection of Proposals:

The State may reject any and all Proposals and may waive any immaterial defect in a Proposal. The State's waiver of any immaterial deviation or defect shall in no way modify RFP documents or excuse Bidder from full compliance with RFP specifications if awarded the contract.

#### II.C.6. Evaluation and Selection Process

##### II.C.6.a. General:

Proposals will be evaluated according to the procedures contained in RFP Section VII (Proposal Evaluation). Special instructions and procedures apply to all Proposals.

##### II.C.6.b. Evaluation Questions:

During the evaluation and selection process, the State may desire the presence of a Bidder's representative for answering specific questions orally and/or in writing.

##### II.C.6.c. Interviews (Confidential Discussions):

The State will conduct oral interviews of at least the two top scoring Bidders. Bidder's Key Staff or Subject Matter Experts (SMEs) must be available to participate in these interviews. Interviews will be conducted in accordance with the Key Action Dates specified in Section 1.F., Table 1.2, and Section VII.E.1 (Interviews).

##### II.C.6.d. Errors in the Proposal:

An error in the Proposal may cause rejection of that bid; however, the State may at its sole option retain the Proposal and make certain corrections.

In determining if a correction will be made, the State will consider the conformance of the bid to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

1. If the Bidder's intent is clearly established based on review of the

Proposal submittal, the State may at its sole option correct an error based on that established intent.

2. The State may at its sole option correct obvious clerical errors.
3. The State may at its sole option correct discrepancy and mathematical errors on the basis that, if intent is not clearly established by the Proposal, the Master Copy shall have priority over additional copies, the bid narrative shall have priority over the contract, the contract shall have priority over the cost sheets, and within each of these, the lowest level of detail will prevail. If necessary, the mathematical and/or clerical errors will be corrected accordingly even if the lowest level of detail is obviously misstated. The total price of deliverable items will be the product of the sub-deliverable price and the quantity of units per deliverable. If the deliverable price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the total price of deliverables by the quantity of tasks (i.e., sub-deliverables).
4. The State may at its sole option correct errors of omission, and in the following four situations, the State will take stated actions if Bidder's intent is not clearly established by the complete bid submittal.
  - a. If deliverable is described in the narrative and omitted from the contract and cost data provided in the bid for evaluation purposes, it will be interpreted to mean that the deliverable will be provided by the bidder at no cost.
  - b. If a deliverable is not mentioned at all in Bidder's proposal, the bid will be interpreted to mean that the Bidder does not intend to perform that deliverable.
  - c. If a deliverable is omitted, and the omission is not discovered until after contract award, the Bidder shall be required to perform that deliverable at no cost.
5. If a bidder does not follow the instructions for computing cost, the State may reject the bid or at its sole option re-compute such costs based on the instructions above (i.e. Section II.C.6.d.4.).

If the re-computations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to Bidder or in a requirement of the Bidder to supply a deliverable at no cost, the Bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its bid prior to contract execution.

It is essential that Bidders carefully review the cost elements in their Proposal, since they will not have the option to change them after the time for submittal.

#### II.C.7. Award of Contract

Award of contract, if made, will be in accordance with RFP Section VII (Proposal Evaluation) to a responsible and responsive Bidder whose Proposal complies with all RFP requirements and any addenda thereto, except for immaterial defects as may be waived by the State.

### **II.D. Contractual Information:**

#### II.D.1. Contract Form

The State has model contract language (i.e., modules) to be used by State agencies when contracting for Information Technology (IT) services or goods and services. The model contract language appropriate for this RFP is attached and will be incorporated by reference in the ensuing agreement.

#### II.D.2. Term of Contract

The State intends to contract for SIFTA services from January 5, 2010 through January 5, 2014, or forty-eight months (i.e., 4 years) from contract start date. The State reserves the option to extend the contract for one additional twelve-month period (i.e., 1 year) at the same deliverable cost proposed on Bidder's Cost Worksheet (Section VIII).

#### II.D.3. Termination

CDCR reserves the right to terminate the Agreement in accordance with the terms and conditions of the State's IT General Provisions (GSPD 401IT), effective 04/12/2007, and Exhibit B (Budget Detail and Payment Provisions), Item 3 (Budget Contingency Clause).

### **III. Administrative Requirements**

#### **III.A. Introduction**

This section defines the Administrative requirements for the SIFTA RFP.

Bidders must adhere to all of the following administrative requirements of this RFP to be responsive:

- 1 Schedule specified in Section I.F. (Key Action Dates);
- 2 Rules governing competition process as specified in Section II (Competition Process);
- 3 Format instructions as specified in Section VI (Proposal Format);
- 4 Completion of cost information as specified in Section VIII (Cost Worksheet); and
- 5 Administrative requirements of this section.

Unless otherwise specified, the Bidder need only respond once to an Administrative Requirement.

The State has the option of requesting from Bidder any information that the State deems necessary to determine Bidder's capabilities (i.e., knowledge, experience, etc.) if, during the evaluation process, the State is unable to confirm Bidder's ability to perform under the contract. The State may also confirm Bidder's ability to perform under the contract during any interview (i.e., confidential discussions) that may be held at the State's discretion.

NOTE: It is the responsibility of the Bidder to submit sufficient information to the State to determine compliance with all administrative requirements. If additional information is required, the Bidder will be notified, in writing, and may be permitted five (5) working days to submit the information requested.

If the additional information supplied by Bidder and/or others is insufficient to satisfy the State as to the ability of the Bidder to perform successfully under the contract, the State in its sole discretion may ask for additional information or reject the bid.

### **III.B. Bidder Declaration**

The Bidder must complete and submit the Attachment F (Bidder Declaration Form) with the Final Proposal. See Section III.G. (Administrative Requirements Response Matrix).

#### **III.B.1 General**

If Bidder's proposed services involve use of subcontractors, any subcontractor proposed for a portion of the contract that exceeds ten percent (10%) of the total cost must also comply with all administrative requirements that are applicable with the portion of work being delegated to the subcontractor.

It is the intent of the State to evaluate Bidder's capability to successfully execute the requirements contained in this RFP. For this reason, the Bidder must provide as part of its Proposal, evidence of the required capability and experience in the format specified.

### **III.C. Disabled Veteran Business Enterprise (DVBE) Participation Requirement**

The Bidder must fully comply with State of California DVBE Participation Program requirements. Refer to the DVBE Resource Packet and DVBE participation requirements documentation contained in the section entitled "DVBE Participation Program" on the California Department of General Services (DGS) Small Business and DVBE website at <http://www.pd.dgs.ca.gov/smbus>.

The Office of Small Business and Disabled Veteran Business Enterprise (DVBE) Services (OSDS) Certification offers program information and may be contacted at:

Office of Small Business and Disabled Veteran Business Enterprise  
(DVBE) Services (OSDS)  
Business and DVBE Certification  
707 Third Street, 1st Floor, Room 400  
West Sacramento, CA 95605

Homepage: <http://www.pd.dgs.ca.gov/smbus>  
24-hour information and document request system: (916) 322-5060  
Receptionist: (916) 375-4940 Fax: (916) 375-4950

For this procurement, the State has a DVBE goal of three percent (3%) of the total contract dollar value as listed for each contract.

A copy of STD. 840 (Documentation of DVBE Program Requirements) and STD. 843 (DVBE Declaration), if applicable, must be included in the Final Proposal. (See Exhibit III-C: DVBE Participation Program Compliance Options.)

If the STD 840 (Document of DVBE Program Requirements), STD 843 (DVBE Declaration), and Bidder's declaration claim to meet the DVBE goal, the Bidder shall identify a percentage figure of three percent (3%) or more representing the rate of participation rather than an actual dollar figure. No actual dollar figures should appear on the Bidder Declaration.

Bidders must agree to provide notification to DVBE Subcontractors immediately after an award is announced by the State.

#### **III.C.1. DVBE Incentive Program**

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to Bidders who provide DVBE participation. For contract award evaluation purposes only, the State shall apply an incentive to such Proposals. The incentive amount for awards is based on the amount of DVBE participation obtained. The incentive is only given to

those Bidders who are responsive to the DVBE Program Requirement and propose DVBE participation in the resulting contract. See RFP Section VII (Proposal Evaluation) for details on application of the incentive during Proposal evaluation.

If the Bidder proposes to use a DVBE firm(s) to meet, exceed or partially meet the DVBE goal, the Bidder must complete the STD 840, the STD 843 (DVBE Declaration), and GSPD 05-105 (Bidder Declaration) to be eligible to receive the DVBE incentive benefit. These forms allow the Bidder to identify all subcontractors and indicate whether the Bidder or any subcontractors are a DVBE, and for DVBE subcontractors, their proposed contract function and corresponding percentage of participation.

See Section III.G. (Administrative Requirements Response Matrix).

### **III.D. Small Business Preference**

#### **III.D.1. Small Business Regulations**

The Small Business Regulations located in Title 2, California Code of Regulations (CCR), Section 1896 et seq., concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 09/09/2004. The new regulations can be viewed at: <http://www.pd.dgs.ca.gov/smbus>. Access the regulations by clicking on "Small Business Regulations" in the right sidebar. For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Certification at (916) 375-4940.

#### **III.D.2. Non-Small Business Subcontractor Preference**

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation.

#### **III.D.3. Small Business Nonprofit Veteran Service Agencies (SB/NVSA)**

SB/NVSA prime Bidders meeting the requirements specified in the Military and Veterans Code Section 999.50 et seq., and obtaining a California certification as a small business are eligible for the five percent (5%) small business preference.

#### III.D.4. Claiming Small Business Preference

All Bidders must complete and submit the Small Business Certification Form if claiming the Small Business Preference.

If claiming the non-small business subcontractor preference, the Bidder Declaration Form (Section III.B, Bidder Declaration) must list all of the California certified small businesses that you commit to subcontract with in an amount of at least twenty-five percent (25%) of the net bid price. All certified small businesses must perform a “commercially useful function” in performance of the contract as defined in Government Code (GC) Section 14837(d)(4). See Section III.G. (Disabled Administrative Requirements Response Matrix).

#### III.D.5. Small Business Certification

Bidders claiming the 5% preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small business. Completed certification applications and required support documents must be submitted to the Office of Small Business and Disabled Veteran Business Enterprise (DVBE) Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted. Small Business Nonprofit Veteran Service Agencies (SB/NVSA) claiming the Small Business Preference must possess certification by California prior to the day and time bids are due. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

#### III.D.6. Commercially Useful Function

If the Bidder is a certified California small business, or is claiming to use subcontractors and/or using certified California small businesses, in accordance with Assembly Bill 669, the Bidder must address specific aspects of the legislation that requires subcontractors and/or certified small businesses to perform a commercially useful function as defined by Government Code Sections 14837, 14838.6, 14839, 14842, and 14842.5.

The company must provide written signed documentation that:

- 1 The company is responsible for the execution of a distinct element of the work of the Contract;
- 2 The company carries out its obligation by actually performing, managing or supervising the work involved;
- 3 The company performs work that is normal for your business services and functions; and

- 4 The company is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices

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

At the State's option during the Proposal evaluation process, the State may request Bidders to submit additional written clarifying information. Failure to submit the requested written information may be grounds for Proposal rejection. See Section III.G. (Administrative Requirements Response Matrix).

### **III.E. Payee Data Record**

Bidder's Final Proposal submission must contain a fully executed copy of a Payee Data Record (STD. 204). See Section III.G. (Administrative Requirements Response Matrix).

### **III.F. Business Practice Requirements**

#### III.F.1. Nondiscrimination of Compliance Statement

Bidder's Final Proposal must contain a completed Nondiscrimination of Compliance Statement (STD. 19) certifying that Bidder is compliance with Government Code (GC) Section 12990 (a-f) and the California Code of Regulations (CCR), Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a nondiscrimination program. See Section III.G. (Administrative Requirements Response Matrix).

#### III.F.2. Americans with Disabilities Act (ADA) Compliance Statement

To meet and carry out compliance with the non-discrimination requirements of Title II of the Americans with Disabilities Act (ADA), it is the policy of the State of California to make every effort to ensure that its programs, activities, employment opportunities, and services are available to all persons, including persons with disabilities.

Bidders Final Proposal must contain a signed Certification of Compliance with the Americans with Disabilities Act of 1990 form that indicates compliance with the ADA. See Section III.G (Administrative Requirements Response Matrix).

