



## **REQUEST FOR OFFER**

**RFO #: CMAS-DTD-IT2020-003**

### **Automated License Data System (ALDS)**

### **CMAS IT Consult – Maintenance and Operation of ALDS**

**RFO Release Date: 04/13/2020**

California Department of Fish and Wildlife (CDFW) Data and Technology Division (DTD) is seeking to contract the services of a qualified CMAS contractor to provide IT consulting services.

You are invited to review and respond to this Request for Offer (RFO). To submit an offer for these services, you must comply with the instructions contained in this document as well as the requirements stated in the State's Scope of Work (SOW), Exhibit A and Cost Worksheet, Exhibit B. By submitting an offer, your firm agrees to the terms and conditions stated in this RFO and your proposed CMAS contract.

The RFO due date is 04/27/2020 by 3:00pm PST. Responses to this RFO and any required documents must be submitted by e-mail to contact below by due date.

CDFW Procurement Contact:

Nichole Gutierrez  
California Department of Fish and Wildlife  
Data and Technology Division  
Phone: 916-323-1438  
Fax: 916-323-1431  
Email: [Nichole.Gutierrez@Wildlife.ca.gov](mailto:Nichole.Gutierrez@Wildlife.ca.gov)

## General Information

### 1. Background and Purpose

The California Department of Fish and Wildlife (CDFW) Data and Technology Division (DTD) is seeking to contract the services of a qualified CMAS contractor to provide IT consulting services as described in the Scope of Work (SOW), Exhibit A.

The awarded Contractor shall not be authorized to deliver or commence performance of services as described in the SOW until written approval has been obtained by all entities. No delivery or performance of services may commence prior to the execution of the Agreement.

The California Department of Fish and Wildlife Data and Technology Division (DTD) is seeking the services of one (1) highly skilled specialist with expert knowledge and experience as a Operations Management (OM) Consultant. The Operation Manager (OM) will be responsible for working with CDFW, State Control Agencies, various other consultants and the ALDS Contractor during the “operations” phase of ALDS. Proposed staff must be knowledgeable and possess demonstrated experience with private sector development, implementation and operation support of other government projects of similar in size, scope and complexity of ALDS.

The Department requests that the Contractor shall make available to the State one resource to serve as the primary OM and may at the sole discretion of the contractor propose a Consultant Team in order to meet all of the requirements and accomplish all tasks. It is required that the Primary OM be PMI certified

The term of this agreement begins on the date the Purchase Order is fully executed through June 2020. This Agreement will include an option (time only) to extend an additional six (6) months through December 2022. This contract shall not exceed \$499,999.99 including the optional extension. The contractor is expected to work full-time hours (40 hours per week) onsite at the DTD offices, located in Sacramento, California.

The awarded contractor shall not be authorized to deliver or commence performance of services as described in this Scope of Work (SOW) until written approval has been obtained from all entities. No delivery or performance of service may commence prior to the execution of the Agreement.

### 2. Key Action Dates

Listed below are the Key Action Dates and times by which the actions must be taken or completed in response to this RFO. If DTD finds it necessary to change any of these dates, it will be accomplished via an addendum to this RFO.

Key Action	Date	Time
1. Release of RFO	13-April-2020	3:00 pm PST
2. Submission of Written Questions (e-mail)	17-April-2020	3:00 pm PST

3. CDFW response to written questions	20-April-2020	3:00 pm PST
4. Submission of Offer (by date and time)	27-April-2020	3:00 pm PST
5. Interviews (Optional for CDFW)	28-April-2020 through 01-May-2020	TBD
6. RFO Evaluation (complete)	05-May-2020	3:00pm PST
7. Notice of Intent to Award (estimated)	29-May-2020	3:00pm PST

All dates after the Submission of Offer (date and time) are approximate and may be changed if needed to allow CDFW additional time for evaluation and contract execution.

### 3. Written Questions

All questions regarding the content of this RFO must be submitted via e-mail to IT Procurement at ([ITProcurement@wildlife.ca.gov](mailto:ITProcurement@wildlife.ca.gov)) must be received by the Key Action Date #2 above. Questions not submitted by the Key Action Date #2 shall be answered at CDFW's option. When CDFW has completed its review of the questions, all the questions and answers will be distributed via e-mail to all Bidders.

### 4. RFO Response Requirements

This RFO and the Contractor's response to this document, and all questions and answers will be made part of the ordering department's STD. 65 Purchasing Authority Purchase Order (PO) and procurement contract file.

All agreements entered into with the State of California will include by reference Information Technology General Terms and Conditions and Contractor Certification Clauses that can be reviewed and downloaded at:

[DGS Procurement Division Model Contract Language](#)

Responses must contain all requested information and data and conform to the format as described in Attachment 1 RFO Response Content. It is the Contractor's responsibility to provide all necessary information for CDFW to evaluate the response, verify requested information and determine the Contractor's ability to perform the tasks and activities defined in Exhibit A, Scope of Work (SOW) and Exhibit B, Cost Worksheet provided as required below.

The Contractor can submit RFO;

1. Electronically to [Nichole.Gutierrez@wildlife.ca.gov](mailto:Nichole.Gutierrez@wildlife.ca.gov) by date and time required in the Key Action Dates #4. All vendor's response received prior to due date and time will be considered. CDFW is not responsible for any e-mail loss and/or failure to receive prior. CDFW assumes no responsibility if Vendor cannot transmit their response electronically to the department (ie. File is to large, system outage, etc.). If the vendor is submitting response using a Zip file, please send a separate email to department contact stating that the submission is in a Zip file, since the submission will go directly to the Department Help Desk for scanning prior to delivery to the Department contact. Reference "CMAS-DTD-IT2020-003" in subject line. Cover letter can be electronically signed and submission can be adobe acrobat file, or Cover letter can be signed and scanned, with the remainder of the submission an adobe acrobat file.

