



REQUEST FOR OFFER (RFO) #24-198
for
INFORMATION TECHNOLOGY CONSULTING SERVICES
TECHNOLOGY, DIGITAL AND DATA CONSULTING (TDDC)
MASTER SERVICES AGREEMENT (MSA)

May 12, 2025

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INVITATION

You are invited to review and respond to this Request for Offer (RFO), for Information Technology (IT) Consulting Services, to provide highly experienced IT resources to the California Department of Justice (DOJ). To submit a response to provide these services, you must comply with the instructions contained within this document. Please read the enclosed document carefully.

By submitting a response, your firm agrees to meet the requirements and comply with the terms and conditions stated in this RFO and the Technology, Digital and Data Consulting Services (TDDC) Master Services Agreement (MSA).

Responses to this RFO must be submitted by the due date and time found in Section I.G, Projected Timetable, Table 1, Key Action Dates

At its option, the DOJ reserves the right to reject any and all of the Offeror's final response.

Be advised, your response will become public record once the award becomes final. DOJ will provide access to all records upon request unless the law provides an exemption from mandatory disclosure or a court order is provided. **Inclusion of DOJ documents, data or process information may be cause for offer rejection.**

The electronic documentation sent via this email transmission shall not be altered in any manner. The State's copy of the electronic documentation developed for this RFO is for the purposes of issuing a binding contract and shall be considered the ORIGINAL.

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I. GENERAL INFORMATION

A. PROGRAM OBJECTIVES

The California Department of Justice (DOJ) is seeking to obtain one (1) full-time Project Manager consultant to conduct project management activities on the Microstamping and Law Enforcement Transfer (M-LET) Project in complying with - legislation that includes Assembly Bill (AB) 2699 (Chapter 289, Statutes 2020) and possibly AB 2847 (Chapter 292, Statutes of 2020): (which is currently on hold).

The Project Manager will assist with establishing, implementing, and conducting project management activities to achieve project objectives within mandated timelines for all the software development life cycle (SDLC) project phases, planning, design, development, implementation, go-live, post implementation stabilization, monitoring, and project close out. This will include performing all project management activities related to scope, schedule, cost, issues, risks, resources/stakeholders, status, reporting, communications, and change management. Upon completion of the project, the consultant will complete all project close-out activities. The consultant must follow project management standards and methodology utilized within DOJ for project tasks/deliverables, artifacts, and activities.

All tasks and activities shall be performed in accordance with applicable DOJ standards and conventions. These are predicated on Institute of Electrical and Electronics Engineers (IEEE) standards (or equivalent standard that is substantially similar). At a minimum, IEEE Standards 1012-2012 (Software Verification and Validation) and IEEE 12207-2008 (Software Life Cycle Processes) shall be applied.

TDDC MSA CLASSIFICATIONS	
1.	Project Manager – REQUIRED*

***Required** resources/classifications to be included in Offeror's Response

The resulting Contract is allowable under Government Code 19130(b)(3) where personal services contracting is permissible when “the services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.” The DOJ does not currently have sufficient available qualified staff with the in-depth knowledge and experience that is required to efficiently and adequately meet the needs of the DOJ.

B. BACKGROUND/OVERVIEW

To comply with two (2) legislative mandates (Assembly Bill [AB] 2847 (Stats. 2020, Ch. 292) and AB 2699 (Stats. 2020, Ch. 289), DOJ must make necessary modifications to the impacted firearms applications. This project effort coordinates with other firearm projects, which require changes to Firearms systems, documentation, analysis, design and processes to ensure the M-Let Project does not overlap or duplicate the efforts of other firearms projects currently in progress.

The changes required to implement AB 2847 related to microstamping a Firearm Identification Number (FIN) on spent ammunition casings, and AB 2699 related to law enforcement transfers of firearms will impact current and future firearm projects. Consequently, the project will require the coordination of project activities, alignment of resources, and project management efforts. As an example, the M-LET project will update multiple Bureau of Firearms (BOF) systems and manual processes while the Firearms Information Technology Systems Modernization (FITSM) project will modernize all firearm data systems and automate manual processes. The M-LET team will not be duplicating the FITSM project efforts, however the project teams will need to coordinate project objectives, rules, and requirements, align state and consultant resources, and direct project management paperwork and efforts.