### III.G. Administrative Requirements Response Matrix

The following matrix is provided to assist Bidder in meeting the requirements contained in this RFP and for the State’s use to identify the location of Bidder’s response to each requirement.

Bidders should read the detail regarding each Proposal item and its particular requirements. Bidders should not depend on the brief summary given to each requirement on this matrix.

A “YES” response indicates that Bidder agrees to adhere to the requirement as stated in this RFP. Any requirement marked “NO” indicates that the Bidder does not agree to the requirement.

Attach. Num.	Requirement	Reference
F	<u>Bidder Declaration</u> - The Bidder must complete and submit the Exhibit III-B: Bidder Declaration Form with the I Final Proposal.	
	<i>Bidder Response Detail:</i>	
B	<u>Disabled Veteran Business Enterprise (DVBE) Participation</u> – The Bidder must comply with the DVBE requirements of the procurement.	
	<i>Bidder Response Detail:</i>	
C	<u>Small Business Preference</u> - Bidders wishing to take advantage of this preference must comply with the Small Business Preference requirements and provide all required documentation.	
	<i>Bidder Response Detail:</i>	
D	<u>Payee Data Record</u> - Bidder must provide the State a fully executed copy of Exhibit III-E: STD 204, Vendor Data.	
	<i>Bidder Response Detail:</i>	
E	<u>Nondiscrimination Compliance Statement</u> - Bidder must provide the state a completed Nondiscrimination Compliance Statement provided in Exhibit III-F: Non-Discrimination Compliance Statement	
	<i>Bidder Response Detail:</i>	
G	<u>Americans with Disabilities Act (ADA) Compliance Statement</u> - Bidder must indicate compliance with the Americans with Disabilities Act by signing the form provided in Exhibit III-G: Certification of Compliance with the Americans with Disabilities Act of 1990.	
	<i>Bidder Response Detail:</i>	

## **IV. Bidder Staff Requirements**

### **IV.A. Key Staff**

Key Staff are mandatory staff expected to be provided by Bidder on a full-time basis for the duration of the SOMS Project. It is imperative that responses to Key Staff and Subject Matter Expert (SME) requirements be unambiguous with a direct cross-walk from the requirements to the Key Staff resume or biographical write-up(s).

#### **I.V.A.1 SIFTA Team Lead**

Bidders proposed SIFTA team lead shall have all of the following:

1. Experience providing expert team lead services of similar size and scope to SOMS project;
2. Experience leading a team of five (5) or more personnel on a State of California multi-year Information Technology (IT) Project;
3. Knowledge of and experience with project management disciplines including risk management, organizational change management, issue management, project scheduling, and scope management;
4. Knowledge of and experience with technology management disciplines, including configuration management, software change management, and release management; and
5. Experience on statewide correctional or law enforcement IT system implementations projects.

#### **I.V.A.2. SIFTA Functional Lead**

Bidders proposed SIFTA functional lead shall have all of the following:

1. Experience providing expert functional lead services of similar size and scope to SOMS project;
2. Expert knowledge of business process (i.e., change) management;
3. Experience with business process modeling;
4. Experience providing expert functional lead services on a public sector IT project;
5. Significant experience with industry-standard and best practices regarding quality, quality assurance, and quality control principles and techniques

6. Experience with the tools and techniques used by the system integrator (SI) on the SOMS Project (see Bidders Library for SOMS RFP and EDS [Electronic Data Systems] Proposal Response); and
7. Experience on statewide correctional or law enforcement IT system implementations projects.

#### I.V.A.3. SIFTA Technical Lead

1. Experience providing expert technical lead services of similar size and scope through the full project lifecycle (development through implementation);
2. Knowledge of and experience with technology management disciplines, including configuration management, software change management, and release management;
3. Experience with core technologies (database, development language, Commercial Off The Shelf [COTS] products, middleware, security infrastructure) used by SOMS; and
4. Experience providing expert technical services on statewide correctional or law enforcement IT system implementations projects.

#### IV.B Team Requirements

The following requirements must be met by any combination of Bidder's Key Staff or Subject Matter Experts (SMEs):

1. Extensive experience working on a correctional or law enforcement offender management IT Project.
2. Experience performing National Institute of Standards and Technology (NIST) Security Audits.
3. Knowledge of and experience with test management, test cases, test scripts, and test reports.
4. Expertise with automated test tools and their most effective use within large-scale development, package implementation, and integration projects.
5. Multi-year experience performing knowledge transfer and training services.
6. Knowledge of and experience with defect tracking, regression testing, and release management.
7. Knowledge of and experience with test data creation and management.

8. Multi-year experience performing production support and transition services.
9. Experience performing source code reviews.
10. Experience performing data architecture assessments.
11. Experience performing enterprise architecture assessments.
12. Knowledge of and experience with requirements management and requirements traceability.

## **V. Tasks and Deliverables**

### **V.A. Tasks**

All of the following tasks are required to be completed by Bidder.

#### **1. Task Management**

- a. Develop the SOMS Software Verification and Validation Plan (SVVP);
- b. Identify workplan schedule for each task that corresponds to the System Integrator (SI) schedule;
- c. Identify project milestones that map to SI project milestones;
- d. Determine software characteristics (e.g., criticality, risk, safety level, security level, desired performance, etc.), that define importance of the software;
- e. Determine software integrity level of the system and software;
- f. Determine minimum tasks for the software integrity level using IEEE 1012-2004 Table 2 and the selected software integrity level scheme, and RFP requirements; and
- g. Identify staffing and staff management tasks.

#### **2. System Integrator Project Management Oversight**

- a. Verify and assess project management and organization, and that lines of reporting and responsibility provide adequate technical and managerial oversight of project;
- b. Assess coordination, communication, and management to verify that agencies and departments are not working independently of one another, and are following communication plan;

- c. Verify that a project management plan is established and being followed;
- d. Evaluate project management plans and procedures to verify that they are developed, communicated, implemented, monitored and complete;
- e. Evaluate project reporting plan and actual project reports to verify project status is accurately traced using project metrics;
- f. Verify milestones and completion dates are planned, monitored, and met;
- g. Verify existence and institutionalization of an appropriate project issue tracking mechanism that documents issues as they arise, enables communication of issues to proper stakeholders, documents a mitigation strategy, as appropriate, and tracks issue(s) to closure. This shall include, but is not limited to, technical and development efforts;
- h. Evaluate system's planned life-cycle development methodology or methodologies (i.e., waterfall, evolutionary spiral, rapid prototyping, incremental, etc.) to see if they are appropriate for the system being developed;
- i. Verify that a project risk management plan is created and being followed. Evaluate project risk management plans and procedures to verify that risks are identified and quantified, and that mitigation plans are developed;
- j. Verify that a communication plan is created and being followed. Evaluate communication plans and strategies to verify that they support communications and work product sharing between all project stakeholders; and assess if communication plans and strategies are effective, implemented, monitored, and complete;
- k. Evaluate and make recommendations on estimating and scheduling process of the project to ensure that project budget and resources are adequate for work-breakdown structure and schedule;
- l. Review schedules to verify that adequate time and resources are assigned for planning, development, review, testing, and rework; and
- m. Verify that project's organizational structure supports training, process definition, independent quality assurance, configuration management, product evaluation, and any other functions critical for project success.

### 3. Business Process (Change) Management Oversight

- a. Evaluate change management plans and procedures to verify they are developed, communicated, implemented, monitored, and complete; and that resistance to change is anticipated and prepared for;
- b. Evaluate project's ability and plans to redesign business systems to achieve improvements in critical measures of performance such as cost, quality, service, and speed; and
- c. Verify that reengineering plan has the strategy, management backing, resources, skills, and incentives necessary for effective change. Verify that resistance to change is anticipated and prepared for by using principles of change management at each step (i.e., such as excellent communication, participation, incentives), and having the appropriate leadership (i.e., executive pressure, vision, and actions) throughout the reengineering process.

### 4. Knowledge Transfer and Training Oversight

- a. Evaluate knowledge transfer process of system integrator and specifically the quality of knowledge transfer documentation provided to CDCR with what should be provided during knowledge transfer;
- b. Review and make recommendations on training provided to system users. Verify sufficient knowledge transfer for maintenance and operation of the new system;
- c. Evaluate source code walkthroughs to project staff;
- d. Verify that developer training is technically adequate, appropriate for the development phase, and available at appropriate times;
- e. Evaluate training strategy, approach and planning;
- f. Evaluate training sessions and user responses;
- g. Evaluate project questionnaire and/or develop an independent questionnaire for user feedback;

### 5. System Design, Development, and Customization Oversight

- a. Conduct and monitor critical assessment of vital system functionality to identify extent of internal and external impacts should malfunctions occur;
- b. Review and provide critical analyses of all system development deliverables from prime contractor including, but not limited to,

requirements, design, training and implementation documentation, and prime contractor developed source code for accuracy, completeness, use of agreed upon methods and tools, and application of formal configuration management;

- c. Verify and monitor system requirements traceability through design, code, implementation, test and training, and verifying its implementation. This analysis shall be performed to ensure that business and system requirements are properly allocated to hardware and software requirements, and that the requirements are carried through to design, implementation, and testing;
- d. Participate in risk assessment sessions, review risk matrices, and mitigation plans;
- e. Evaluate development hardware configurations to determine performance is adequate to meet the needs of system development and if the hardware is maintainable, consistent, upgradeable, and compatible;
- f. Evaluate development software to determine if its capabilities are adequate to meet system development requirements and if software is maintainable, consistent, and upgradeable;
- g. Evaluate proposed system architecture including hardware, licensed software, database, application languages, communications, security, and other critical components to identify potential problems and risks in meeting anticipated/contractual performance requirements of the system including, but not limited to, response time(s) and maintainability;
- h. Verify that all system interfaces are exactly described, by medium and by function, including input/output control codes, data format, polarity, range, units, and frequency;
- i. Monitor changes in key system and application components during development lifecycle and update findings, conclusions, and recommendations accordingly;
- j. Evaluate performance modeling/capacity planning and related volume and stress testing performed, inclusive of technical, application, and data architectures;
- k. Monitor system development issue identification, documentation, and resolution processes and procedures;
- l. Verify configuration management process is satisfactory in terms of completeness and adequacy;

- m. Attend weekly project status meetings and prime contractor deliverable walkthroughs;
- n. Conduct monthly source code reviews to provide feedback on project supplied source code for adherence to standards and maintainability;
- o. Conduct monthly conversion program reviews and provide analyses, risk, and recommendations to the conversion effort;

## 6. Testing Oversight

- a. Monitor testing system issue/defect identification, documentation, and review resolution processes and procedures
- b. Review integration, system, and acceptance test plan documents to identify issues and gaps, and make recommendations to ensure tests cover all system requirements, both draft and final;
- c. Review integration, system, and acceptance test scripts to identify issues and gaps, and make recommendations to ensure test scripts cover all system requirements, both draft and final;
- d. Witness integration, system, performance and acceptance testing to ensure that tests are executed according to test plans and test scripts;
- e. Verify and monitor system requirements traceability through design, code, implementation, test and training, and verify its implementation. This analysis shall be performed to ensure that business and system requirements are properly allocated to hardware and software requirements, and that requirements are carried through to design, implementation, and testing;
- f. Verify performance testing (e.g. timing, response time and throughput) to satisfy user needs;
- g. Recommend ad hoc tests during test execution that specifically address a unique scenario not included in test plan. Contractor may recommend selected tests to be independently monitored by EDS (now known as HP Enterprise Services). As approved, Contractor must provide a qualified staff to monitor test and independently prepare test outcome reports.

## 7. Implementation Oversight

- a. Review and evaluate implementation planning effort(s);
- b. Review and evaluate implementation staffing levels;

- c. Review and evaluate phase implementation readiness;
  - d. Review and evaluate site implementation readiness;
  - e. Evaluate system implementation defect tracking;
  - f. Monitor implementation activities and identify risk or issues;
  - g. Review and evaluate Implementation support processes; and
  - h. Evaluate conversion tasks and conversion risks to implementation.
8. Security Assessment and Oversight
- a. Bidder must identify issues and make recommendations to improve physical security of the SOMS project facility;
  - b. Review SOMS related information assets for security risks (e.g., configuration check-lists, computer device hardening, etc.). Bidder must also identify issues and make recommendations to improve security of those assets;
  - c. Conduct an NIST 800-18 security assessment covering the complete security assessment model, as appropriate, and relevant to any SOMS computer security site, system, and subsequent computer security audit that may be conducted in the future; and
  - d. Conduct an NIST 800-30 risk assessment covering the complete risk assessment model as described in NIST 800-30 and relevant to any SOMS risk assessment audits that may be conducted internally in the future.
9. Quality Management Oversight
- a. Evaluate how SI provides quality management in the day-to-day operations of project;
  - b. Provide detailed analyses of the quality management approach and how the SI ensures quality management processes, procedures, etc.; and
  - c. Provide ongoing detailed recommendations on ways to improve quality in day-to-day operations of the project.
10. Production Support and Transition Oversight
- a. Review and evaluate transition plans for the State to assume system operations and maintenance;
  - b. Monitor transition activities and evaluate outcomes; and

- c. Evaluate operational recovery plans and processes including backup, disaster recovery, and day-to-day operations to verify if processes are being followed.