2. Through USPS mail to CDFW DTD, P.O Box 944209, Sacramento, CA 95811. Clearly labeled CMAS-DTD-IT2020-003 Submission, attn.: Nichole Gutierrez. Please include original, plus 2 copies.
3. Through FedEx, DHL, UPS or hand deliver to 1700 9<sup>th</sup> Street, Suite 300, Sacramento, CA 95811. Clearly labeled CMAS-DTD-IT2020-003 Submission, attn.: Nichole Gutierrez. Please include original, plus 4 copies.

Upon RFO response opening, all documents submitted will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. Responses must contain all requested information and data and conform to the format as described in Section D. It is the Offeror's responsibility to provide all necessary information for the State to evaluate the response, verify requested information and determine the Offeror's ability to perform the tasks and activities defined in Exhibit A – State's Statement of Work and Exhibit B – Cost Worksheet.

## 5. RFO Response Content

Offers submitted in response to this RFO must include the following information:

### a) Response to Scope of Work (SOW), Exhibit A:

1. Cover letter signed by the authorized officer of the company or firm who has legal and binding authority
2. Completed Attachment 1 RFO Response Checklist
3. A copy of Contractor's full CMAS contract that includes the California Department of General Services (DGS) logo, CMAS number, term and DGS' signature approval
4. Verification of Certified Small Business and/or Disabled Veterans Business Enterprise (DVBE) (if applicable)
5. Bidder Declaration (GSPD-05-105) <http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf>
6. [Payee Data Record \(STD 204\)](http://www.documents.dgs.ca.gov/BSC/CACHandbook2012/PayeeDataRecord.pdf%20(SECURED).pdf)
7. Scope of Work (SOW) Response
  1. A brief description of Vendor's approach for completing the services requested in Exhibit A (Statement of Work), Section C (Scope of Services) such as, the functions, roles, and responsibilities of Vendor personnel. As well as high level plan for delivery of each deliverable. This description should be titled Statement of Approach:
    - a. Proposal body (limit 20 pages) including;
      - i. Brief description of Contractor's firm
      - ii. Description of Contactor's understanding of ALDS system (as described in Exhibit A, Scope and Description) approach to role as Operations Manager including tools and techniques that would be used.
      - iii. Describe proposed consultant's expertise and experience (similar services rendered on a similar operation, etc.) performing IT operations management consulting services as it relates to the objectives and deliverables requested in Scope of Work and minimum qualifications required.

- iv. Describe any assumptions that the Contractor made for this proposal and for the contract.
- v. Two (2) Samples of work from other projects of similar size and scope
  - 1. First – issue log and process (limit 5 pages)
  - 2. Second – Monthly status report, (limit 5 pages)
- vi. Resume(s) of Vendor’s proposed personnel must include all the following:
  - 1. Relevant experience(s) in support of required qualifications;
  - 2. A start and end date of each job cited;
  - 3. Consultant’s applicable qualifications; and
    - a. Copy of Project Management Professional (PMP) or Project Management Institute (PMI) Certification for PM staff (required)
- 8. Minimum Qualification Worksheet
  - i. Completed Attachment 2, Minimum and Desired Experience and Qualifications Worksheet
- 9. Resume for the proposed resource
  - a. Contractor will provide five (5) references for the proposed resource – two (2) vendor references and three (3) proposed resource references. References should provide validation for work of similar size, scope and expertise as needed for this contract (minimum qualifications and desired experience).

**b) Response to Cost Worksheet, Exhibit B:**

The ensuing Agreement will be invoiced and reimbursed on a time and materials basis as determined in the Work Authorizations.

RFO response opening, all documents submitted will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

## 6. Presentations and/or Interviews

The RFO process may include an interview from the top 3 or 4 RFO responses, based on Administrative and Technical scores (as explained in Attachment 4, Best Value Evaluation Process). An outline will be provided to Contractors asked to participate in the interview phase of the evaluation describing expectations. The interview will be used to validate knowledge, skills, ability and approach to complete the deliverables. Interviews will be scheduled according to Key Action #5 dates mentioned above but are optional for CDFW to conduct at this time.

## 7. Exhibits and Attachments

Contractors must complete or provide information for Exhibit A, Exhibit B and all required attachments 1 through 5 as follows. Failure to provide all attachments may result in disqualification:

Exhibit A	Statement of Work
Exhibit B	Cost Worksheet
Attachment 1	RFO Response Checklist

Attachment 2	Minimum and Desired Experience and Qualifications Worksheet
Attachment 3	Best Value Evaluation Process (for information only)
Attachment 4	Work Authorization Form Sample (do not fill this out)

## Additional Resources

Prospective Contractors are encouraged to review the RFO Section 3. Current Environment; Section 4. Proposed Future Environment; Section 6. System Requirements; Section 7. Pricing Proposal and Appendix F-G, Special Project Reports (1-4); and the following ALDS Plans: Operational Support, Software Development, Configuration Management and Service Level Agreement (SLA) Document. These ALDS documents are available upon request.

## 8. Selection Process

All offers will be reviewed for responsiveness to requirements of the RFO. Detail “Best Value” evaluation process can be found in Attachment 3.

## Exhibit A – Scope of Work

### A. Scope

In order to effectively manage California’s widespread wildlife resources while being responsive to the needs of the various constituents that benefit from their continued well-being, CDFW consistently monitors the health of the resources under its care. One of the resource management tools is an established system of permissive resource use. To this end, the CDFW has established the License and Revenue Branch (LRB).

LRB is responsible for facilitating and managing permissive use through the sale of more than 670 types of sport fishing, hunting, special permits and commercial licenses. CDFW issues more than five (5) million documents each year which generates approximately \$120 million annually. These revenues account for approximately 30 percent of CDFW’s total budget and equates to approximately 90 percent of the funds deposited into the Fish and Wildlife Preservation Fund.