Under existing law, Penal Code Section 32000 generally prohibits the sale, transfer, manufacture, or importation of an unsafe handgun, as defined under California law, but allows for exemptions to the law including law enforcement personnel. For AB 2699 the law enforcement exemption was further defined to limit when peace officers and government entities may sell or transfer unsafe handguns. The bill requires DOJ to enhance and maintain firearm databases, track handguns sales to law enforcement, and track corresponding future ownership/transfers records to confirm compliance. DOJ would need to notify law enforcement personnel about exemptions related to future sales and transfers upon initial purchase of an unsafe handgun. The AB 2699 segment of the project is expected to impact at least six (6) firearms systems: (1) California Firearms Application Reporting Systems (CFARS), (2) Dealer Record of Sale (DROS) Entry System (DES), (3) Consolidated Firearms Information System (CFIS), (4) California Firearms Information Gateway (CFIG), (5) Automated Firearms System (AFS), and (6) Criminal Justice Information System (CJIS) Operations Portal (COP).

AB 2699 will require the creation of highly complex workflows that require developers to write and apply programming code across multiple systems, plan for downstream impacts, and complexities related to other linked database systems. While the AB 2847 segment of the project will require enhancements to the following data systems: AFS, DROS and Roster of Handguns Certified for Sale, COP, CFIG, and CFIS. The AFS would need the majority of the changes to capture the firearm manufacturer identified FIN.

CA DOJ and the California Department of Technology (CDT) have agreed this M-LET project is part of an “ongoing firearms effort” (referencing prior project: SAM 4819.40 and PIER 0820-CA firearms License check) and therefore this project is exempt from CDT PAL stages and reporting requirements.

The Project Manager consultant will assist with establishing, implementing, and conducting project management activities to achieve project objectives within mandated timelines for all SDLC project phases, planning, design, development, implementation, go-live, post implementation stabilization, monitoring, and project close out. This will include performing all project management activities related to scope, schedule, cost, issues, risks, resources/stakeholders, status, reporting, communications, and change management. Upon completion of the project, the consultant will complete all project close-out activities. The consultant must follow project management standards and methodology utilized within DOJ for project tasks/deliverables, artifacts, and activities.

C. PROCUREMENT METHOD

To be considered for this RFO, the Offeror must hold a current Technology, Digital and Data Consulting (TDDC) Master Services Agreement (MSA), issued by the DGS, and provide a copy with the RFO response. Responses to this RFO will be reviewed and an award, if made, will be based on "Best Value" to the DOJ. For the purposes of this procurement, the Best Value response will be the response that meets all mandatory requirements and receives the highest number of points under the Scoring Criteria set forth below.

D. TERMINOLOGY

Within this RFO, the terms Offeror or Contractor refer to the company responding to the RFO. The terms Staff or Resource(s) refers any person(s) working under the Agreement awarded to the winning Offeror.

E. AGREEMENT TERMS AND CONDITIONS

The base term of the Agreement is twelve (12) months, with an estimated start date of June 1, 2025. The start date is subject to change and may be modified at DOJ's discretion. The budget for the initial Agreement amount is estimated at \$312,000.

The DOJ has the option, at its sole discretion, to extend the term of the agreement or add money under the same terms and conditions, including pricing terms, for up to twelve (12) months, for a maximum Agreement term of twenty-four (24) months.

The resulting Agreement shall be of no force or effect until it is executed by the DOJ. The Offeror shall not commence performance until an executed Agreement has been received from the DOJ.

By submitting a response, the Contractor agrees to meet the requirements and comply with the terms and conditions stated in this RFO and their TDDC MSA.

This RFO and the Contractor's Response to Attachments 1-15 will be incorporated by reference into the resulting Agreement. The Contractor's TDDC MSA will also be incorporated by reference into the Agreement resulting from this RFO. The Agreement will

be governed by, and shall incorporate, the terms and conditions of the Contractor's TDDC MSA. All data, documents, software, and other artifacts produced under the Agreement will become the sole property of the DOJ.

F. ORDER OF PRECEDENCE

In the event of a discrepancy and/or inconsistency between the attachments of this Contract, the descending order displayed on the awarded Agreement shall take precedence.

G. PROJECTED TIMETABLE

Listed below in Table 1 are the key activities, dates, and times by which the activities must occur for Agreement consideration for this RFO. If the DOJ finds it necessary to change any of these dates, it will be accomplished via an Addendum to this RFO. All dates after the submission of the RFO responses are projected only and may be adjusted as conditions indicate, without a formal RFO Addendum.

All RFO responses must be received by the date and time specified in this section. RFO responses will be checked for the presence of all required information, in conformance with the requirements of this RFO. The DOJ will deem RFO responses that do not have the required information as non-responsive, and this may be cause for rejection.

Table 1 – Key Action Dates

	KEY ACTIVITIES	DUE DATES
A.	RFO Release Date:	May 12, 2025
B.	Last Day to Submit Written Questions:	May 15, 2025 by 9:00 AM PT
C.	DOJ Response to Written Questions**:	May 27, 2025
D.	RFO Response Submission Due Date*:	June 3, 2025 5:00 PM PT
E.	Assessment of Responses**:	June 4, 2025
F.	Reference Checks** - Optional at the discretion of DOJ	June 12, 2025
G.	Proposed Date for Presentations and/or Interviews** - Optional at the discretion of DOJ	June 12, 2025
H.	Projected Agreement Start Date**:	June 30, 2025

*Responses not received by this date and time will be rejected. Responses to this RFO and any required copies must be submitted by electronic mail.