11. Special Studies

- a. Perform ad-hoc studies requested by SOMS Project Director; and
- b. Any other study as requested by SOMS Project Director.

## V.B. Deliverables

The following deliverables shall be completed and delivered by vendor.

Task	Sub-Deliverable	Title
1.	Deliverable 1.1	Software Verification and Validation Plan (SVVP)
2.	Deliverable 1.2	SVVP Workplan Schedule
3.	Deliverable 1.3	Staff Management Plan (SMP)
4.	Deliverable 2.1	System Integrator Project Management, Business Process (Change) Management, and Quality Management Quarterly Critical Assessment Risk Report #1 (due month end, three (3) months after project start)
5.	Deliverable 2.2	System Integrator Project Management, Business Process (Change) Management, and Quality Management Quarterly Critical Assessment Risk Report #2
6.	Deliverable 2.3	System Integrator Project Management, Business Process (Change) Management, and Quality Management Quarterly Critical Assessment Risk Report #3
7.	Deliverable 2.4	System Integrator Project Management, Business Process (Change) Management, and Quality Management Quarterly Critical Assessment Risk Report #4
8.	Deliverable 2.5	System Integrator Project Management, Business Process (Change) Management, and Quality Management Quarterly Critical Assessment Risk Report #5
9.	Deliverable 2.6	System Integrator Project Management, Business Process (Change) Management, and Quality Management Quarterly Critical Assessment Risk Report #6
10.	Deliverable 2.7	System Integrator Project Management, Business Process (Change) Management, and Quality Management Quarterly Critical Assessment Risk Report #7
11.	Deliverable 2.8	System Integrator Project Management, Business Process (Change) Management, and Quality Management Quarterly Critical Assessment Risk Report #8
12.	Deliverable 2.9	System Integrator Project Management, Business Process (Change) Management, and Quality Management Quarterly Critical Assessment Risk Report #9
13.	Deliverable 2.10	System Integrator Project Management, Business Process (Change) Management, and Quality Management Quarterly Critical Assessment Risk Report #10
14.	Deliverable 2.11	System Integrator Project Management, Business Process (Change) Management, and Quality Management Quarterly Critical Assessment Risk Report #11
15.	Deliverable 2.12	System Integrator Project Management, Business Process (Change) Management, and Quality Management Quarterly Critical Assessment Risk Report #12
16.	Deliverable 2.13	System Integrator Project Management, Business Process (Change) Management, and Quality Management Quarterly Critical Assessment Risk Report #13
17.	Deliverable 2.14	System Integrator Project Management, Business Process (Change) Management, and Quality Management Quarterly Critical Assessment Risk Report #14

18.	Deliverable 2.15	System Integrator Project Management, Business Process (Change) Management, and Quality Management Quarterly Critical Assessment Risk Report #15
19.	Deliverable 2.16	System Integrator Project Management, Business Process (Change) Management, and Quality Management Quarterly Critical Assessment Risk Report #16
20.	Deliverable 3.1	Knowledge Transfer and Training Quarterly Risk Report #1 (due month end, five (5) months after project start)
21.	Deliverable 3.2	Knowledge Transfer and Training Quarterly Risk Report #2
22.	Deliverable 3.3	Knowledge Transfer and Training Quarterly Risk Report #3
23.	Deliverable 3.4	Knowledge Transfer and Training Quarterly Risk Report #4
24.	Deliverable 3.5	Knowledge Transfer and Training Quarterly Risk Report #5
25.	Deliverable 3.6	Knowledge Transfer and Training Quarterly Risk Report #6
26.	Deliverable 3.7	Knowledge Transfer and Training Quarterly Risk Report #7
27.	Deliverable 3.8	Knowledge Transfer and Training Quarterly Risk Report #8
28.	Deliverable 3.9	Knowledge Transfer and Training Quarterly Risk Report #9
29.	Deliverable 3.10	Knowledge Transfer and Training Quarterly Risk Report #10
30.	Deliverable 3.11	Knowledge Transfer and Training Quarterly Risk Report #11
31.	Deliverable 3.12	Knowledge Transfer and Training Quarterly Risk Report #12
32.	Deliverable 3.13	Knowledge Transfer and Training Quarterly Risk Report #13
33.	Deliverable 3.14	Knowledge Transfer and Training Quarterly Risk Report #14
34.	Deliverable 3.15	Knowledge Transfer and Training Quarterly Risk Report #15
35.	Deliverable 4.1	System Design, Development, and Customization Oversight Quarterly Critical Assessment Risk Report #1 (due month end, three (3) months after project start)
36.	Deliverable 4.2	System Design, Development, and Customization Oversight Quarterly Critical Assessment Risk Report #2
37.	Deliverable 4.3	System Design, Development, and Customization Oversight Quarterly Critical Assessment Risk Report #3
38.	Deliverable 4.4	System Design, Development, and Customization Oversight Quarterly Critical Assessment Risk Report #4
39.	Deliverable 4.5	System Design, Development, and Customization Oversight Quarterly Critical Assessment Risk Report #5
40.	Deliverable 4.6	System Design, Development, and Customization Oversight Quarterly Critical Assessment Risk Report #6
41.	Deliverable 4.7	System Design, Development, and Customization Oversight Quarterly Critical Assessment Risk Report #7
42.	Deliverable 4.8	System Design, Development, and Customization Oversight Quarterly Critical Assessment Risk Report #8
43.	Deliverable 4.9	System Design, Development, and Customization Oversight Quarterly Critical Assessment Risk Report #9
44.	Deliverable 4.10	System Design, Development, and Customization Oversight Quarterly Critical Assessment Risk Report #10
45.	Deliverable 4.11	System Design, Development, and Customization Oversight Quarterly Critical Assessment Risk Report #11
46.	Deliverable 4.12	System Design, Development, and Customization Oversight Quarterly Critical Assessment Risk Report #12
47.	Deliverable 4.13	System Design, Development, and Customization Oversight Quarterly

		Critical Assessment Risk Report #13
48.	Deliverable 4.14	System Design, Development, and Customization Oversight Quarterly Critical Assessment Risk Report #14
49.	Deliverable 4.15	System Design, Development, and Customization Oversight Quarterly Critical Assessment Risk Report #15
50.	Deliverable 4.16	System Design, Development, and Customization Oversight Quarterly Critical Assessment Risk Report #16
51.	Deliverable 5.1	Testing Quarterly Critical Assessment Risk Report #1 (due month end, four (4) months after project start)
52.	Deliverable 5.2	Testing Quarterly Critical Assessment Risk Report #2
53.	Deliverable 5.3	Testing Quarterly Critical Assessment Risk Report #3
54.	Deliverable 5.4	Testing Quarterly Critical Assessment Risk Report #4
55.	Deliverable 5.5	Testing Quarterly Critical Assessment Risk Report #5
56.	Deliverable 5.6	Testing Quarterly Critical Assessment Risk Report #6
57.	Deliverable 5.7	Testing Quarterly Critical Assessment Risk Report #7
58.	Deliverable 5.8	Testing Quarterly Critical Assessment Risk Report #8
59.	Deliverable 5.9	Testing Quarterly Critical Assessment Risk Report #9
60.	Deliverable 5.10	Testing Quarterly Critical Assessment Risk Report #10
61.	Deliverable 5.11	Testing Quarterly Critical Assessment Risk Report #11
62.	Deliverable 5.12	Testing Quarterly Critical Assessment Risk Report #12
63.	Deliverable 5.13	Testing Quarterly Critical Assessment Risk Report #13
64.	Deliverable 5.14	Testing Quarterly Critical Assessment Risk Report #14
65.	Deliverable 5.15	Testing Quarterly Critical Assessment Risk Report #15
66.	Deliverable 6.1	Implementation, Production Support and Transition Quarterly Critical Assessment Risk Report #1 (due month end, ten (10) months after project start)
67.	Deliverable 6.2	Implementation, Production Support and Transition Quarterly Critical Assessment Risk Report #2
68.	Deliverable 6.3	Implementation, Production Support and Transition Quarterly Critical Assessment Risk Report #3
69.	Deliverable 6.4	Implementation, Production Support and Transition Quarterly Critical Assessment Risk Report #4
70.	Deliverable 6.5	Implementation, Production Support and Transition Quarterly Critical Assessment Risk Report #5
71.	Deliverable 6.6	Implementation, Production Support and Transition Quarterly Critical Assessment Risk Report #6
72.	Deliverable 6.7	Implementation, Production Support and Transition Quarterly Critical Assessment Risk Report #7
73.	Deliverable 6.8	Implementation, Production Support and Transition Quarterly Critical Assessment Risk Report #8
74.	Deliverable 6.9	Implementation, Production Support and Transition Quarterly Critical Assessment Risk Report #9
75.	Deliverable 6.10	Implementation, Production Support and Transition Quarterly Critical Assessment Risk Report #10
76.	Deliverable 6.11	Implementation, Production Support and Transition Quarterly Critical Assessment Risk Report #11
77.	Deliverable 6.12	Implementation, Production Support and Transition Quarterly Critical Assessment Risk Report #12

78.	Deliverable 6.13	Implementation, Production Support and Transition Quarterly Critical Assessment Risk Report #13
79.	Deliverable 7.1	Annual Security Assessment and Oversight Report #1 (due month end, 9 months after project start)
80.	Deliverable 7.2	Annual Security Assessment and Oversight Report #2
81.	Deliverable 7.3	Annual Security Assessment and Oversight Report #3
82.	Deliverable 7.4	Annual Security Assessment and Oversight Report #4
83.	Deliverable 8.1	Special Studies Report #1
84.	Deliverable 8.2	Special Studies Report #2
85.	Deliverable 8.3	Special Studies Report #3
86.	Deliverable 8.4	Special Studies Report #4
87.	Deliverable 8.5	Special Studies Report #5
88.	Deliverable 8.6	Special Studies Report #6
89.	Deliverable 8.7	Special Studies Report #7
90.	Deliverable 8.8	Special Studies Report #8
91.	Deliverable 8.9	Special Studies Report #9
92.	Deliverable 8.10	Special Studies Report #10
93.	Deliverable 8.11	Special Studies Report #11
94.	Deliverable 8.12	Special Studies Report #12

## **V.C. Acceptance Process**

### V.C.1. Deliverables Acceptance Process

Deliverables are specific products Contractor is required to submit to CDCR for review and approval under the terms and conditions of the contract. Certain deliverables require formal State approval.

The formal acceptance process will be used for key deliverables such as management plans and will follow a structured review, revision (if needed), and acceptance process. The formal acceptance process requires approval via written acknowledgement of the deliverable by the State Project Director. Other deliverables, typically lower level work products, can be accepted by designated State Project Managers or designees and will not require formal acceptance.

The tables below summarize the Contractor's deliverables and define which deliverables will be subject to the formal Acceptance process.

#### V.C.1.a. Formal Acceptance

Pursuant to the contract, Contractor shall deliver each deliverable for purposes of determining whether the State will grant acceptance for such deliverables. Each deliverable shall be delivered in accordance with instructions specified in RFP Section V.C.2 (Summary of Project Tasks). The State's review period will vary with complexity and volume of the deliverable, and will be agreed upon as part of the approved project

schedule. Unless otherwise specified in the project schedule or contract, the State shall have at least 15 working days for such review with the first working day beginning the next working day after delivery of the deliverable. The State will use its best efforts to expedite the review of deliverables.

Deliverables are considered complete and delivered upon written acknowledgement of deliverable acceptance by the State Project Director.