In 2010/11 CDFW implement phase I of a new automated license system known as Automated License Data System or ALDS. ALDS automated the manual license issuance process across eleven (11) CDFW offices and approximately 1,350 retail license agent sites throughout California through an on-line relational database management system. It replaced the prior manual processes and facilitates the timely capture of license and permit revenues. Sales channels include CDFW offices and License Agents that access the database and conduct business via a POS terminal and printer, Internet and Retail Phone sales channel.

On December 31, 2013, CDFW completed Phase II of the ALDS project and began the transition to operations and maintenance (O&M) mode for ALDS. The ALDS is managed and administered by ALDS Unit under the Data and Technology Division.

There are many accomplishments since the start of O&M:

- CDFW and Aspira completed the POS equipment replacement in 2015 on schedule and within budget. This was a replacement of 1600 terminals and 1600 printers of which 1200 were equipment replaced at retail locations.
- Vendor continues maintain and improve the ALDS architecture, infrastructure, network, and security.
- CDFW continues to streamline and automated the delivery of license items and services outside of fishing and hunting items into ALDS. From 2010 to 2019 – the catalog of item available from ALDS has over doubled in growth from 350 to 780 items in the catalog. License sales revenue have increased from \$98 million to \$127 million.
- Customer communication improvements - CDFW sent out 10.8 million emails to customers in each of the last three years.
- CDFW has implemented improvements to add new functionality and incorporate more CDFW programs into ALDS including a Law Enforcement Mobile App , Hunter Education course student results integration, Automate Email Notification of Draw Results, Agent Statement Generation Rewrite, and expanding online hunt applications and implementing more environmental fees into the ALDS system

There are four major components of ALDS:

- **Integrated Point of Sale (IPOS Sales)** – touch screen terminal devices with attached DMV card readers, barcode readers, and printers located at all sales agent outlets. Sports fishermen and hunters can purchase licenses, permits and tags at CDFW and retail sales outlets via the IPOS sales devices. License Agents can manage users, order inventory items, (such as regulations and paper stock) and run sales reports from the IPOS devices;
- **Internet/Telephone Sales** – the internet website allows customers to purchase CDFW licenses and other items. The site allows customers to view their license history, view their drawing entries and results, view their preference points, reprint certain internet-purchased licenses, purchase duplicate licenses, and search for a license agent location. Customers may also place phone orders for their licenses via the current vendor (Aspira) customer service staff;
- **License Agent Services** - the ALDS internet website allows retail sales agents to complete an application for new retail license agent sites and get historical sales reports for more than 1,350 retail license agent sites; and
- **Control Center** – the backbone of ALDS which allows CDFW to manage its sales catalog items (i.e. licenses, tags, etc.) and fees, accounting tables, complex rules for controlled hunts and commercial fishing licenses, sales agents and outlets, electronic fund transfers, and customers through the internet using CDFW personal computers.

Primary functionality of the system was deployed as part of Phase 1 included Agent Management, Customer Management, License Item Management, Program Management, Management, Revenue Accounting, Commercial Fishing, Controlled Hunt Application and Management and Lifetime License.

### **Project Management**

The project was resourced with a consultant project manager representing the Department's interest, and who has been consistently available to this project. Project Management methodology has generally followed Project Management Institute (PMI) practices.

### **Quality Assurance/Control Background**

There has been a two-pronged approach to quality with ALDS. Quality Assurance is the responsibility of the development vendor, Active Outdoors, for the products they develop. They are using a team of quality assurance specialists to test and confirm the quality of initially developed code and reports. On the CDFW side, a Quality Control (QC) consultant manages User Acceptance Testing (UAT) testing and provides UAT testing results, tracks defects and other issues found during the testing process and reported from production, produces weekly metric reports, facilitates internal and joint triage meetings and provides review and input on project deliverables from a quality and accuracy perspective.

### **Statement of Work (SOW)**

The CDFW is seeking an Operations Management (OM) Consultant. The Operation Manager (OM) will be responsible for working with CDFW, State Control Agencies, various other consultants and the ALDS Contractor during the "operations" phase of ALDS. Proposed staff must be knowledgeable and possess demonstrated experience with private sector development, implementation and operation support of other government projects of similar in size, scope and complexity of ALDS.

The Department requests that the Contractor shall make available to the State one resource to serve as the primary OM and may at the sole discretion of the contractor propose a Consultant Team in order to meet all of the requirements and accomplish all tasks. It is required that the Primary OM be PMP and/or PMI certified

### **Desired Experience and Qualifications:**

For consideration, the candidate is required to exceed as many of the following qualifications as possible.

#### **Proposed Staff Minimum Technical Qualifications**

1. Minimum three (3) years' experience in providing project management services of similar size, complexity and scope of this RFO;
2. Minimum three (3) years' experience managing a formal Change Management Process, including, but not limited to on-going documentation of new change requests, facilitation of Change Management meetings in which recorded change requests are evaluated, prioritized and implemented;
3. Minimum three (3) years' experience administering and managing system production issues and defects;
4. Minimum two (2) years' managing Quality Control for the system, which included at a minimum User Acceptance Testing (UAT), providing test results, tracking defects and other issues found during the testing process, producing metric reports, facilitating triage meetings;
5. Project Management Professional (PMP) or Project Management Institute (PMI) certified.