**All dates are tentative and may be subject to change without Addendum.

Email Delivery: Responses must be received by the RFO Response Submission Due Date and Time indicated in this Section I.G, Projected Timetable, Table 1, Key Action Dates. The DOJ will not consider nor be responsible for any RFO responses that are not delivered by the date and time indicated in the Key Action Dates. RFO responses must be submitted electronically via email to the Procurement Official listed below with “**DOJ RFO #24-198**” in the Subject Line.

Procurement Official:
DOJITPurchase@doj.ca.gov
(916) 210-5331
Cc: Eda.Thor@doj.ca.gov

H. WRITTEN QUESTIONS

All written questions regarding the content of this RFO shall be submitted by email to the Procurement Official and must be received by the date and time listed in the Section I.G, Projected Timetable, Table 1, Key Action Dates, Last Day to Submit Written Questions. Please include "**DOJ RFO #24-198 – Eda Thor**" in the email subject line and email written questions to the Procurement Official listed above.

Written questions submitted after the due date will be responded to at the DOJ's discretion. When review of the questions has been completed, all questions and answers will be emailed to all Offerors who received the RFO.

I. AVAILABILITY

The selected Contractor must be able to meet the requirements of this RFO and be available to perform services starting by the projected start date specified in Section I.G, Projected Timetable, Table 1, Key Action Dates. If personnel offered by the selected Contractor leave the Contractor's firm or are otherwise unable to fulfill their role in this Agreement, they must follow the minimum qualifications as stated in Exhibit A, Scope of Work (SOW), Section IV Letter L. Replacement Personnel.

J. PRESENTATIONS AND/OR INTERVIEWS

DOJ, at its discretion, may request a presentation and/or interview from the top three scoring Offerors and points will be assigned. The DOJ has allowed time in the schedule for this purpose and Offerors must ensure they are available to participate on the date(s) mentioned in Section I, General Information, G. Projected Timetable, Table 1, Key Action Dates. Offeror(s) will be notified in advance of the specific date and time for the interview. Interviews will be virtual. The DOJ requires the proposed resources identified in the RFO Response to be present and participate in the interview. The purpose of the interview will be to ask the Offeror to clarify its submitted information, and to assess the proposed resources' qualifications and experience and their interpersonal and communication skills.

As part of the process, all candidates that are offered interviews will receive a CJIS 003 Department of Justice (DOJ) Contractor Security Confidentiality and Non-Disclosure (CND) Agreement form to sign. Signed copies must be provided twenty-four (24) hours in advance of all interviews with the DOJ.

K. OFFERS ARE PUBLIC RECORDS

Pursuant to the California Public Records Act, California Government Code §§ 7920 et seq., all data, materials, information, and documents submitted to the DOJ by an Offeror may be incorporated into a publicly available Agreement and may otherwise be subject to disclosure upon request by competitors and members of the public after the apparent successful Offeror has been announced. The DOJ will process all Public Records Act requests in accordance with the laws of the State of California. An Offeror labeling of any offer materials as “confidential” or otherwise exempt from disclosure is not binding on the DOJ, and the DOJ will not be liable to the Offeror or to any other person or entity for disclosing information as required by law.

Be advised, your response will become public record once the award becomes final. DOJ will provide access to all records upon request unless the law provides an exemption from mandatory disclosure, or a court order is provided. **Inclusion of DOJ documents, data or process information may be cause for offer rejection.**

L. ERRORS IN THE OFFEROR’S RESPONSE

An error in the response may be cause for rejection of that response; however, DOJ may at its sole option seek clarification for clerical and arithmetic error and/or administrative items and/or other identified in Bidders Instructions, DGS PD 451.

M. ASSUMPTIONS AND CONSTRAINTS

There shall be no assumptions, conditions, or constraints included in the Offeror’s response. A response may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. Any assumptions, conditions, or constraints must be addressed by submitting written questions by the “Last Day to Submit Written Questions” identified in Section I.G, Projected Timetable, Table 1, Key Action Dates.

II. RESPONSE FORMAT

A. INSTRUCTIONS TO OFFERORS

This RFO contains the unique requirements that Offerors must meet to submit a responsive RFO response. It provides information regarding the format in which all responses must be submitted, materials to be included, requirements that must be met to be eligible for consideration, and the Contractor's responsibilities.