#### V.C.1.b. Deliverable Submission Requirements

The Contractor shall submit deliverables according to all of the following requirements:

- 1 Contractor shall submit deliverables to CDCR by the due dates defined in Section V.B (Deliverables)
- 2 The deliverable shall address all contractual requirements, contractor's response thereto, and any areas identified subsequently through meetings and planning sessions relevant to that deliverable;
- 3 Each deliverable submitted for formal review and acceptance shall have a cover letter from the Contractor Project Manager and shall be addressed to the State Project Director.
  - The cover letter shall contain the following Contractor certification:
    - *"I hereby certify that this Deliverable has been prepared in accordance with, and conforms, to the relevant terms and conditions of the SIFTA Contract."*
  - The cover letter shall also contain a certification that the Contractor used the internal deliverable review process prescribed in the Quality Management Plan. The cover letter shall be signed by the Contractor's Project Manager.
- 4 All project deliverables shall be provided in a Microsoft Office format unless otherwise approved by the State. The version of Microsoft Office shall be the same as the version used by the CDCR SOMS Project. The Contractor shall use software versions that are compatible with the State's software.

#### V.C.1.c. Basis for Acceptance

State review and acceptance of each deliverable shall be based upon the following deliverable quality standards. Each deliverable shall:

- 1 Address all components required by the contract and requirements for

that deliverable, and any areas identified subsequently through meetings and planning sessions;

- 2 Be in compliance with all format requirements described in the contract;
- 3 Be comprehensive in level of detail;
- 4 Be organized and professional;
- 5 Be consistent in style and quality. If the document is the composite work of many people within Contractor's organization, the document must be edited for style and consistency; and
- 6 Support the purpose(s) for which the deliverable was developed.

V.C.1.d. Notice of Deficiency

The State Project Director will provide written acceptance for the deliverable if it meets the acceptance criteria and has no deficiencies. However, if a deficiency is found, the State shall give the Contractor written notice of its non-acceptance with such notice delineating deficiencies found as the basis for the State's decision.

Upon notice of deliverable deficiency, the Contractor shall within two (2) working days do the following:

- 1 Correct deficiencies and resubmit deliverable for acceptance;
- 2 Submit a written detailed explanation describing precisely how the deliverable adheres to and satisfies all applicable requirements; or
- 3 Submit a proposed corrective action plan to address the specific inadequacies in the deliverable.

If Contractor requires more than two (2) working days to address the deficiency, the Contractor shall submit a written request and secure written approval from the SOMS Project Director for the extended period.

If Contractor opts for actions number 2 or 3 above, after receipt of the Contractor detailed explanation and/or proposed corrective action plan, the State will notify Contractor in writing within five (5) working days whether it accepts or rejects the explanation and/or plan. If the SOMS Project Director rejects the explanation and/or plan, Contractor will submit a revised corrective action plan within three (3) working days of receipt of the State's notification of rejection.

Within three (3) working days of receipt of the revised corrective action plan, the SOMS Project Director will notify Contractor, in writing, whether it accepts or rejects the corrective action plan proposed by the Contractor.

Rejection of a deliverable by the State does not allow for slippage of the schedule regarding subsequent deliverables or services. After Contractor has corrected such noted deficiencies, the State shall determine whether the deliverable or service meets the acceptance criteria and lacks deficiencies and, in writing, shall either grant acceptance or not accept the deliverable following such review. The Contractor shall continue to correct the deliverable until acceptance occurs or the State terminates the contract.

V.C.1.e. Changes to Deliverables

The Contractor may not change a deliverable that has received the State's acceptance without prior written approval from the State Project Director.

V.C.1.f. Deliverable Storage and Retention

The Contractor shall retain backup copies in writing and on electronic media of all deliverables until 30 calendar days after termination or expiration of the Contract, and shall provide the State upon request with a copy thereof until that time.

V.C.1.g. Effect of Acceptance

Acceptance of a deliverable by the State indicates only that the State has reviewed the deliverable and detected no deficiencies at the time of review. Acceptance of a deliverable does not waive or lessen any contract requirements or Contractor's obligation to meet all contract requirements and correct any later discovered deficiencies.

VI.C.1.h. Reporting of Deliverable Development Progress

The Contractor shall provide a brief written narrative of the deliverable progress and risk(s) of the deliverable not meeting the established due dates as part of a Monthly Project Status Report.

## V.C.2. Summary of Project Tasks

Table V.1 below (Summary of Project Deliverables) provides a summary of all deliverables including the task name, description, initial due date, and a column for Bidders to indicate whether or not they agree to provide the tasks as described.

**Table V.1: Summary of Project Deliverables**

Deliverables	Deliverable Overview	Due Date
Deliverable 1 – Project Management	Planning Documents	With the Proposal and again 20 calendar days after contract award (to incorporate any State required changes)
Deliverable 2 – System Integrator Project Management Oversight	Sixteen (16) Quarterly Reports providing oversight of the System Integrator Project Management Processes and Planning. This is part of the System Integrator Project Management, Business Process (Change) Management and Quality Management Quarterly Critical Assessment Risk Report Deliverable.	Due at the month end, in the 3 <sup>rd</sup> calendar month after contract start (i.e., Contract start Jan. 29, 2010, first Quarterly report due Apr. 30, 2010)
Deliverable 3 – Business Process (Change) Management Oversight	Sixteen (16) Quarterly Reports providing oversight of Business Process (Change) Management. This is part of the System Integrator Project Management, Business Process (Change) Management and Quality Management Quarterly Critical Assessment Risk Report Deliverable.	Due at the month end, in the 3 <sup>rd</sup> calendar month after contract start (i.e., Contract start Jan. 29, 2010, first Quarterly report due Apr. 30, 2010)
Deliverable 4 – Knowledge Transfer & Training Oversight	Fifteen (15) Quarterly Reports providing oversight of Knowledge Transfer & Training.	Due at the month end, in the 5 <sup>th</sup> calendar month after contract start (i.e., Contract start Jan. 29, 2010, first Quarterly report due Jun. 30, 2010)
Deliverable 5 – System Design, Development, and Customization Oversight	Sixteen (16) Quarterly Reports providing oversight of System Design, Development and Customization.	Due at the month end, in the 3 <sup>rd</sup> calendar month after contract start (i.e., Contract start Jan. 5, 2010, first Quarterly report due Apr. 30, 2010)
Deliverable 6 – Testing Oversight	Fifteen (15) Quarterly Reports providing oversight of Testing	Due at the month end, in the 4 <sup>th</sup> calendar month after contract start (i.e., Contract start Oct. 15, 2009, first

		Quarterly report due May 31, 2010)
Deliverable 7 – Implementation Oversight	Thirteen (13) Quarterly Reports providing oversight of System Implementation This task will be delivered as part of the Implementation, Production Support and Transition Quarterly Critical Risk Report Deliverable.	Due at the month end, in the 10 <sup>th</sup> calendar month after contract start (i.e., Contract start Jan. 29, 2010, first Quarterly report due Nov. 30, 2010)
Deliverable 8 – Security Assessment and Oversight	Four (4) Annual Reports providing an assessment and oversight of Solution Security.	Due at the month end, in the 9 <sup>th</sup> calendar month after contract start (i.e., Contract start Jan. 5, 2010, first Quarterly report due Oct. 31, 2010)
Deliverable 9 – Quality Management Oversight	Sixteen (16) Quarterly Reports providing oversight of Quality Management (not Quality Assurance). This is part of the System Integrator Project Management, Business Process (Change) Management and Quality Management Quarterly Critical Assessment Risk Report Deliverable.	Due at the month end, in the 3 <sup>rd</sup> calendar month after contract start (i.e., Contract start Jan. 5, 2010, first Quarterly report due Apr. 30, 2010)
Deliverable 10 – Production Support and Transition Oversight	Thirteen (13) Quarterly Reports providing oversight of Production Support and Transition This task will be delivered as part of the Implementation, Production Support and Transition Quarterly Critical Risk Report Deliverable.	Due at the month end, in the 10 <sup>th</sup> calendar month after contract start (i.e., Contract start Jan. 5, 2010, first Quarterly report due Nov. 30, 2010)

**Table V.2: Example Deliverable Submission Schedule**

\*Assuming Jan. 5, 2010 Contract Start Date

Deliverable 1.1-3	Deliverable 2.1-16	Deliverable 3.1.15	Deliverable 4.1-16	Deliverable 5.1-15
02/5/2010	03/31/2010	03/31/2010		03/31/2010
	06/30/2010	06/30/2010	05/31/2010	06/30/2010
	09/30/2010	09/30/2010	08/31/2010	09/30/2010
	12/31/2010	12/31/2010	11/30/2010	12/31/2010
	03/31/2011	03/31/2011	02/28/2011	03/31/2011
	06/30/2011	06/30/2011	05/31/2011	06/30/2011
	09/30/2011	09/30/2011	08/31/2011	09/30/2011
	12/31/2011	12/31/2011	11/30/2011	12/31/2011
	03/31/2011	03/31/2011	02/28/2012	03/31/2011
	06/31/2012	06/31/2012	05/31/2012	06/31/2012
	09/30/2012	09/30/2012	08/31/2012	09/30/2012
	12/31/2012	12/31/2012	11/30/2012	12/31/2012
	03/31/2012	03/31/2012	02/28/2013	03/31/2012
	06/30/2013	06/30/2013	05/31/2013	06/30/2013
	09/30/2013	09/30/2013	08/31/2013	09/30/2013
	12/31/2013	12/31/2013	11/30/2013	12/31/2013

## VI. Proposal Format

### VI.1.A. Introduction

These instructions prescribe the mandatory Proposal format and the approach for the development and submittal of bid data. Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all requested data must be supplied. Proposals must be submitted in hardcopy and electronic format as specified in Section VI.1.B (Final Proposal Format and Content) below.

### VI.1.B. Final Proposal

A Final Proposal is mandatory for all Bidders. It is the Bidders' obligation to observe the steps of this procurement.

It is the Bidder's responsibility to ensure its Proposal is submitted in a manner that enables CDCR's Evaluation Team to easily locate all response descriptions and exhibits for each requirement of this RFP. All Proposal submissions must be clearly labeled "Strategic Offender Management

System (SOMS) Independent System Integrator Functional and Technical Assessment (SIFTA) Services RFP-09-018-ITS". Submissions must be identified as the Proposal and include the Bidder's name and return address.

It is the responsibility of the Contractor to ensure that the Proposal is received by the Project Manager by the date and time specified in RFP Section I.F. (Key Action Dates), at the following location:

Leisa Rackelmann, Project Manager  
SOMS Project  
1920 Alabama Avenue  
Rancho Cordova, CA 95742.

The withdrawal of a Proposal must be made in writing prior to the Final Proposal submission date and time, and must be signed by an authorized officer of the Bidder.

#### VI.1.C. Proposal Format and Content

This section describes the format and content of the individual sections of the Proposal. The Bidder must organize its Proposal as specified in Section VI.1.D (Proposal Organization) below. Each section must be tabbed and pages in each section must be sequentially numbered. The Master copy must be marked "MASTER COPY". All documents contained in the master Proposal package must have original signatures and must be signed by a person authorized to bind the proposing firm. All additional Proposal sets may contain photocopies of the original package.

- 1 A Proposal must be submitted as one (1) Master and three (3) copies, and one electronic CD containing all Proposal documents.
- 2 Bidder's Proposal must conform to all of the following format requirements:
  - The soft copy must be submitted on compact disk (CD) in Microsoft Office Suite (i.e., 2003 or later) software (i.e., Word, Excel, Project, PowerPoint);
  - Sequentially numbered pages (either continuous or by major sections is permitted) excluding the schedule (i.e., schedule can be page numbered sequentially within Microsoft Project);
  - Proposer's name in the header or footer of each page;
  - Sequentially labeled exhibits (e.g., tables, graphs and graphics);
  - Bound in a three-ring binder with removable pages;

- Clearly legible;
- All items must be submitted by the time and dates identified in Section I.F (Key Action Dates); and
- Mailed or personally delivered to the Project Manager listed in Section I.D. (Project Manager).

#### VI.1.D. Proposal Organization

The Proposal must be submitted as described in this RFP. The Proposal must be submitted in the number of copies indicated, and must be structured in the following manner:

##### 1. Section 1 - Cover Letter:

The Cover Letter must be on the Bidder's official business letterhead and be signed by an individual who is authorized to bind the bidding firm contractually. The signature must indicate the title or position that the individual holds in the firm. The cover letter must state that Bidder commits to fulfilling all requirements of the RFP and agrees to the State model contract terms and conditions. An unsigned Proposal shall be rejected.