#### **Additional Desired Experience and Technical Qualifications**

- A strong understanding of the defect tracking tool JIRA



- Working knowledge of and experience with Microsoft Office 2010 and Outlook 2010
- Ability to Facilitate communication and coordination between IT Departments or teams
- Ability to document policies and procedures

## **B. Contractor Responsibilities**

The OM proposed team's responsibilities include, but are not limited to, assisting CDFW with and/or independently completing the following;

- a) Provide CDFW with Subject Matter Expertise on industry standards and best practices related to the ALDS solution and the ALDS contractor performance.
- b) Administer and provide management support for on-going change control processes including Design Change Requests (DCRs). With ALDS fully in operation, changes to the original design are being submitted to improve and grow the functionality of the system to better serve our customer and the department. The OM is responsible for managing the ALDS formal Change Management Process. This includes the ongoing documentation of new change requests in which details of the change and its justification are detailed. This effort also consists of the facilitation of regular Change Management meetings in which recorded change requests are evaluated, prioritized, and decided. Once the ALDS team decides to move forward with a Change Request, the OM will be responsible for working with the ALDS Contractor to assess, approve, schedule, test, and implement the Change Request into the Production system.
- c) Administer and provide management for the ALDS Production issues and defects. ALDS has been fully in Operations since December of 2013 and as such defects continue to be found in Production as well as in the testing of new development. The OM will be responsible for documenting these defects into the defect tracking tool (JIRA) along with all the necessary information for the ALDS Contractor to identify and reproduce the defect. OM will be responsible for prioritizing the defect based on its severity, impact to users, and business needs of the Department. OM will work with the ALDS Contractor to ensure the appropriate fix and implementation of those fixes are implemented into the ALDS system following the software development life cycle and adhering to the processes and procedures identified the plans for software development and business operations. OM will have the responsibility of guiding the resolution of these defects into operations.
- d) Assist ALDS Contractor to manage Releases to CDFW testing environments, as well as Production environments. The implementation of change requests, bug fixes, and improvements are ongoing in the operation phase of ALDS. The ALDS Contractor is responsible for hundreds of hours' worth of development of new functionality, as well as bug fixes, issue resolutions, and additional improvements to the system. The implementations of these are managed by the OM via quarterly releases to Production, as well exception releases. The OM is responsible for the content of each of the releases to Production which require signature approval by the ALDS team. Prior to the approval of any release to Production, OM must manage the releases of all Production Candidates in ALDS testing environments and coordinate the testing effort for changes and fixes, as well as final approval of the release.
- e) Assist with the management, tracking, and reporting of Service Level Agreements (SLA). The contract between CDFW and the ALDS Vendor identified a list of specific service level agreements

which must be met throughout the year. Reports to track and manage these SLAs have been developed over the past years and are the responsibility of the ALDS Contractor maintain. The OM works closely with the ALDS Contractor to receive these reports on a timely manner. The OM is responsible for reviewing and auditing these reports for accuracy and overall performance of the Contractor. The OM will review the results of the SLA Report with CDFW management and assist them with enforcement of outcomes. Based on the results of the SLA Report, the OM will work with the ALDS Contractor on identifying process improvement and potential adjustments to current SLA mandates.

- f) Document potential risks and implement CDFW approved actions for mitigation and resolution of these risks. Review, discuss with CDFW and update the Risk Plan on a quarterly or more often basis, as needed. Notify the CDFW and/or IPOC timely of any new risks or threats to the project;
- g) Lead the CDFW effort in the review and acceptance of ALDS Operations Document Deliverables such as the Software Development Plan, Configuration Management Plan, Business Operations Plan, Technology Architecture Plan, Quality Assurance Plan, and others which are developed by the ALDS Contractor on a cyclical basis. These plans regulate the processes and procedures for all areas of ALDS operations and are key to running the ALDS to its outmost potential. Therefore these plans are reviewed on a yearly basis to identify any changes or areas of process improvement. The OM is responsible for managing the update to these plans. The ALDS Contractor is accountable for the updates to the plans. The OM role is to work with the Contractor to ensure these updates are scheduled, reviewed, and approved.
- h) Maintain Operation Issue log and ensure roles and responsibilities regarding issue resolution are clear. The OM will work with ALDS Contractor and CDFW to resolve issues at the lowest level and elevate issues for resolution if needed. When Operation Issues occur in Production, the ALDS Contractor is responsible for generating an Incident Report. These reports contain specific information regarding the issue, the impact on business operations, root causes, and corrective actions. The OM is responsible to reviewing the content of these Incident Reports and providing feedback to the Contractor based on the ALDS review. In addition, the OM will work with the Contractor to manage and complete all action items identified in the incident report. Once the incident has been fully documented and all action items resolved, the OM is responsible to document approval and finalization of the incident report.
- i) Manage and participate in development triages with ALDS Contractor development teams, as well as internal triages for CDFW Sr. Business Analyst and testing staff.
- j) Work with LRB staff in the testing and implementation of major changes that require participation of staff and completion of tasks associated with the business operations of ALDS.
- k) Manage and participate in the regularly occurring internal ALDS Team status meetings.
- l) Participate with the State in the review and acceptance of deliverables from the ALDS Contractor including statements of deficiencies and corrective actions for rejected deliverables;
- m) Ensure completion of tasks, deliverables and documentation by the ALDS Contractor and other contractors within established timeframes and to quality specifications;
- n) Document Operations accomplishments and status including the status of each milestone;
- o) Develop recommendations for the coordination of resources, including contractor and State personnel. This may include processes for bringing staff on and off;

- p) Act as the technical liaison, provide oversight of the ALDS Contractor and provide recommendations to manage the ALDS contractor.

### **C. Deliverables**

The Contractor will be responsible for the delivery of documents, analysis and presentations depending on specific assignments. The content and format for each deliverable shall be approved by the CDFW. Deliverables include, but are not limited to:

- 1) Report to the CDFW Program Manager at least weekly an update and report on operations activities, issues, and risks.
- 2) Monthly Status Reports which include (reporting period may change as deemed necessary by the CDFW):
  - i. Status summary of the overall system.
  - ii. Detailed discussion of issues and risks identified during the reporting period, including recommendations for resolving each issue and risk and the potential impact to the project if the issues are not resolved.
  - iii. An assessment of Operations progress, including probability of meeting milestones/deliverables for each development phase and adherence to the scope, schedule and budget.
  - iv. OM activities performed during the reporting period.
  - v. Deliverables completed by the contract contractor during the reporting period, whether the deliverables were accepted and if not, why not.
  - vi. Activities planned for the next reporting period.
  - vii. Deliverables expected to be completed in the next reporting period.
- 3) Organize, coordinate attendees, facilitate and gather any necessary items and documentation for weekly Operational Status Meetings
- 4) Meet with Department staff and other entities, as necessary, to discuss and review operations activities, issues, risk, etc.