The DOJ will review responses to this RFO based on Best Value as determined by the DOJ. The best value response is the response that provides the best overall value to the DOJ with respect to quality and pricing while fulfilling the DOJ's mandate to: 1) maximize the benefits to the state in relation to the areas of security, competence, experience, and timely performance; 2) take into account the particularly sensitive nature of the California DOJ; and 3) act to promote and ensure integrity, security, honesty, and fairness in the operation and administration of the DOJ.

For purposes of this procurement, the Best Value response will be the RFO response that meets all mandatory requirements and receives the highest number of points under the Scoring Criteria set forth below.

If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFO, the Offeror should immediately notify the Procurement Official in writing and request clarification or modification of the document.

During the RFO response review process, the DOJ reserves the right to ask clarifying questions of Offerors for the purpose of clarifying ambiguities or errors contained in the response. The DOJ will advise the Offerors, in writing, of the documentation required and the timeline for submission, if applicable. The DOJ reserves the right to reject any and all responses received, if determined that it is in the DOJ's best interest to do so.

Failure to respond completely and timely to all portions of this RFO, and any subsequent addenda, may disqualify the prospective Contractor's Response (if deemed material in nature).

All costs for developing responses are entirely the responsibility of the Offeror and shall not be chargeable to the DOJ.

The DOJ may modify any part of the RFO, as a result of questions or other reasons, prior to the response due date, by issuance of one or more addenda. Addenda will be numbered consecutively; all future addenda and correspondences will be emailed directly to all Offerors who receive the RFO, and it is the responsibility of the prospective Offerors to review the modifications. Offerors will have five (5) business days to submit written questions to the Procurement Official regarding any changes to the RFO contained in the Addendum after its release. Please note that verbal information will not be binding upon the DOJ unless such information is issued in writing as part of a Question and Answer Set or official Addendum.

In order to submit a responsive RFO response, and be afforded the benefits of the steps included in this RFO, the Offeror must take the responsibility to:

- 1) Carefully read the entire RFO and instructions within prior to submitting a response.
- 2) Submit written questions in a timely manner, in accordance with the Section I.G, Projected Timetable, Table 1, Key Action Dates, if clarification is necessary.
- 3) Make sure all procedures and requirements of the RFO are accurately followed and appropriately addressed.
- 4) Submit a complete response containing all required documentation by the date and time indicated. Failure to respond completely and timely to all portions of this RFO, and any subsequent Addenda, may be grounds for disqualification of the response (if deemed material in nature).

The DOJ will record the time of receipt for each response. All RFO responses must be received by the dates and times specified in Section I.G, Projected Timetable, Table 1, Key Action Dates. Responses will be checked for the presence of the required information, in conformance with the requirements of this RFO. The DOJ will deem responses that do not have the required information as non-responsive, and this will be cause for rejection.

B. PROPOSAL CONTENT AND RESPONSE FORMAT

These instructions prescribe the mandatory response format and approach for the development and presentation of data. Format instructions must be adhered to, all requirements and questions in the RFO must be responded to, and all requested data must be supplied.

All RFO responses must be submitted in writing via email to the Procurement Official listed under Section I.G, by the date and time specified in Section I.G, Projected Timetable, Table 1, Key Action Dates.

C. REQUIRED RESPONSE CONTENT

The DOJ will review the Offeror's RFO response to validate that the Offeror submitted a complete response. Absence of required information may result in the response being deemed non-responsive and may be cause for rejection.

Offerors must include all applicable items listed on the Required Attachment Checklist (Attachment 1) and in the order listed. Responses that are conditional or fail to submit the required documentation by the date and time shown in the Key Action Dates may cause the DOJ to deem the response as non-responsive.

The specific tasks associated with this RFO are included in the SOW and Exhibits. Responses must be submitted for the performance of all the services described herein. Any deviation from the work specifications will eliminate the Response from further consideration and award.

D. RESPONSE GUIDELINES

This RFO and the Contractor's Response to Attachments 1-15 will be made a part of the Agreement. Responses must contain all data/information requested and must conform to the format described in this RFO. It is the Offeror's responsibility to provide all required data, and any other information deemed necessary, to enable the DOJ Evaluation Team to determine and verify the Offeror's ability to perform the tasks and activities defined in RFO's Exhibit A, SOW.

E. RESPONSE TO REQUIREMENTS

All RFO responses should be provided in a format compatible with the DOJ standard applications (i.e., Microsoft [MS] 365, PDF) single-spaced, using a typeface of Arial 11 or 12 font. DOJ's current standard applications include MS 365 (includes Outlook, Visio, and Project).