##### 2. Section 2 - Administrative Requirements:

This section must contain a brief narrative of the Bidder's compliance and response for each item identified in Section III (Administrative Requirements). Each response should list the RFP Section number and title followed by Bidder's response or completed forms/exhibits. All exhibits must be submitted.

##### 3. Section 3 - Corporate History:

This section must contain a narrative of Bidder's corporate history including, but not limited to, the number years in business and number of similar engagements completed in the previous ten (10) years. This narrative shall be no more than ten (10) pages (i.e., 8½" x 11") in length using 12 point font.

##### 4. Section 4 - Understanding of SOMS Project:

This section must contain a detailed narrative indicating Bidder's understanding of the Primary System Integrators Proposed Solution and SOMS System Requirements. This discussion should explain the Bidder's depth of understanding of the SOMS Project and shall be no more than ten (10) pages (i.e., 8½" x 11") in length using 12 point font.

5. Section 5 - Understanding of Engagement:

This section must contain a detailed narrative and description of Bidder's approach to the project, including an overview of how Bidder proposes to meet the tasks and deliverables of this RFP. This narrative shall be no more than forty-five (45) pages (i.e., 8½" .x 11") in length using 12 point font, and address the following:

- Project Management;
- Business Process (Change) Management;
- Knowledge Transfer and Training;
- Design and Development;
- Testing;
- Implementation;
- Security;
- Quality Management; and
- Production Support and Transition.

6. Section 6 - Key Staff:

This section must contain a narrative of each of the Key Staff assigned to the project and the number of years Key Staff have been employees of the bidding firm. This section must also provide a detailed listing of previous projects completed by each of the Key Staff members of similar size and scope. This narrative shall be no more than twenty (20) pages (i.e., 8½" .x 11") in length using 12 point font.

7. Section 7 - Staffing Plan:

This section must contain a detailed staffing plan that discusses how Bidder proposes to accomplish the tasks and deliverables associated with this RFP. This plan should include Key Staff and all Subject Matter Experts (SMEs) needed on the Project. Key Staff are full-time positions and the plan must include when, why, and how SMEs will be introduced into the project lifecycle. This narrative shall be no more than twenty (20) pages (i.e., 8½" .x 11") in length using 12 point font.

8. Section 8 - Resumes:

This section must contain the resumes for all staff proposed in the staffing plan. References are required for each Key Staff on each

recent project the Key Staff member has worked on in the previous five (5) years. References must include the name, telephone number, and title of the person to be contacted and identify the project provided in the resume response.

9. Section 9 – Sample Quarterly Report:

This section must contain Bidder's suggested sample Quarterly Risk Assessment template for use on the project.

10. Section 10 - Cost Worksheet:

This section must contain a completed cost worksheet. Number of hours must be entered based upon assumptions stated in this RFP. Please recognize that the proposed award shall be reimbursed on a deliverable basis and the number of hours is for informational purposes only.

## **VII.Proposal Evaluation**

### **VII.A. Introduction**

All Proposals will be evaluated in a multi-step process to determine the responsive Proposal that offers the best combination of functionality and value to the State. The best business solution is that solution that meets all requirements set forth in the RFP and offers the State the best combination of value, services, and cost as determined through the evaluation process specified in this section of the RFP. The process includes a detailed evaluation of Bidder's Proposal.

Once the State has determined which Proposal, if any, offers the best business solution, that Proposal will become the basis for a contract.

This section presents the process that the State will follow in evaluating Proposals submitted by Bidders in response to this RFP. The evaluation process is comprised of a thorough review of each Proposal to validate the inclusion of mandatory components, followed by a scored evaluation based on criteria defined later in this section.

### **VII.B. Evaluation Committee**

The State has established an Evaluation Committee comprised of individuals selected from the CDCR management. The Evaluation Committee (Committee) will review the final Proposals in accordance with the process set forth below. The Committee will use consensus to determine pass/fail and to arrive at evaluation scores for each Bidder, and make recommendations to the Receiver of which Bidders will be asked to interview with the Committee.

### **VII.C. Review and Evaluation of Final Proposals**

Proposals received by the date and time specified in Section I.F. (key Action Dates), will be opened and reviewed in detail for compliance with RFP requirements.

The Committee will review to identify and document areas in which the Proposal appears to be non-responsive or defective, fails to address requirements, is unclear, demonstrates lack of responsibility, or introduces potential risk.

Table VII.1 below illustrates the maximum points for each evaluated requirement area.

**Table VII.1: Final Scoring Maximum Points**

Description	Proposed Maximum Points Available
Administrative Requirements Response	Pass/Fail
Corporate Experience	10
Understanding of the Engagement	30
Key Staff	20
Staffing Plan	10
Cost	30
Total Points	100

#### VII.D. Receipt of Proposals

Complete Proposals must be delivered as specified in Section I.F. (Key Action Dates), and if not submitted under sealed cover may be rejected and deemed non-responsive.

#### VII.E. Proposal Evaluation

The Proposal review will include a comprehensive, detailed evaluation of each Bidder's response. Proposals will be evaluated and scored by the Evaluation Team.

##### VII.E.1. Interviews

The State will conduct oral interviews with the Key Staff proposed in a bid of at least two (2) top scoring Bidders. The interviews will be used to verify claims made in the Proposal, corroborate evaluation of the Proposal, and provide the State an opportunity to confirm the knowledge and experience levels of Bidder's Key Staff. The Bidder must make all arrangements for Key Staff to participate in the interviews at no cost to the State.

##### VII.E.2. Costs

Each Bidder's cost component score will be calculated based on the ratio of the Bidder's cost to the lowest cost from the other responsive Proposals, multiplied by the maximum number of cost points available. The formula for scoring the cost component of each Proposal is as follows:

$$\frac{(\text{Lowest Total Cost Bid} \times \text{Total Cost Points Available})}{\text{Bidder Total Cost}}$$

Bidder Total Cost

To help illustrate this process, refer to Table VII.2, for an example of the cost score calculation process. Cost figures in the examples explain the calculations and have no other significance.

**Table VII.2: Costing Evaluation and Scoring Methodology Example**

Bidder	Total Cost	Calculation	Cost Points Awarded
A	\$4,000,000	$\frac{\$4,000,000 \times 30}{\$4,000,000}$	30
B	\$5,000,000	$\frac{\$4,000,000 \times 30}{\$5,000,000}$	24
C	\$6,000,000	$\frac{\$4,000,000 \times 30}{\$6,000,000}$	20

#### VII.F. Preference Claims

Cost adjustments for preference claims (Small Business) and DVBE participation incentives will be performed during cost assessment.

Per Government Code, Section 14835, et seq., Bidders who qualify as a small business will be given a 5 percent preference for contract evaluation purposes only. The 5 percent preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsible and responsive to the Proposal requirements. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services are contained in the California Code of Regulations, Title 2, Section 1896, et seq. and can be viewed online at <http://www.pd.dgs.ca.gov/smbus>.

#### VII.G. DVBE Incentive

Points will be awarded to those Bidders that commit to subcontract at least three percent (3%) of the work to certified Disabled Veteran Business Enterprises (DVBEs) and meet the mandatory DVBE participation requirements (3% DVBE participation”) in accordance with Table VII.3: DVBE Incentive Point Scale. Bidders must also describe in their response the “Commercially Useful Function” that certified DVBE subcontractors are providing by completing the required forms (GSPD-05-105, Std. 840, and Std. 843).

**Table VII.3: DVBE Incentive Point Scale**

Confirmed DVBE Participation of:	DVBE Incentive: Percent based on total possible points
5% and over	2.5% (2.5 points)
4% to 4.99	2% (2 points)
3% up to 3.99%	1.5% (1.5 points)
Less than 3%	0% (0 points)

## VII.H. Selection of Contractor

The Evaluation Committee will make a final evaluation and submit its recommendation to the Receiver. The Receiver will then make a final determination and authorize negotiations with one or more of the Bidders whose responses are most advantageous to the Receiver.

NOTE: All pertinent preferences will be applied to the applicable evaluation criteria before selection is announced. Small Business Preference will be applied as required by law.

The Receiver retains the discretion to reject the recommendation of the Committee and award the Contract to another Bidder deemed more qualified, or to no one.

## **VIII. Cost Worksheet**

### **VIII.A. Introduction**

This section contains instructions and the cost table Bidder must submit with their Proposal.

The Contractor's total proposed cost represents thirty-percent (30%) of the available evaluation score as outlined in Section VII.C. (Review and Evaluation of Final Proposals). The State's cost evaluation will be based on the lowest total estimated cost to the State as calculated according to the methodology in Section VII.C.

### **VIII.B. Cost Table Instructions**

Bidders are required to complete the Cost Table included in this RFP for all costs associated with each deliverable item identified in Section V.B and Section V.B.2. The minimum project deliverables have been provided for you on the attached Cost Table (Attachment H). The Cost Table should include both cost for each task and sub-total per deliverable.

The State is seeking a fixed-price Proposal for all deliverables.

Contractor shall provide any items not included on the cost tables, identified by the Contractor after Proposal submission that are required for implementation of the solution, in accordance with Section II.C.6. (Evaluation and Selection Process).

Please note hours are included in the Cost Table for informational purposes only, and any ensuing agreement for services rendered will be reimbursed on a deliverables basis only.

## Attachment A Designation of Official Contact Person

Correspondence(s) directed to a Bidder will only be given to one designated contact person. It is the Bidder's responsibility to immediately notify the Project Manager, in writing, regarding any revision(s) to information pertaining to the designated contact person. The CDCR shall not be responsible for Proposal correspondence(s) not received by the Bidder if he/she fails to notify the Project Manager, in writing, about any change(s) concerning the designated contact person.

The individual to whom all information and correspondence(s) concerning this RFP should be transmitted is:

Contact Name: \_\_\_\_\_  
Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, & Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

The following individuals are authorized by Bidder to communicate with CDCR concerning this RFP. It is the Bidder's responsibility to immediately notify the RFP Project Manager, in writing, regarding any revisions to the designated contact person.

Contact Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

**The undersigned hereby certifies that he/she is an individual authorized to bind the firm contractually and said signature authorizes verification of this authority.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Name and Title (Please Print)

## **Attachment B DVBE Participation Program Compliance Options**

### **STD. 840**

Review, complete and sign the Standard Form 840 (rev. 1/2005) at the following DGS website “Small Business and DVBE Services” by following the link provided directly below:

<http://www.documents.dgs.ca.gov/pd/dvbe/dvbereq.pdf>

### **STD. 843**

Review, complete and sign the Standard Form 843 (rev. 11/2005) at the following DGS website “Small Business and DVBE Services” by following the link provided directly below:

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

## Attachment C Small Business Certification Form

To claim the small business preference the firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the DGS Office of Small Business and DVBE Services (OSDS) by the Proposal due date listed in Section I.F (Key Action Dates) and verified by such office. Questions regarding the preference approval process should be directed to the OSDS at (916) 375-4940.

### BIDDERS PLEASE CHECK THE APPROPRIATE LINE:

\_\_\_\_\_ I am not claiming any Small Business Preference.

\_\_\_\_\_ I am a California Certified Small Business applying for a preference on this bid. A copy of my Small Business approval letter from DGS is attached. My Small Business number is: \_\_\_\_\_.

\_\_\_\_\_ I have/will have a Small Business Certification request application that was submitted to DGS on or before 5:00 PM on the Proposal due date.

\_\_\_\_\_ I am a Non-Small Business claiming to provide a twenty-five (25%) commercial useful function business opportunity to California Certified Small Business subcontractors. A list of small business contractors to be used for these services is provided on the Bidder Declaration Form. Attached is a copy of the Small Business approval letter from DGS for each subcontractor.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## **Attachment D Payee Data Record (Std. 204)**

The successful Bidder will be required to sign the Payee Data Record (STD. 204) before contract award. The STD. 204 is located at:

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

## **Attachment E Non-Discrimination Compliance Statement**

Bidders are required to complete and provide the State with a Non-Discrimination Compliance Statement (STD. 19). See the following website to obtain the form:

<http://www.documents.dgs.ca.gov/osp/pdf/std019.pdf>

## **Attachment F Bidder Declaration**

Review, complete and sign the Bidder Declaration form GSPD-05-105 (est. 8/2005) found at the following link:

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

**Attachment G Certification of Compliance with Americans with Disabilities Act of 1990**

**Certification of Compliance with the  
Americans with Disabilities Act (ADA) of 1990**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
City, State ZIP

## **Attachment H    Cost Worksheet**

Attached electronically as an Excel Spreadsheet titled "Cost Table.xls".