### **D. Acceptance Criteria**

It will be the sole determination of CDFW as to whether a deliverable has been successfully completed and acceptable to the CDFW. Acceptance criteria shall consist of the following:

- 1. Deliverables based on data warehouse development are presented and/or demonstrated at sprint review meetings and approved by the Product Owner.
- 2. Reports on written deliverables are completed as specified and approved
- 3. All deliverables must be in a format that can be used by the State.
- 4. If a deliverable is not accepted, the State shall provide the rationale in writing within five (5) days of receipt of the deliverable or upon completion of acceptance testing period.
- 5. All deliverables must be in a format that can be used by the State

It shall be CDFW's sole determination as to whether a deliverable has been successfully completed and acceptable by CDFW. Acceptance criteria will consist of the following:

- a. Reports on written deliverables are completed as specified and approved.

## **E. Other Reporting Requirements**

### **Time Accounting**

A monthly activity report will be provided by the contractor, containing the deliverables and the tasks the contract employee worked on during the month. This statement must be of enough detail to allow for clear and concise expenditure tracking. The monthly activity report shall be provided as part of the Contactor's invoice and include:

- a. Short summary of all the project work performed during the month
- b. Project summary information
  - Number of work hours worked in each task or deliverable with description of work completed
  - Meetings attended, meeting Topic, number of hours
- c. Signature and Date block for the Consultant
- d. Signature and Date block for the Contract Manager
- e. The contractor will develop and provide ad hoc reports as deemed appropriate and necessary by the State.

## **G. Work Authorization**

The state has done its best to present the contractor with an accurate list of deliverables, tasks and timeline. It is expected that the contractor will provide more accurate dates and costs and the high-level deliverables will be broken down in more detailed tasks once the engagement begins. All major tasks and deliverables will be detailed using a *Work Authorization (WA)* form (Attachment 4).

In the event that additional work must be performed which is wholly unanticipated and not specified in the Statement of Work, but which, in the opinion of both parties is necessary to the successful accomplishment and general scope of work outlined, the procedures outlines in this section will be employed.

For each item of agreed upon unanticipated work a Work Authorization will be prepared.

It is understood and agreed by both parties to this Contract that all of the terms and conditions shall remain in force with the inclusion on any such Work Authorization. Such Work Authorization shall in no way constitute a Contract other than as provided pursuant to the Contract nor in any way amend or supersede any of the other provisions of this Contract.

## **F. CDFW Responsibilities**

The CDFW ALDS Program Manager will be responsible for the management, oversight and reporting of ALDS operations. Program Manager be the formal point of contact for all communications including CDFW Executive management, ALDS Contractor, control agencies, other internal and external stakeholders. Other State responsibilities include:

- a. Ensure that the ALDS solution continue to align with CDFW business rules and processes, provide day to day direction and support to the OM, other consultants and act as the formal contact for control agencies and internal and external stakeholders;
- b. Resolving, logging, escalating, etc., issues as necessary;
- c. Scheduling meetings and providing locations, tools and materials for meetings are required;
- d. Making revisions to the project scope and obtaining necessary approvals.
- e. Review all product/contract deliverables within the specified timeframes for review and provide written comments when appropriate;
- f. Designating personnel to work with the OM to fulfill the deliverables of the ALDS OM project
- g. Provide oversight to contractor
- h. Responsible for monitoring and reviewing services as invoiced
- i. Providing timely access to State staff and provide necessary program information;
- j. Providing the necessary personnel support to complete the above tasks and deliverables;
- k. Provide workspace and access to all other required hardware and software and network connectivity and be on-site at 1740 N. Market Blvd., Sacramento, CA 95834.

## **G. Travel**

Travel shall only be allowed when travel restriction are not applicable. All travel requests must be pre-approved, in writing, by CDFW's Contract Manager, Thomas Lupo or designee.

It is not anticipated that the Contractor will be required to travel. Access to the Aspira staff currently hosting and supporting the ALDS application will be provided via webinar facilities located at CDFW's Data and Technology Division office. However, if project travel outside of the Sacramento area is required and prior CDFW approval has been provided, the following provisions apply:

However, if project travel outside of the Sacramento area is required, the following provisions apply:

- Contractor travel expenses will not exceed the current State of California Reimbursement Rates
- All travel by Contractor must be approved by DTD Contract Manager prior to commencing
- All travel expenses are incurred within the total authorized Contract funding

## **H. Contract Term**

The term of this agreement begins on the date the Purchase Order is fully executed, through June 30 2023 with an option to extend for an additional six (6) months (for time only), through December 31 2023. The total amount of the contract shall not exceed \$499,999.99.

## **I. DTD Contract Manager**

DTD's Contract Manager is Thomas Lupo, Chief Information Officer (CIO) and is located at 1700 9<sup>th</sup> Street, 3<sup>rd</sup> Floor, Sacramento, CA 95811, (916) 324-6906. The designee day-to-day DTD Contract Manager will be Richard Reyes located at 1740 North Market Blvd., Sacramento, CA 95834, (916) 928-6899 for day-to-day representative for administration of this agreement, and except as otherwise specially provided, shall

have full authority to act on behalf of CDFW Data and Technology Division (DTD) with respect to this agreement. All communications relative to this agreement shall be through DTD's Contract Manager, unless otherwise expressly provided.

## **J. Contract Cancellation**

This agreement may be cancelled or terminated by DTD without cause upon thirty (30) calendar days advance written notice to the Contractor. Such notification shall state the effective date of the termination or cancellation and include any final performance, payment or invoicing requirements.