F. REVIEW OF RFO RESPONSES FOR AWARD/SELECTION CRITERIA

All Responses to this RFO will be reviewed for responsiveness to the requirements of this RFO. If a response is missing information required in the RFO or Exhibits, the response may be deemed nonresponsive. At DOJ's discretion, inaccurate or misleading information may be cause for rejection of the response.

RFO Response Review Criteria

All Responses received on or before the RFO Response Submission Due Date and time as specified in Section I.G, Projected Timetable, Table 1, Key Action Dates will be assessed as outlined below.

1) Preliminary Review

Each response will be reviewed for completeness and then the Response's Administrative Requirements, Cover Letter, and Key Staff Mandatory Qualifications will be assessed. The DOJ may reject any or all responses that fail to meet these requirements. Rejected responses will be eliminated from further consideration.

2) Company References, Key Staff References, Key Staff Desirable Qualifications, and Narrative Technical Response

Each Offeror who meets the Preliminary Review and satisfies the requirements of the RFO will have their response scored.

3) Costs

The Offeror must complete Attachment 7, Cost Sheet. Cost will be scored as indicated in Section II.G Scoring Criteria.

4) Interviews, if necessary

- a. The DOJ may interview up to the top three (3) highest scoring Offeror(s) that satisfy the requirements of the RFO. Offeror(s) will be required to

appear for a virtual oral interview with the DOJ. Offeror(s) will be notified in advance of the specific date and time for the interview.

- b. The interview shall include the presence of the key staff under the Agreement. Offerors must be prepared to respond to the questions related to the specifics of the RFO Response.
- c. All costs for developing a response and attending interviews are entirely the responsibility of the Offeror and shall not be chargeable to the DOJ.

G. SCORING CRITERIA

RFO Responses that pass the Administrative Requirements review will proceed to the Technical Requirements review. Responses reaching this phase will be awarded points based on the Assessment and Selection Criteria by the DOJ Assessment Team as follows:

Table 2 – Scoring Criteria

Assessment and Selection Criteria	Maximum Points Per Category
Administrative Requirements	
1. Administrative Requirements / Forms	Pass/Fail
2. Key Staff Mandatory Qualifications	Pass/Fail
Scoring Criteria 1	
Technical Requirements	
3. Company References	50
4. Key Staff References	50
5. Key Staff Desirable Qualifications	500
6. Narrative Technical Response	100
Scoring Criteria 1 Total Points Possible	700
Scoring Criteria 2	
Cost*	
<i>The lowest average hourly rate response is awarded the maximum cost points. All other Responses cost points are awarded based on the following calculation: Cost Score Awarded to Offeror = Lowest Rate / Offeror's Rate multiplied by the Maximum Cost Points Available (300)</i>	
7. Cost*	300
Scoring Criteria 2 Total Points Possible	300
Scoring Criteria 1 & 2 Total Points Possible	1000
Scoring Criteria 3	
Interviews	
8. Interview (optional at the discretion of DOJ)	100
TOTAL POINTS POSSIBLE	1100

H. MANDATORY STAFF QUALIFICATIONS

Contractor staff must be highly skilled in the TDDC MSA classifications identified below. The SOW, Exhibit A, activities, tasks, and responsibility descriptions are intended to be representative, depending on the specific classifications to which a staff member is assigned.

The following table lists the TDDC MSA classifications the DOJ is requesting and must be included in Attachment 5, Key Staff Qualification Matrix.

Table 3 – TDDC MSA Classifications

TDDC MSA CLASSIFICATIONS	
1.	Project Manager – REQUIRED

Note: Proposed resources currently assigned to any DOJ contract may be disqualified.

Minimum Qualifications

The Minimum Qualifications for the Project Manager classification is identified in Attachment 5, Key Staff Qualification Matrix. To be deemed responsive to the RFO, the proposed resource must meet or exceed the identified Minimum Qualifications for the classification they are being proposed to perform. Any Offeror whose proposed staff do not meet these qualifications may cause the entire Response to be determined non-responsive and fail the Mandatory Staffing Qualification.

Desirable Qualifications

The Desirable Qualifications for the Project Manager classification is also identified in Attachment 5, Key Staff Qualifications Matrix. During the Technical Evaluation, additional points shall be awarded based on the proposed Resource's ability to meet the Desirable Qualification requirements.

III. RESPONSE CONTENT AND FORMS

Attachment 1 – Required Attachment Checklist

Please complete the checklist below to confirm that all items are contained with the Response. Place a check mark (✓) next to each item being submitted. For the response to be responsive, all required documents should be submitted in the order listed below. Responses must be submitted via email.

This checklist should be returned along with the RFO response package. All pages should be sequentially numbered, and all elements should follow the sequential order presented on the checklist.

The need to verify that all documentation is submitted with the response cannot be overemphasized. Failure to submit all required documents referenced on this checklist may cause the Response to be rejected.