## ATTACHMENT C – DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1.        \_\_\_\_\_  
              Initials                    We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

**OR**

2.        \_\_\_\_\_  
              Initials                    We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

**OR**

3.        \_\_\_\_\_  
              Initials  
              + certification            We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.  
              below

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

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

**YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.**

**STANDARD AGREEMENT**

**FOR I.T. GOODS/SERVICES ONLY**

		REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER		AGREEMENT NUMBER

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

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation (CDCR)

CONTRACTOR'S NAME

Contractor, Inc.

2. The term of this Agreement is: January 29, 2010 through January 29, 2014

3. The maximum of this Agreement is: **\$XXX,XXX.00**

4. The parties agree to comply with the terms and conditions of the following Consulting Services Agreement and attachments, including the California Department of Corrections and Rehabilitation (CDCR), Request for Proposal (RFP) entitled "Strategic Offender Management System (SOMS) Independent Integrator Functional and Technical Assessment (SIFTA) Services" dated October 26, 2009, and Contractor's response, which are incorporated herein and made a part of this Agreement by reference:

Consultant Services Agreement	4	Pages
Exhibit A – Scope of Services	6	Pages
Exhibit B – Budget Rate Sheet	4	Pages
Exhibit C – Contractor Insurance	1	Page
Exhibit D – Business Associate Agreement	7	Pages
Contractor, Inc., Response to Request For Proposal For SIFTA Services	X	Pages

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

<b>CONTRACTOR</b>		CALIFORNIA <b>Department of General Services</b> Use Only	
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>			
BY <i>(Authorized Signature)</i>		DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Contractor CEO or Partner			
ADDRESS			
<b>STATE OF CALIFORNIA</b>			
AGENCY NAME			
Department of Corrections and Rehabilitation			
BY <i>(Authorized Signature)</i>		DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING J. CLARK KELSO, Receiver			
ADDRESS PO Box 4038, Sacramento, CA 95812			

Contractor Name  
California Department of Corrections and Rehabilitation

## CONSULTING SERVICES AGREEMENT

**BETWEEN**  
("CDCR"):

**California Department of Corrections and Rehabilitation (CDCR)**  
P.O. Box 4038  
Sacramento, CA 95812-4038

Telephone: (916) 323-1221  
Facsimile: (916) 323-1257

Billing Address:  
Chief Information Officer  
P.O. Box 4038, Suite 225  
Sacramento, CA 95812-4038

and the Contractor:

**Contractor Name**  
Contractor Address  
Anytown, CA 95660

Telephone: (916) XXX-XXX  
Facsimile: (916) XXX-XXX

The Project is:

**Strategic Offender Management System (SOMS)  
Independent System Integrator Functional and Technical  
Assessment (SIFTA) Services**

**THIS CONSULTING SERVICES AGREEMENT** ("Agreement"), effective as of the date set forth above, is between CDCR and Contractor, who state and agree as follows:

**1. CDCR; Contractor.** The United States District Court for the Northern District of California has established a Receivership to assume the executive management of the California prison medical system and raise the level of care up to constitutional standards. On January 23, 2008, the Court appointed J. Clark Kelso to serve as the Receiver and granted him, among other powers, the authority to exercise all powers vested by law in the Secretary of the California Department of Corrections and Rehabilitation ("CDCR") as they relate to the administration, control, management, operation, and financing of the California prison medical health care system. Contractor shall perform its services pursuant to this Agreement under the direction and management of CDCR. Contractor is an independent contractor and not an agent, servant or representative of CDCR. Contractor has no authority to make any statements, representations or commitments of any kind on behalf of CDCR, or to use the name of CDCR in any publications or advertisements, except with the written consent of CDCR or as explicitly provided herein.

**2. Scope of Services.** Exhibit A (Scope of Contractor Services) attached hereto contains the scope of the Services to be performed by Contractor under this Agreement (the "Services"). Contractor agrees to perform the Services in a manner at least equal to highest industry standards and good commercial practices, without negligence, errors or omissions.

**3. Time of Performance.** Time is of the essence of this Agreement. Contractor agrees to perform its Services continuously, diligently, and energetically and to complete the Services in accordance with mutually agreed schedules. Contractor may be entitled to a reasonable extension of time for any delay outside of Contractor's reasonable control, provided Contractor has notified CDCR within five days of any event or condition delaying the Services.

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**4. Key Personnel.** Contractor has been selected to perform services under this Agreement based upon the qualifications and experience of Contractor's personnel. If a member of Contractor's team specified in this Agreement ceases providing services under this Agreement, Contractor shall replace the team member with a similarly qualified individual acceptable to CDCR within 30 days of the team member's unavailability to CDCR.

**5. Conflict of Interest.** In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Contractor further covenants that, in the performance of the Services, it will not employ any contractor or person having such an interest.

**6. Confidentiality of Information.** All financial, statistical, personal, technical and other data and information relating to California Prison Health Care Receivership (CPR), CDCR or State operations, which are designated confidential by CPR, CDCR or the State and made available to carry out this Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure. Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in Contractor's possession that is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by Contractor pursuant to this Agreement shall be released, published, or made available to any person without CDCR's prior written approval.

Contractor agrees that all inmate/patient medical information is confidential. If the services provided under this Agreement involves the use of any inmate/patient medical information, Contractor agrees to comply with all applicable patient privacy laws, including, but not limited to, California Civil Code Section 56 et seq. and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder. If Contractor receives any "protected health information" (as that term is defined by HIPAA) from the CDCR, Contractor shall comply with the Business Associate Agreement set forth in Exhibit D, which is attached and incorporated herein.

**7. Termination; Intellectual Property.** CDCR shall have the right to terminate this Agreement at any time in its sole discretion and with or without cause, by written notice to Contractor. Contractor shall stop work immediately upon receipt of a notice of termination and promptly deliver to CDCR the results of the Services to the date of termination. To the extent Contractor is preparing documents that may be subject to copyright or other intellectual property rights, CDCR shall own such rights. CDCR will compensate Contractor for work properly performed prior to termination in accordance with paragraph 8, but Contractor shall have no right to lost profit on unperformed services. This right to terminate shall be in addition to, and not in lieu of, any other rights and remedies CDCR may have at law or in equity. Contractor shall have no right to terminate this Agreement except for CDCR's material default.

**8. Compensation; Documentation.** Compensation for Contractor's performance of the Services shall be as set forth in Exhibit B (Budget Detail and Payment Provisions). Contractor's hours of performance and ensuing compensation are on a time and materials basis, and are subject to prior approval from CDCR's designated Contract Manager or designee. Contractor shall not receive any amount over that set forth in Exhibit B unless otherwise agreed to by written amendment to this Agreement.

Contractor shall establish a satellite office in the Sacramento metropolitan area and CDCR will reimburse Contractor for actual costs incurred in establishing and maintaining said facility. Location, costs, terms and conditions for the Satellite Office are subject to CDCR's prior review and approval, and CDCR shall have no obligation to make payments for Satellite Office costs that exceed the line item amount stipulated in Exhibit B (Budget Detail and Payment Provisions), Item 5 (Cost Breakdown).

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Contractor shall invoice CDCR monthly for Services performed. Invoice for the Services shall itemize and describe the work performed, identify personnel performing services and the time expended, with appropriate documentation of same attached thereto. Provided that Contractor delivers a properly completed, documented invoice to CDCR, payment will be due forty-five (45) days from CDCR's receipt of such invoice; if invoices are untimely, incomplete or improperly documented, then payment may be delayed until the thirtieth day after CDCR receives a properly completed, documented invoice.

Contractor agrees to provide any supporting documentation for each invoice that CDCR reasonably requests. Contractor will maintain full and accurate records and books of account necessary to document: (a) all activities undertaken by or on behalf of Contractor (including its agents and/or subcontractors) in the course of performing Services hereunder; and (b) all charges, expenses and disbursements incurred by Contractor, its agents or subcontractors in performing Services hereunder. Contractor will promptly make such books and records available to CDCR upon prior written request during normal business hours.

**9. Insurance.** Exhibit C (Contractor Insurance) sets forth certain insurance requirements and is incorporated herein. Contractor agrees that at all times during the life of this Agreement, it shall maintain at its own cost workers' compensation insurance at minimum statutory limits and any insurance coverage specified in Exhibit C.

**10. Indemnification.** Contractor shall, with respect to all work that is covered by or incidental to this Agreement, indemnify, defend, and hold the Indemnified Parties harmless from and against any and all claims, liability, loss, damage, costs or expenses, including reasonable attorneys' fees, awards, fines or judgments, resulting from death or bodily injury to persons, injury to property or other loss, damage, claim or expense, to the extent caused by or arising from Contractor's services (whether performed by Contractor or an agent or subcontractor engaged by Contractor). The "Indemnified Parties" are California Prison Health Care Receivership (CPR), CDCR, the State of California, and each of their officers, directors, parents, affiliates, subsidiaries and agents, and all shareholders, officers, directors, employees and managers of same.

**11. Security.**

a. **Conduct in Prisons.** Contractor agrees that if the provisions of this Agreement require Contractor to enter a prison facility, Contractor and any employee(s) and/or subcontractor(s) shall abide by applicable laws, rules and regulations governing conduct at prison facilities and in associating with prison inmates. CPR, CDCR, the State, or their employees shall not be liable to Contractor or its staff for injuries inflicted by inmates/patients of the State.

b. **Gate Clearance.** Contractor must notify CDCR, in writing, of the personnel, and subsequently any changes of those personnel, who will access prison facilities for the purpose of providing services under this Agreement. Contractor and Contractor's employee(s) and/or subcontractor(s) providing services a prison facility will be required to obtain gate clearance prior to providing services at any facility. Requests for gate clearance should be made a minimum of 10 working days prior to commencement of service at prison facilities. The request for gate clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Fingerprinting may also be required. This information may be used to run a background check, which may include a California Law Enforcement Telecommunications System (CLETS) check, Department of Motor Vehicles check, and Criminal History check. Gate clearance may be denied for the following reasons: the individual's presence in the institution presents a serious threat to security, the individual has been charged with a serious crime, inadequate information is available to establish positive identity of prospective individual, and/or the individual has deliberately falsified his/her identity. All persons entering the facilities must have a valid state driver's license or photo identification card on their person. Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination and upon the termination of this Agreement.

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12. **Limitation of Liability.** CPR, CDCR, the State, or their employees shall not be liable to Contractor or its staff for injuries inflicted by inmates of the State. CDCR agrees to disclose to Contractor any statement(s) known to CDCR staff made by any inmate that indicates violence may result in any specific situation.

13. **Tuberculosis Testing.** In the event that the services required under this Agreement will be performed within a prison facility, prior to the performance of contracted duties, Contractor's employees may be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Contractor's employees may be required to furnish to CDCR, at no cost to CPR or CDCR, a Tuberculin Skin Test (TST) and evaluation, prior to assuming their contracted duties and annually thereafter, showing that Contractor's employees have been examined and found free of TB in an infectious stage.

14. **Governing Law; State Required Terms and Conditions.** This Agreement shall be governed by and construed under the laws of the State of California. Contractor understands and agrees that CDCR is obtaining Contractor's services for the benefit of the State of California and that Contractor shall be bound to the State's General Terms and Conditions and Contractor Certification Clauses set forth at: <http://www.documents.dgs.ca.gov/ols/GTC-307.doc> and <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>, except that all references to the "State" or the "Department of General Services" will mean CDCR. Contractor shall perform the Services in full compliance with such terms, conditions and certifications and any other applicable federal, state and local laws and regulations in effect at the time the Services are rendered.

15. **Subcontractors.** Any use of subcontractors must first be approved in writing by CDCR. A proposal to use subcontractors shall identify the subcontractors and include a description of tasks to be performed by the subcontractor and the amount of compensation to be paid. Contractor agrees to bind subcontractors to all applicable terms and conditions set forth in this Agreement. The CDCR shall have the right to revoke its prior approval of a subcontractor and replace such subcontractor as soon as possible. If the subcontractor's performance is materially deficient, good faith doubts exist concerning the subcontractor's ability to render future performance, or there have been material misrepresentations concerning the subcontractor.