## **K. Changes to Contractor Proposed Staff**

Staff Contractor personnel or other staff assigned to this contract shall remain on the project through the end of the contract unless prior approval is provided by DTD to replace or substitute personnel. Should the Contractor staff member need to be relieved of his/her duties, the Contractor shall notify the DTD's Contract Manager in writing of such pending action. If DTD approves a change to personnel, the Contractor shall submit two (2) resumes for proposed staff who have, as a minimum, knowledge and skills equal to or better than the incumbent, from which DTD may select or reject. DTD shall be allowed to interview such proposed replacements and verify the proposed replacement staff's references and qualifications. DTD reserves the right to reject the Contractor's proposed replacements; in the event of rejection, the Contractor shall submit additional resumes for consideration. If an appropriate substitution cannot be found, DTD will give Contractor a written 30-day notice to cancel the contract.

## **L. BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. Invoicing and Payment**

- A. For services satisfactorily rendered and upon receipt and approval of invoices, DTD agrees to pay Contractor on a time and materials basis (i.e., paid hourly towards the completion of each deliverable as agreed to in the Work Authorization) in accordance with Exhibit B (Cost Worksheet).
  - i. During execution of each task, which involves delivery of identified deliverables, and upon DTD's approval, Contractor will submit monthly invoices reflecting the pro-rata cost of the task based on the following:
    - Number of work hours worked in each task or deliverable with description of work completed
    - Meetings attended, meeting topic, number of hours
    - Signed acceptance of a Work Authorization (WA) for task(s) performed by Contractor from DTD CIO or designee, that clearly identifies stages of progress as reflected in written status reports submitted with invoices
  - ii. Upon completion of a deliverable in accordance with the acceptance criteria set forth in Exhibit A (Scope of Work), a Deliverable Acceptance Document (DAD) must be approved by the DTD Contract Manager or designee, before approval of Contractor's invoice for payment
- B. Contractor invoices shall not be submitted more frequently than monthly to DTD

- C. All invoices shall be submitted via e-mail on the Contractor's letterhead and include the DTD Purchase Order and Agreement numbers, Consultant's name, task title, task and/or deliverable title, and invoice total.
- i. Any invoices submitted without the above referenced information may be returned to Contractor for revision(s)

## 2. Budget Contingency Clause

- A. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the project, 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 the Agreement.
- B. If funding for purposes of this project is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

## 3. 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. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et. se.

CDFW will award the contract based on the best determined value to the CDFW as outlined in Attachment 3. The Contractor's staff hourly rates must be effective for the duration of the Contract.

Cost Breakdown				
Year 1	Resource	Hourly Rate	Hours	Total Cost
06/15/2020 – 06/14/2021			1,576	
Year 2				
06/15/2021 – 06/14/2022			1,576	
Year 3				
06/15/2022 – 06/14/2023			1,576	
Total Cost:				\$

**Hourly Rate Detail**

<b>Contractor Staff Name</b>	<b>Job Classification/Skill level</b>	<b>Hourly Rate</b>
		\$
		\$



**Attachment 1: RFO Response Checklist**

Offer Submission Date:		
Full Legal Name of Company or Firm:		
Mailing Address:		
Contact:		
Telephone:		
<b>Submission Checklist</b> (all elements must be included in submission)		
Cover Letter signed by authorized officer of Company/Firm	<input type="checkbox"/> Yes	
Completed Attachment 1, RFO Response Checklist	<input type="checkbox"/> Yes	
Copy of full CMAS contract	<input type="checkbox"/> Yes	
Proof of Certified Small Business/Disable Veterans Business Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Completed Attachment 2, Minimum Qualification Worksheet	<input type="checkbox"/> Yes	
Exhibit A, Statement of Work Response Work Samples Resume(s) of each identified resource(s) for the term of contract Vendor References	<input type="checkbox"/> Yes	
Bidder Declaration	<input type="checkbox"/> Yes	
Payee Data Record (STD 204)	<input type="checkbox"/> Yes	
PMP/PMI Certification	<input type="checkbox"/> Yes	
Exhibit B, Cost Work Sheet	<input type="checkbox"/> Yes	

**Attachment 2 - Minimum Qualifications Worksheet**

<b>MQ 1:</b> Minimum three (3) years' experience in providing project management services of similar size, complexity and scope of this RFO.	Start Date month/year		End Date month/year		Task Description
1.					
<b>Contact for verification</b>					
Contact Name:					
Company/Agency:					
Position:					
Phone Number:					
E-mail Address:					
<b>MQ 1</b>	Start Date month/year		End Date month/year		Task Description
2.					
<b>Contact for verification</b>					
Contact Name:					
Company/Agency:					
Position:					
Phone Number:					
E-mail Address:					
<b>MQ 1</b>	Start Date month/year		End Date month/year		Task Description
3.					
<b>Contact for verification</b>					
Contact Name:					
Company/Agency:					
Position:					
Phone Number:					
<b>MQ 1 Evaluation (CDFW reviewer only)</b>					Comments
<b>Meets MQ 1</b>	Yes		No		
<b>Supplemental: Exceeds MQ 1</b> (1 point for each additional 12 month period (year), maximum 5 points)	Yes		No		
			# of Additional points		

<b>MQ 2:</b> Minimum three (3) years' experience managing a formal Change Management Process, on project of similar size and scope of SOW.	Start Date month/year		End Date month/year		Task Description
1.					
<b>Contact for verification</b>					
Contact Name:					
Company/Agency:					
Position:					
Phone Number:					
E-mail Address:					
<b>MQ 2</b>	Start Date month/year		End Date month/year		Task Description
2.					
<b>Contact for verification</b>					
Contact Name:					
Company/Agency:					
Position:					
Phone Number:					
E-mail Address:					
<b>MQ 2</b>	Start Date month/year		End Date month/year		Task Description
3.					
<b>Contact for verification</b>					
Contact Name:					
Company/Agency:					
Position:					
Phone Number:					
<b>MQ 2 Evaluation (CDFW reviewer only)</b>					Comments
<b>Meets MQ 2</b>	Yes		No		
<b>Supplemental: Exceeds MQ 2</b> (1 point for each additional 12 month period (year), maximum 5 points)	Yes		No		
			# of Additional points		