Table 4 – Required Attachment Checklist

CHECK (☐)	ITEM#	DOCUMENT NAME / DESCRIPTION	REFERENCE/ LOCATION	REQUIRED
	1.	Required Attachment Checklist	Attach 1	Yes
	2.	Cover Letter	Attach 2	Yes
	3.	Company Reference Forms (three (3) per company)	Attach 3	Yes
	4.	Key Staff Reference Forms (one (1) per resource)	Attach 4	Yes
	5.	Key Staff Qualifications Matrix Project Manager - Required	Attach 5.1	Yes
	6.	Narrative Technical Response	Attach 6	Yes
	7.	Cost Sheet (attach as a separate PDF)	Attach 7	Yes
	8.	Confidentiality Statement	Attach 8	Yes
	9.	Contractor Statement of Acknowledgement	Attach 9	Yes
	10.	Payee Data Record (STD 204) and Payee Data Record Supplement (STD 205), includes vendor qualifications to do business in California (Secretary of State print out)	Attach 10	Yes
	11.	Bidder Declaration	Attach 11	Yes
	12.	Commercially Useful Function (CUF) Compliance Form, includes SB certification (if applicable) If neither a small business nor a DVBE will be participating in the offer, then this form is not required.	Attach 12	If claiming
	13.	DVBE Declaration Disabled Veteran Business Enterprise Declaration Bidders who have been certified by California as a DVBE must submit a completed STD. 843 (Disabled Veteran Business Enterprise Declaration) form.	Attach 13	Yes (if applicable)
	14.	Copy of TDDC MSA (including price sheet)	Attach 14	Yes
	15.	Conflict of Interest and Confidentiality Statement	Attach 15	Upon DOJ request, prior to contract award
	16.	Contractor Security Confidentiality and Non-Disclosure Agreement	Attach 16	After contract award

Attachment 2 – Cover Letter

The Offeror's Response must include a cover letter confirming the Offeror's acknowledgement and acceptance of all RFO requirements. The cover letter must include:

1. A statement indicating that the signer is authorized to bind the company contractually.
2. A statement certifying that the Offeror's proposed resources meet or exceed the Resource Minimum Qualifications (MQs) as described in this RFO and in the TDDC MSA MQs.
3. A statement to affirm that the Offeror agrees to the TDDC MSA Terms and Conditions and attests that they have read and will comply with the requirements set forth in this RFO without change or modification.
4. An explanation of the number of years and months the Offeror has been doing business.
5. Agreement Engagement Manager name, title, and contact information.
6. A signature block indicating the:
 - Title or position that the signer holds in the firm.
 - Signer's contact information including phone, fax, e-mail, and address.
7. A statement of assurance from the Offeror that, if awarded the agreement, they will provide commercial general liability and worker's compensation insurance certificates within 10 days of Agreement execution.
8. The original signature of the signer. A PDF signed copy shall be accepted. Electronic signatures shall be accepted.

The cover letter must NOT contain any cost information.

Attachment 3 – Company Reference Form**❶ VENDOR COMPLETES SECTION 1 ONLY****PART 1A: INSTRUCTIONS TO VENDOR (V)**

Three (3) company references are required for services completed within the past ten (10) years. One (1) of the three (3) references may be for an ongoing effort. Work should be similar in scope and nature to the services described in Exhibit A, Scope of Work.

- a) The Vendor completes Section 1 (Part 1B, 1C, and 1D) of the form, and then returns the entire form with its final offer.
- b) References may not include employers or employees currently working for the Vendor, and only one (1) reference may be a DOJ employee that is not involved with this Solicitation.
- c) The DOJ reserves the right to contact references. It may prove beneficial, therefore, for the Offeror to verify that the contact information provided is up-to-date, and that the reference will be available during the evaluation period of time specified that the DOJ will be validating references (see Key Action Dates).
- d) A total of two (2) attempts will be made to contact each reference, via phone call and/or e-mail, and a call back or response e-mail must be received within two (2) business days. Points will not be awarded for references that cannot be validated.
- e) If the DOJ is unable to contact a reference or if there is a conflict of interest with the reference, depending on the nature of extenuating circumstances, the DOJ in its sole discretion may request a replacement reference. Vacation or general illness does not count as extenuating circumstances.

NOTE: Subcontracting Requirements – Any subcontractor(s) that the Offeror engages to fulfill the requirements of this Agreement, which is expected to receive more than ten percent (10%) of the value of the Agreement, must meet all contractual requirements of the agreement, including three (3) company references.

NOTE: References should be English-Speaking and contact numbers limited to the continental U.S. only.