16. **Entire Agreement; Modification; Waiver.** This Agreement, including its exhibits, constitute the entire agreement of the parties and supersedes any and all prior or contemporaneous written or oral negotiations, correspondence, understandings and Agreements between the parties respecting the subject matter hereof. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Contractor shall not be entitled to assign or delegate any of its rights or obligations hereunder without the prior written consent of CDCR.

18. **Execution.** By their signature below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made. This Agreement may be signed in counterparts, each complete set of which shall constitute an original.

19. **Order of Precedence.** In the event of any inconsistency between this Consulting Services Agreement, the attachments, or other provisions which constitute this Contract, the following order of precedence shall apply: (a) this Consulting Services Agreement; (b) Attachments A through D; (c) Contractor's response, dated MM/DD/YYYY, to CPR's 10/26/2009 Request for Proposal number 09-018-ITS (Strategic Offender Management Systems [SOMS] Independent System Integrator Functional and Technical Assessment [SIFTA] Services); and (d) CPR's Request for Proposal number 09-018-ITS dated 10/26/2009.

EXHIBIT A

SCOPE OF SERVICES

This Agreement is to procure consulting services from Contractor for CDCR's Strategic Offender Management Systems (SOMS). Contractor will conduct an independent functional and technical assessment of the SOMS system with a focus services provided by the system integrator.

In addition to full implementation of the CPR's Request for Proposal (RFP) for SOMS Independent System Integrator Functional and Technical Assessment (SIFTA) Services (RFP 09-018-ITS), and Contractor's response thereto (i.e., Strategic Roadmap), both of which are incorporated herein by reference, Contractor services shall include, but are not limited to, all of the following:

Deliverables	Deliverable Overview	Due Date
Deliverable 1 – Project Management	Planning Documents	With the Proposal and again 20 calendar days after contract award (to incorporate any State required changes)
Deliverable 2 – System Integrator Project Management Oversight	Sixteen (16) Quarterly Reports providing oversight of the System Integrator Project Management Processes and Planning. This is part of the System Integrator Project Management, Business Process (Change) Management and Quality Management Quarterly Critical Assessment Risk Report Deliverable.	Due at the month end, in the 3 <sup>rd</sup> calendar month after contract start (i.e., Contract start Jan. 29, 2010, first Quarterly report due Apr. 30, 2010)
Deliverable 3 – Business Process (Change) Management Oversight	Sixteen (16) Quarterly Reports providing oversight of Business Process (Change) Management. This is part of the System Integrator Project Management, Business Process (Change) Management and Quality Management Quarterly Critical Assessment Risk Report Deliverable.	Due at the month end, in the 3 <sup>rd</sup> calendar month after contract start (i.e., Contract start Jan. 29, 2010, first Quarterly report due Apr. 30, 2010)
Deliverable 4 – Knowledge Transfer & Training Oversight	Fifteen (15) Quarterly Reports providing oversight of Knowledge Transfer & Training.	Due at the month end, in the 5 <sup>th</sup> calendar month after contract start (i.e., Contract start Jan. 29, 2010, first Quarterly report due Jun. 30, 2010)
Deliverable 5 – System Design, Development, and Customization Oversight	Sixteen (16) Quarterly Reports providing oversight of System Design, Development and Customization.	Due at the month end, in the 3 <sup>rd</sup> calendar month after contract start (i.e., Contract start Jan. 5, 2010, first Quarterly report due Apr. 30, 2010)
Deliverable 6 –	Fifteen (15) Quarterly Reports	Due at the month end,

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Testing Oversight	providing oversight of Testing	in the 4 <sup>th</sup> calendar month after contract start (i.e., Contract start Oct. 15, 2009, first Quarterly report due May 31, 2010)
Deliverable 7 – Implementation Oversight	Thirteen (13) Quarterly Reports providing oversight of System Implementation This task will be delivered as part of the Implementation, Production Support and Transition Quarterly Critical Risk Report Deliverable.	Due at the month end, in the 10 <sup>th</sup> calendar month after contract start (i.e., Contract start Jan. 29, 2010, first Quarterly report due Nov. 30, 2010)
Deliverable 8 – Security Assessment and Oversight	Four (4) Annual Reports providing an assessment and oversight of Solution Security.	Due at the month end, in the 9 <sup>th</sup> calendar month after contract start (i.e., Contract start Jan. 5, 2010, first Quarterly report due Oct. 31, 2010)
Deliverable 9 – Quality Management Oversight	Sixteen (16) Quarterly Reports providing oversight of Quality Management (not Quality Assurance). This is part of the System Integrator Project Management, Business Process (Change) Management and Quality Management Quarterly Critical Assessment Risk Report Deliverable.	Due at the month end, in the 3 <sup>rd</sup> calendar month after contract start (i.e., Contract start Jan. 5, 2010, first Quarterly report due Apr. 30, 2010)
Deliverable 10 – Production Support and Transition Oversight	Thirteen (13) Quarterly Reports providing oversight of Production Support and Transition This task will be delivered as part of the Implementation, Production Support and Transition Quarterly Critical Risk Report Deliverable.	Due at the month end, in the 10 <sup>th</sup> calendar month after contract start (i.e., Contract start Jan. 5, 2010, first Quarterly report due Nov. 30, 2010)

## SPECIFIC DELIVERABLES

In addition to the above Services, Contractor shall provide all of the following project deliverables:

### 1. Project Management

- a. Develop a SIFTA Software Verification and Validation Plan (SVVP);
- b. Identify work-plan schedule for each task corresponding to the System Integrator (SI) schedule;
- c. Identify project milestones that map to SI's project milestones;
- d. Determine software characteristics (e.g., criticality, risk, safety level, security level, desired performance, etc.), that define importance of the software, and all relevant features and/or SOMS scope;
- e. Determine software integrity level of the SOMS system and software;
- f. Determine minimum tasks for the software integrity level using IEEE 1012-2004 Table 2, the selected software integrity level scheme, and RFP requirements; and

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- g. Identify staffing and staff management tasks.

## 2. **System Integrator Project Management Oversight**

- a. Verify and assess: 1) SOMS SI project management and organization; and 2) that lines of reporting and responsibility provide adequate technical and managerial oversight of project;
- b. Assess SOMS coordination, communication, and management to verify that agencies and departments are not working independently of one another, and are following communication plan;
- c. Verify that a project management plan is established and being followed;
- d. Evaluate the SOMS SI's project management plans and procedures to verify they are developed, communicated, implemented, monitored and complete;
- e. Evaluate project reporting plan and actual project reports to verify project status is accurately traced using project metrics;
- f. Verify SOMS milestone and deliverable completion dates are planned, monitored, and met;
- g. Verify existence and institutionalization of an appropriate project issue tracking mechanism that documents issues as they arise, enables communication of issues to proper stakeholders, documents a mitigation strategy, as appropriate, and tracks issue(s) to closure. This shall include, but not be limited to, technical and development efforts;
- h. Evaluate SOMS life-cycle development methodology or methodologies (i.e., waterfall, evolutionary spiral, rapid prototyping, incremental, etc.) to see if they are appropriate for the system being developed;
- i. Verify that a project risk management plan is created and being followed. Evaluate project risk management plans and procedures to verify risks are identified and quantified and mitigation plans are developed;
- j. Verify that a communication plan is created and being followed. Evaluate communication plans and strategies to verify that they support communications and work product sharing between all project stakeholders; and assess if communication plans and strategies are effective, implemented, monitored, and complete;
- k. Evaluate and make recommendations on project scheduling and estimating process(es) to ensure project budget and resources are adequate for work-breakdown structure and schedule;
- l. Review schedules to verify adequate time and resources are assigned for planning, development, review, testing, and rework; and
- m. Verify project's organizational structure supports training, process definition, independent quality assurance, configuration management, product evaluation, and any other functions critical for project success.

## 3. **Business Process (Change) Management Oversight**

- a. Evaluate change management plans and procedures to verify: 1) they are developed, communicated, implemented, monitored, and complete; and 2) resistance to change is anticipated and prepared for;
- b. Evaluate project's ability and plans to redesign business systems to achieve improvements in critical measures of performance such as cost, quality, service, and speed;
- c. Verify reengineering plan has the strategy, management backing, resources, skills, and incentives necessary for effective change;
- d. Verify resistance to change is anticipated and prepared for using principles of change management at each step (e.g., excellent communication, participation, incentives), and having the appropriate leadership (e.g., executive pressure, vision, and actions) throughout the reengineering process.

**4. Knowledge Transfer and Training Oversight**

- a. Evaluate SI's knowledge transfer process(es), specifically the quality of knowledge transfer documentation provided to CDCR with what should be provided during knowledge transfer;
- b. Review and make recommendations on training provided to system users. Verify sufficient knowledge transfer for maintenance and operation of the new system;
- c. Evaluate source code walkthroughs to project staff;
- d. Verify developer training is technically adequate, appropriate for the development phase, and available at appropriate times;
- e. Evaluate training strategy, approach and planning;
- f. Evaluate training sessions and user responses;
- g. Evaluate project questionnaire and/or develop an independent questionnaire for user feedback;

**5. System Design, Development, and Customization Oversight**

- a. Conduct and monitor critical assessment of vital system functionality to identify extent of impact to internal and external functionality, should malfunctions occur;
- b. Review and provide critical analyses of all system development deliverables from prime contractor including, but not limited to, all of the following:
  - Requirements, design, training and implementation documentation;
  - Prime contractor developed source code for accuracy, completeness, use of agreed upon methods and tools; and
  - Application of formal configuration management;
- c. Verify and monitor system requirements traceability and implementation through design, code, implementation, test and training. This analysis shall be performed to ensure that business and system requirements are properly allocated to hardware and software requirements, and that the requirements are carried through to design, implementation, and testing;
- d. Participate in risk assessment sessions, review risk matrices, and mitigation plans;
- e. Evaluate development hardware configurations to determine performance is adequate to meet the needs of system development and if the hardware is maintainable, consistent, upgradeable, and compatible;
- f. Evaluate development software to determine if its capabilities are adequate to meet system development requirements and if software is maintainable, consistent, and upgradeable;
- g. Evaluate proposed system architecture including hardware, licensed software, database, application languages, communications, security, and other critical components to identify potential problems and risks in meeting anticipated/contractual performance requirements of the system including, but not limited to, response time(s) and maintainability;
- h. Verify that all system interfaces are exactly described, by medium and by function, including input/output control codes, data format, polarity, range, units, and frequency;
- i. Monitor changes in key system and application components during development lifecycle and update findings, conclusions, and recommendations accordingly;
- j. Evaluate performance modeling/capacity planning and related volume and stress testing performed, inclusive of technical, application, and data architectures;
- k. Monitor system development issue identification, documentation, and resolution processes and procedures;
- l. Verify configuration management process is satisfactory in terms of completeness and adequacy;
- m. Attend weekly project status meetings and prime contractor deliverable walkthroughs;

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- n. Conduct monthly source code reviews to provide feedback on project supplied source code for adherence to standards and maintainability;
- o. Conduct monthly conversion program reviews and provide analyses, risk, and recommendations to the conversion effort;

**6. Testing Oversight**

- a. Monitor testing system issue/defect identification, documentation, and review resolution processes and procedures
- b. Review integration, system, and acceptance test plan documents to identify issues and gaps, and make recommendations to ensure tests cover all system requirements, both draft and final;
- c. Review integration, system, and acceptance test scripts to identify issues and gaps, and make recommendations that ensure test scripts cover all system requirements, both draft and final;
- d. Witness integration, system, performance and acceptance testing to ensure tests are executed according to test plans and test scripts;
- e. Verify and monitor system requirements traceability through design, code, implementation, test and training, and verify its implementation. This analysis shall be performed to ensure that business and system requirements are properly allocated to hardware and software requirements, and that requirements are carried through to design, implementation, and testing;
- f. Verify performance testing (e.g. timing, response time and throughput) to satisfy user needs;
- g. Recommend ad hoc tests during test execution that specifically address a unique scenario not included in test plan. Contractor may recommend selected tests to be independently monitored by EDS. As approved, Contractor must provide a qualified staff to monitor tests and independently prepare test outcome reports.

**7. Implementation Oversight**

- a. Review and evaluate implementation planning effort(s);
- b. Review and evaluate implementation staffing levels;
- c. Review and evaluate phase implementation readiness;
- d. Review and evaluate site implementation readiness;
- e. Evaluate system implementation defect tracking;
- f. Monitor implementation activities and identify risk or issues;
- g. Review and evaluate implementation support process(es); and
- h. Evaluate conversion tasks and conversion risks to implementation.