<b>MQ 3:</b> Minimum three (3) years' experience administering and managing system production issues and defects	Start Date month/year		End Date month/year		Task Description
1.					
<b>Contact for verification</b>					
Contact Name:					
Company/Agency:					
Position:					
Phone Number:					
E-mail Address:					
<b>MQ 3</b>	Start Date month/year		End Date month/year		Task Description
2.					
<b>Contact for verification</b>					
Contact Name:					
Company/Agency:					
Position:					
Phone Number:					
E-mail Address:					
<b>MQ 3</b>	Start Date month/year		End Date month/year		Task Description
3.					
<b>Contact for verification</b>					
Contact Name:					
Company/Agency:					
Position:					
Phone Number:					
<b>MQ 3 Evaluation (CDFW reviewer only)</b>					Comments
<b>Meets MQ 3</b>	Yes		No		
<b>Supplemental: Exceeds MQ 3</b> (1 point for each additional 12 month period (year), maximum 5 points)	Yes		No		
			# of Additional points		

<b>MQ 4:</b> Minimum two (2) years' managing Quality Control for the system of similar size and scope of SOW	Start Date month/year		End Date month/year		Task Description
1.					
<b>Contact for verification</b>					
Contact Name:					
Company/Agency:					
Position:					
Phone Number:					
E-mail Address:					
<b>MQ 4</b>	Start Date month/year		End Date month/year		Task Description
2.					
<b>Contact for verification</b>					
Contact Name:					
Company/Agency:					
Position:					
Phone Number:					
E-mail Address:					
<b>MQ 4</b>	Start Date month/year		End Date month/year		Task Description
3.					
<b>Contact for verification</b>					
Contact Name:					
Company/Agency:					
Position:					
Phone Number:					
<b>MQ 4 Evaluation (CDFW reviewer only)</b>					Comments
<b>Meets MQ 4</b>	Yes		No		
<b>Supplemental: Exceeds MQ 4</b> (1 point for each additional 12 month period (year), maximum 5 points)	Yes		No		
			# of Additional points		

### Attachment 3 – Best Value Evaluation Process

Responses to this RFO will first be reviewed for responsiveness to all requirements of Exhibit A, Exhibit B and required Attachments. If a response is missing information required in any attachment it may be deemed not responsive.

Responsive offers will be scored on “Best Value” criteria listed below. Further review is subject to DTD’s discretion.

DTD’s evaluation processes is based on industry best practice technique called progressive filtering. The process steps are as follows:

**Step 1: Review Offers to Administrative Criteria: Pass/Fail**

- a. Responses are reviewed to ensure the submitted offer contains all administrative sections required and listed in Attachment 1. Contractor will receive a Pass/Fail for this part of the evaluation. A Fail shall prevent the Contractor from moving on to Step 2 of the evaluation. A Pass will equal 10 points towards final evaluation points.

**Step 2: Evaluate Offers Based on Technical and Administrative Criteria:**

- a. Evaluation of Minimum Qualifications (MQs). Contractors who do not meet MQ’s will receive Fail and will not move on to Step 2 of the evaluation process.
- b. Offers are scored against Technical and Administrative RFO requirements, using Best Value Criteria listed below. Resulting in a Preliminary Technical and Administrative Score.

**Step 3: Rank and Select Best Offers:**

- a. The Preliminary Technical and Administrative scores are used to select the best 3-4 offers.

**Step 4: Presentation and/or Interviews (Optional for CDFW evaluation process)**

- a. The best 3-4 candidates will be required to participate in Presentation/Interview which will be used to refine and validate assessed Technical and Administrative scores. Presentation/Interview will be awarded 35 points max.
- b. This step results in Final Technical and Administrative scores. Step 5: Review Offer’s Proposed Cost; and
- a. Lowest Cost proposal will receive full cost points and each proposal with higher costs will receive a percentage of total points. As illustrated in Best Value Calculation Example, below.

**Step 6: Determine Best Value**

- a. Offer receiving highest number of points will receive the award.

Reference checks are performed at the discretion of the evaluation team. SB and/or DVBE will be verified.

**Best Value Calculation Example:**

Following is an example of a “Best Value” calculation

	Offer 1	Offer 2	Offer 3
Interview Score	30 pts	35 pts	23 pts
<u>Technical Score</u>	<u>40 pts.</u>	<u>50 pts</u>	<u>30 pts</u>
Total Points	70 pts.	85 pts	53 pts.

Cost Formula	$\frac{\$285,000}{\$330,000}$	$\frac{\$285,000}{\$285,000}$	$\frac{\$285,000}{\$420,000}$
Cost Points	$.86 \times 65 = 55.9$	$1.00 \times 65 = 65$	$.68 \times 65 = 44.2$
Grand Total	$70 + 55.9 = 125.90$	$85 + 65 = 150$	$53 + 44.2 = 97.2$

*In this example the award goes to Offer 2 as the response that scored the highest points from amongst the Administrative and Technical Criteria as shown in the RFO, combined with the calculated Cost points.*

<b>Best Value Criteria Step 1: Initial Administrative Review</b>		
1.Cover Letter, Signed by authorized Officer of Company/Firm who has legal binding authority	Yes	No
2.Completed Attachment 1, RFO Response Checklist	Yes	No
3.Copy of full CMAS contract	Yes	No
4.Proof of Certified Small Business or Disabled Veterans Business Enterprise (SB/DVBE), if applicable	Yes	No
5. Completed Exhibit A, SOW Response	Yes	No
6. Bidder Declaration	Yes	No
7.Resume for each identified resource of the contract team detail experience meeting the CDFW's requirements	Yes	No
8. PMP/PMI Certification of potential resource	Yes	No
9.Payee Data Record	Yes	No
10.Samples of Work	Yes	No
11.Completed Attachment 2, Minimum Qualifications Worksheet	Yes	No
12.Completed Exhibit B, Cost Worksheet	Yes	No
13. Validation of Minimum Qualifications Pass = Move to Step 2 Fail= Dismissed from further evaluation	Pass	Fail

**Initial Administrative Review** (#1-9) will be evaluated based on submitted to ensure that all parts required are present. If all are present, PASS will be awarded, if not FAIL will be awarded, but contractor may still proceed to Step 2.