PART 1B: INFORMATION REGARDING THE COMPANY BEING EVALUATED**V**

Company Name	
Company Contact Name	
Company Contact Title	
Company Address	
Phone #	
E-mail Address	

PART 1C: INFORMATION REGARDING THE REFERENCE PROVIDING THE EVALUATION**V**

Reference Name	
Reference Title	

Company Name	
Company Address	
Phone #	
E-mail Address	
PART 1D: INFORMATION REGARDING THE PROJECT BEING EVALUATED V	
Project Name	
Project Start Date (MM/YYYY)	
Project End Date (MM/YYYY)	
Total Amount of Contract (\$). Estimated amounts will be accepted.	

NOTE TO THE OFFEROR: Do not complete any sections of this form below this point. Include with the Offeror Final Offer. The DOJ Evaluation Team will verify directly with the Offeror Reference.

2 REFERENCE COMPLETES THIS SECTION**PART 2A: INSTRUCTIONS TO REFERENCE (R)**

Note to Offeror Reference: The Offeror listed in Part 1 has provided you as a customer reference to verify your overall satisfaction of their performance. The Offeror will earn points on their Response based on your evaluation of their performance. Performance will include scheduling, execution, quality of personnel, coordination, communication, and the final outcome.

- Step 1: The Offeror Reference completes the information in Part 2 of the form to the best of your ability.
- Step 2: Sign and Date the Form (Electronic signatures or photocopies of wet signatures as long as the signature is legible will be accepted). If the reference is not allowed, either legally or by company/organization policy, to sign the reference form, the reference must type in its full name with a brief statement on the form outlining the reasons they are not permitted to sign the DOJ's reference form.
- Step 3: Return the completed Reference Form to the DOJ Evaluation Team, as instructed at the time of verification.

PART 2B: REFERENCE DESCRIBES SERVICES PERFORMED BY THE OFFEROR**R**

Provide a brief description of the services performed by the Offeror company.

PART 2C: REFERENCE EXPLAINS THEIR ROLE WITH RESPECT TO THE OFFEROR**R**

Provide an explanation of your role with respect to the Offeror company.

PART 2D: REFERENCE RATES OFFEROR'S PERFORMANCE AND ABILITIES**R**

<i>Performance Factor</i>	<i>Points Awarded</i>											
	<----- Lowest to Highest ----->											
	-10	0	1	2	3	4	5	6	7	8	9	10
1. The Offeror provided qualified individuals.			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
2. The Offeror resolved issues in a timely manner.			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
3. The Offeror delivered quality services and deliverables.			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

4. The Offeror managed resources/workload, completed expected tasks, and provided timely services.			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
5. What was your overall satisfaction with the Firm?			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
6. Would you hire this company again?	☐ NO	☐ YES										
TOTAL POINTS FOR ALL STATEMENTS (LINES 1–6 ABOVE)												
PART 2E: REFERENCE SIGNATURE												
R												
<i>By signing this form below, the Reference is certifying that all information provided in Part 2</i>												
SIGNATURE (PLEASE SIGN IN BLUE INK)						DATE SIGNED						
Printed Name:												
Title:												

Attach additional pages as needed.

Attachment 4 – Key Staff Reference Form**❶ VENDOR COMPLETES THIS SECTION**

PART 1A: INSTRUCTIONS TO VENDOR	
One (1) resource reference is required for each proposed resource. List one (1) client serviced within the past ten (10) years while providing services that are similar in nature and scope to those described in this RFO. The DOJ may be listed as one reference (manager level or above), but subcontractors may not be listed as a reference. a) The Vendor completes Section 1 (Part 1B, 1C, 1D, and 1E) of the form, and returns the entire form with its final offer. b) References may not include employers or employees currently working for the Vendor, and only one (1) reference may be a DOJ employee that is not involved with this Solicitation. c) The DOJ reserves the right to contact references. It may prove beneficial, therefore, for the Offeror to verify that the contact information provided is up-to-date, and that the reference will be available during the evaluation period of time specified that the DOJ will be validating references (see Key Action Dates). d) A total of two (2) attempts will be made to contact each reference, via phone call and/or e-mail, and a call back or response e-mail must be received within two (2) business days. Points will not be awarded for references that cannot be validated. e) If the DOJ is unable to contact a reference or if there is a conflict of interest with the reference, depending on the nature of extenuating circumstances, the DOJ in its sole discretion may request a replacement reference. Vacation or general illness does not count as extenuating circumstances. NOTE: References should be English-Speaking and contact numbers limited to the continental U.S. only.	
PART 1B: INFORMATION REGARDING THE VENDOR	
Company Name	
Company Address	
Phone #	
E-mail Address	
PART 1C: INFORMATION REGARDING THE RESOURCE BEING EVALUATED	
Resource Name	
Title of Resource	
PART 1D: INFORMATION REGARDING THE REFERENCE PROVIDING THE EVALUATION	
Reference Name	
Specific Role on the Project	
Company Name	
Company Address	
Phone #	
E-mail Address	

PART 1E: DESCRIPTION OF RESOURCE'S RELEVANT EXPERIENCE		V
<i>Please copy/paste the exact description from the resource matrix. For each experience, also provide the following:</i> • <i>Workplace:</i> • <i>Project Name:</i> • <i>Time Period:</i> • <i>Project \$ Amount:</i>		

NOTE TO THE OFFEROR: Do not complete any sections of this form below this point. Include with the Offeror Final Offer. The DOJ Evaluation Team will verify directly with the Resource Reference.