**8. Security Assessment and Oversight**

- a. Review SOMS Project facilities for physical security risks. Bidder must identify issues and make recommendations to improve physical security of the facility;
- b. Review SOMS related information assets for security risks (e.g., configuration check-lists, computer device hardening, etc.). Bidder must also identify issues and make recommendations to improve security of those assets;
- c. Conduct an NIST 800-18 security assessment covering the complete security assessment model, as appropriate, and relevant to any SOMS computer security site, system, and subsequent computer security audit that may be conducted in the future; and
- d. Conduct an NIST 800-30 risk assessment covering the complete risk assessment model as described in NIST 800-30 and relevant to any SOMS risk assessment audits that may be conducted internally in the future.

Contractor Name  
California Department of Corrections and Rehabilitation

**9. Quality Management Oversight**

- a. Evaluate how SI provides quality management in the day-to-day operations of project;
- b. Provide detailed analyses of the quality management approach and how the SI ensures quality management processes, procedures, etc.; and
- c. Provide ongoing detailed recommendations on ways to improve quality in day-to-day operations of the project.

**10. Production Support and Transition Oversight**

- a. Review and evaluate transition plans for the State to assume system operations and maintenance;
- b. Monitor transition activities and evaluate outcomes; and
- c. Evaluate operational recovery plans and processes including backup, disaster recovery, and day-to-day operations to verify if processes are being followed.

**11. Special Studies**

- a. Perform ad-hoc studies requested by SOMS Project Director; and
- b. Any other study as requested by SOMS Project Director.

**12. Ongoing Coordination with CDCR Project Management Office (PMO)**

- a. Contractor shall provide a minimum of 40-hours per month of overall project coordination including, but not limited to, meetings at least weekly with the designated CDCR Contract Manager or designee; and
- b. Attendance by Contractor's Subject Matter Experts (SMEs) at select Imaging Services Steering Oversight Committee meetings for dissemination of project information, Questions and Answers (Q&A) activities, etc.

**13. Other Expectations**

- a. Coordinate with CDCR Contract Manager or designee to facilitate a kick-off meeting for the project in Sacramento, CA; and
- b. Present project deliverables and analyses by the project milestone dates, and follow up with oral and/or written presentations to the Imaging Services Steering Oversight Committee during selected regular meetings.

**B. IMPLEMENTATION TIMELINE**

At the CDCR's option, this contract may be extended for up to an additional one-year period on a month-to-month basis.

Contractor shall be available to commence work immediately upon execution of the Agreement.

## EXHIBIT B

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### BUDGET DETAIL AND PAYMENT PROVISIONS

#### **1. INVOICING AND PAYMENT:**

For services satisfactorily rendered, and upon receipt and approval of invoices, CDCR agrees to reimburse Contractor for said services on a time and materials basis, no more than monthly in arrears and in accordance with Exhibit B (Budget Detail and Payment Provisions), Item 5 (Cost Breakdown). Reimbursement for services rendered by Contractor shall be on a deliverables basis, and subject to CDCR acceptance. Contractor shall provide a written status report with each invoice that specifies the work completed by consultant(s), the number of hours performed for each task and/or deliverable, the individual providing the services and any outstanding issues and concerns that need to be addressed.

All invoices shall be submitted with all supporting documentation that properly details all charges, expenses, direct and indirect costs. All invoices submitted by Contractor to CDCR must identify the Agreement Number. Any invoices submitted without the above referenced information may be returned to Contractor for re-processing.

Contractor shall address and submit all invoices to the following:

Chief Information Officer  
P.O. Box 4038, Suite 225  
Sacramento, CA 95812-4038

#### **2. PROMPT PAYMENT CLAUSE:**

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

#### **3. BUDGET CONTINGENCY CLAUSE:**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

#### **4. TRAVEL AND MISCELLANEOUS EXPENSES:**

Travel outside the greater Sacramento metropolitan area will be necessary as CDCR has institutions located throughout the State. Any reimbursable out-of-state travel and/or other expenses must be approved in advance by the PMO Director or designee and itemized in Contractor's invoice. Travel reimbursement may not exceed the rates, terms, and conditions that apply to comparable State employees, in accordance with travel rules and regulations, as specified in California Code of Regulations (CCR), Title 2, Division 1, Chapter 3, and/or the California Department of Personnel Administration (DPA), Sections 599.619 through 599.631. Travel expenses shall be submitted on a State of California Travel Expense Claim (Std. 262) or an authorized departmental travel claim form.

No travel or parking within the Sacramento metropolitan area will be paid. Only approved business travel originating at the CDCR or Contractor's Satellite Office may be reimbursed. Travel from a contractor's home or business to the primary CDCR project site is not reimbursable, unless otherwise expressly authorized by the PMO Director or designee.

Contractor agrees to follow the timelines and cost proposals as submitted within their response to the RFP entitled "Request for Proposals for Enterprise Imaging and Radiology Professional Management Services for California Adult Prison Facilities", dated October 6, 2008.

**5. COST BREAKDOWN:**

**Deliverable 1: Project Management**

Sub-Deliverables and/or Tasks	Key Staff	Hours*	Hourly Rate	Total by Resource
<ul style="list-style-type: none"> <li>Software Verification and Validation Plan (SVVP)</li> <li>SVVP Workplan Schedule</li> <li>Staff Management Plan</li> </ul>	Team Lead			
	Technical Lead			
	Functional Lead			
	<b>Total</b>			

**Deliverable 2: System Integrator Project Management**

Sub-Deliverables and/or Tasks	Key Staff	Hours*	Hourly Rate	Total by Resource
<ul style="list-style-type: none"> <li>Sixteen (16) Quarterly Reports providing oversight of the System Integrator (SI)</li> </ul>	Team Lead			
	Technical Lead			
	Functional Lead			
	<b>Total</b>			

**Deliverable 3: Business Process (Change) Management**

Sub-Deliverables and/or Tasks	Key Staff	Hours*	Hourly Rate	Total by Resource
<ul style="list-style-type: none"> <li>Sixteen (16) Quarterly Reports providing oversight of the Business Process (Change) Management</li> </ul>	Team Lead			
	Technical Lead			
	Functional Lead			
	<b>Total</b>			

**Deliverable 4: Knowledge Transfer & Training**

Sub-Deliverables and/or Tasks	Key Staff	Hours*	Hourly Rate	Total by Resource
<ul style="list-style-type: none"> <li>Fifteen (15) Quarterly Reports providing oversight of Knowledge Transfer and Training</li> </ul>	Team Lead			
	Technical Lead			
	Functional Lead			
	<b>Total</b>			

### Deliverable 5: System Design, Development and Customization

Sub-Deliverables and/or Tasks	Key Staff	Hours*	Hourly Rate	Total by Resource
<ul style="list-style-type: none"> <li>Sixteen (16) Quarterly Reports providing oversight of System Design, Development, and Customization</li> </ul>	Team Lead			
	Technical Lead			
	Functional Lead			
			<b>Total</b>	

### Deliverable 6: Testing

Sub-Deliverables and/or Tasks	Key Staff	Hours*	Hourly Rate	Total by Resource
<ul style="list-style-type: none"> <li>Fifteen (15) Quarterly Reports providing oversight of Testing</li> </ul>	Team Lead			
	Technical Lead			
	Functional Lead			
			<b>Total</b>	

### Deliverable 7: Implementation

Sub-Deliverables and/or Tasks	Key Staff	Hours*	Hourly Rate	Total by Resource
<ul style="list-style-type: none"> <li>Thirteen (13) Quarterly Reports providing oversight of System Implementation.</li> </ul>	Team Lead			
	Technical Lead			
	Functional Lead			
			<b>Total</b>	

### Deliverable 8: Security Assessment

Sub-Deliverables and/or Tasks	Key Staff	Hours*	Hourly Rate	Total by Resource
<ul style="list-style-type: none"> <li>Four (4) Annual Reports providing oversight of Solution Security.</li> </ul>	Team Lead			
	Technical Lead			
	Functional Lead			
			<b>Total</b>	

**Deliverable 9: Quality Management**

Sub-Deliverables and/or Tasks	Key Staff	Hours*	Hourly Rate	Total by Resource
<ul style="list-style-type: none"> <li>Sixteen (16) Quarterly Reports providing oversight of Quality Management</li> </ul>	Team Lead			
	Technical Lead			
	Functional Lead			
			<b>Total</b>	

**Deliverable 10: Production Support and Transition**

Sub-Deliverables and/or Tasks	Key Staff	Hours*	Hourly Rate	Total by Resource
<ul style="list-style-type: none"> <li>Thirteen (13) Quarterly Reports providing oversight of Production Support and Transition.</li> </ul>	Team Lead			
	Technical Lead			
	Functional Lead			
			<b>Total</b>	

**Cost Breakdown Summation**

Deliverable	Primary Focus	Total Hours	Amount
Deliverable 1	Project Management		
Deliverable 2	System Integrator Project Management Oversight		
Deliverable 3	Business Process (Change) Management Oversight		
Deliverable 4	Knowledge Transfer and Training Oversight		
Deliverable 5	System Design, Development, and Customization Oversight		
Deliverable 6	Testing Oversight		
Deliverable 7	Implementation Oversight		
Deliverable 8	Security Assessment Oversight		
Deliverable 9	Quality Management Oversight		
Deliverable 10	Product Support and Transition Oversight		
<b>Sub-Total</b>			
<b>Travel</b>			
<b>Maximum Amount Payable</b>		<b>TOTAL</b>	

\* Note: All use of time in this exhibit is for reference purposes only. This agreement is a purely deliverables based agreement, and will not be reimbursed on a time and materials basis.

## EXHIBIT C

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### CONTRACTOR INSURANCE

#### Insurance Requirements:

Prior to Contractor commencing performance of Services, and continuing for a period of at least three (3) years following completion of Contractor's Services, Contractor shall, at its sole cost and expense, carry and maintain employer's liability insurance, comprehensive general liability insurance, professional liability insurance and automobile liability insurance (including coverage for owned, non-owned and hired autos) on an "occurrence" basis. Such insurance shall conform to the following requirements:

1. Workers' Compensation. Statutory Workers' Compensation covering all employees and complying with all laws of California, and Employer's Liability Insurance with minimum limit of One Million Dollars (\$1,000,000).
2. Commercial General Liability. Commercial General Liability providing for a limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for bodily injury or property damage combined.
3. Professional Liability. Professional Liability insurance including coverage for any errors or omissions caused by negligence in the performance of duties under this Agreement, providing for a limit of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate.
4. Automobile. Commercial Automobile Liability insurance coverage in the sum not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage combined including coverage for owned, non-owned, and hired automobiles.

Contractor shall supply CDCR with certificates evidencing such insurance, and showing CDCR and the State of California (and any other party identified as an Indemnified party) as additional insured parties under the comprehensive general liability insurance and automobile insurance policies with respect to the Services and providing for thirty (30) days' written notice to CDCR prior to cancellation or modification thereof. Contractor's insurance shall be primary, with any insurance maintained by an additional insured party being non-contributory. Certificates evidencing the required insurance as stipulated shall be presented prior to any payments made pursuant to this Agreement.

## EXHIBIT D

### BUSINESS ASSOCIATE AGREEMENT

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WHEREAS, Contractor, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate acknowledges that the fulfillment of the its obligations under this Agreement may necessitate the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

#### **ARTICLE 1 DEFINITIONS**

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

## ARTICLE 2

### CONFIDENTIALITY

2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:

- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
- (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
- (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
- (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.
- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.

- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc. ) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

## 2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

## 2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

## 2.4 Obligations of Covered Entity.

- (a) Covered Entity will notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

- (b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity will be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

**ARTICLE 3  
SECURITY**

3.1 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

**ARTICLE 4**  
**EXCHANGE OF STANDARD TRANSMISSIONS**

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Code Set Retention.

If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, which ever is longer.

4.4 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.
- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.

- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require compensating any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

## **ARTICLE 5 MISCELLANEOUS**

### **5.1 Indemnification.**

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

### **5.2 Term and Termination.**

- (a) **Term.** The Term of this Business Associate Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) **Termination for Cause.** Upon a material breach by Business Associate of this Business Associate Agreement, Covered Entity may (i) terminate this Business Associate Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Business Associate Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use or disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.4 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.5 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.5 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.5 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.5 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.5 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.