**Initial Administrative Review** (#8) will be evaluated by validating information and contact provided on Attachment 2, Minimum Qualifications Worksheet. If contractor does not meet minimum qualifications contractor will NOT proceed to Step 2.

<b>Best Value Criteria</b>	
<b>Administrative Criteria:</b>	
1. Pass/Fail	Pass/Fail
<b>Technical Criteria:</b>	<b>120 Points Max</b>
2.SOW Response	20 Max
3.MQ #1 Meet minimum = 10 points. One point awarded for each year exceeding minimum up to 10 points (by individual member of proposed team).	20 Max
4. Relevance MQ #1 (ie: recent experience, closely related to projects proposed by DTD, etc.)	20 Max
5. MQ #2. Meet minimum = 5 points. One point awarded for each year exceeding minimum up to 5 points.	10 Max
6. Relevance MQ#2. (ie: recent experience, closely related to projects proposed by DTD, etc.)	10 Max
7. MQ#3 Meet minimum = 10 points. One point awarded for each year exceeding minimum up to 5 points.	15 Max
8. Relevance MQ#3. (ie: recent experience, closely related to projects proposed by DTD, etc.)	10 Max
9. MQ #4. Meet minimum = 5 points. One point awarded for each year exceeding minimum up to 5 points	10 Max
10. Relevance MQ#4. (ie: recent experience, closely related to projects proposed by DTD, etc.)	5 Max
<b>Interview:</b>	<b>35 Points Max</b>
The candidate(s) with the highest rated interview will receive full points and each candidate with a lesser rating will receive a percentage of total points in descending order.	35 Max
<b>Cost:</b>	<b>65 Points Max</b>
Lowest cost proposal will receive full cost points and each proposal with higher cost will receive a percentage of total points	65 Max



**Technical Review** (#1-9) will be evaluated primarily using Attachment 2, Minimum Qualifications Worksheet (supplemental), Response to Scope of Work SOW (Exhibit A), Attachment 2, Bidder's submitted resume(s) of potential resources.

<b>Points</b>	<b>Interpretation</b>	<b>General Basis for Point Assignment</b>
0 points	Inadequate	Proposal responses (e.g. content and/or explanation offered is inadequate or does not meet the CDFW's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
If possible points are: 5 = 1 pt. 10 = 3 pts. Max. 20 = 6 pts. Max.	Barely Adequate	Proposal response (e.g. content and/or explanation offered) is barely adequate or barely meets The CDFW's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are inconsequential and acceptable. Required experience is not current and/or does not possess many of the required skills.
If possible points are: 5 = 3 pts. 10 = 7 pts. Max. 20 = 14 pts. Max.	Fully Adequate	Proposal response (e.g. content and/or explanation offered) Is fully adequate or fully meets the CDFW's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and acceptable. Experience is current and does possess many of the required skills.
If possible points are: 5 = 5 pts. 10 = 10 pts. Max. 20 = 20 pts. Max.	Excellent or Outstanding	Proposal response (e.g. content and/or explanation offered) is above average or exceeds the CDFW's needs/requirements or expectations. Minimal weaknesses are acceptable. One or more enhancing feature, method, or approach that will enable performance to exceed our basic expectations. Exceeds the number of years of experience required, experience is current and cutting edge, exceeds required skill level.

**ATTACHMENT 4 WORK AUTHORIZATION (WA) FORM SAMPLE (DO NOT FILL OUT)**

**DATA AND TECHNOLOGY DIVISION WORK AUTHORIZATION**

<b>Work Authorization #</b>	<i># given by DTD Contract or Project Manager</i>	<b>Date</b>	
<b>Project Title</b>		<b>Project/Contract Manager</b>	
<b>WA Name:</b>		<b>Author</b>	

**Objective(s):**

*Explain objective of task, group of tasks, deliverable or milestone, what is the expected outcome of this Work Authorization*

**Scope of the WA:**

*Define scope of this Work Authorization*

**Contractor's Responsibilities:**

*What work is the contractor specifically responsible for*

**Deliverable(s):**

*List in detail specific measurable deliverables*

**Schedule Dates:**

#	Deliverable Description	Estimated Start Date	Estimated Completion Date

**Estimated Labor Hours:**

Contractor Personnel	Job Classification/Skill Level	Estimated Labor Hours	Hourly Labor Rate	Estimated Total Cost
	Estimated Total Hours and Cost			

**Completion/Acceptance Criteria:**

Complete the tasks as stated in the Task Summary above. All tasks will be subject to review and acceptance by the DTD Project or Contract Manager. Invoicing will be monthly based upon actual hours (Name of Contractor) will provide weekly (or bi-weekly as mutually agreed by Contractor and DTD) time sheets to the DTD Project or Contract Manager. These tasks will be performed in accordance with this Work Authorization and the provisions of contract: Contract #

**These tasks will be performed in accordance with this Work Authorization**

\_\_\_\_\_  
**(Name of Contractor) Contract Manager**

\_\_\_\_\_  
**DTD Contract Manager**