2 REFERENCE COMPLETES THIS SECTION

PART 2A: INSTRUCTIONS TO REFERENCE		
Note to Resource Reference: The Offeror and Resource listed in Part 1 has provided you as a customer reference to verify your overall satisfaction of their performance. The Offeror will earn points on their Response based on your evaluation of their performance. Step 1: The Offeror Reference completes the information in Part 2 of the form to the best of your ability. Step 2: Sign and Date the Form (Electronic signatures or photocopies of wet signatures as long as the signature is legible will be accepted). If the reference is not allowed, either legally or by company/organization policy, to sign the reference form, the reference must type in its full name with a brief statement on the form outlining the reasons they are not permitted to sign the DOJ's reference form. Step 3: Return the completed Reference Form to the DOJ Evaluation Team, as instructed at the time of verification.		
PART 2B: REFERENCE VALIDATES RESOURCE'S RELEVANT EXPERIENCE		R
<i>Can you validate that the identified resource performed the services described in Part 1E? Yes or No? If No, please explain.</i>	☐ YES	
	☐ NO	If No, explain:
PART 2C: REFERENCE VALIDATES WORK RELATIONSHIP TO RESOURCE		R
<i>During this specific project or service, my work relation to the individual was as the functional manager of the Project. Yes or No? If No, please explain.</i>	☐ YES	
	☐ NO	If No, explain:
PART 2D: REFERENCE RATES RESOURCE'S PERFORMANCE AND ABILITIES		R
Rating System Legend		
10 points = Excellent	Resource's performance & abilities were outstanding & of excellent quality during engagement.	
8 points = Good	Resource's performance & abilities were above average during engagement.	
6 points = Average	Resource's performance & abilities were average during engagement.	
2 points = Poor	Resource's performance & abilities were below average during engagement.	

0 points = No Value	Resource's performance & abilities were unsatisfactory during engagement.								
References' Evaluation									
<i>Performance and Ability Statements</i>					<i>Points Awarded</i>				
					0	2	6	8	10
1) Rate the individual's performance during this engagement.					☐	☐	☐	☐	☐
2) Rate the individual's ability to perform contractually required work in a timely manner.					☐	☐	☐	☐	☐
3) Rate the individual's verbal and written communication skills.					☐	☐	☐	☐	☐
4) Rate the individual's ability to engage in positive working relationships with other coworkers.					☐	☐	☐	☐	☐
5) Rate the individual's knowledge in the required areas of expertise.					☐	☐	☐	☐	☐
TOTAL POINTS FOR ALL STATEMENTS (LINES 1 – 5 ABOVE)									
PART 2E: REFERENCE SIGNATURE					R				
<i>By signing this form below, the Reference is certifying that all information provided in Part 2 of</i>									
SIGNATURE (PLEASE SIGN IN BLUE INK) *					DATE SIGNED				
Printed Name:									
Title:									

Attach additional pages as needed.

Attachment 5 – Key Staff Qualifications Matrix Instructions
(One matrix required per Key Staff)

The Contractor is responsible for identifying and proposing the ideal team composition needed to fulfill the requirements of this Agreement. **Offerors must provide one (1) key staff qualifications matrix for the proposed resource.**

DOJ **requires** that the classification for **Project Manager** be included in the Offeror's response.

TDDC MSA CLASSIFICATIONS
Project Manager (Attachment 5.1) – REQUIRED

The key staff must possess, at a minimum, the experience, knowledge, skills, abilities, and certifications listed in Minimum Qualifications (MQs) on the following tables to be considered responsive to this RFO. Items in Desirable Qualifications (DQs) will be assigned points.

All dates should be in MM/YYYY format.

Where applicable, all referenced experience must have occurred within the dates specified in the qualifications section or within the last ten (10) years prior to the RFO release date. For projects, the project start date must have occurred within the specified timeframe in the qualifications or within ten (10) years prior to the RFO release date. The additional qualifying years to substitute for a bachelor's degree may go beyond the last ten (10) years.

If awarded an agreement, any additional or substituted staff must also meet or exceed the Minimum Qualifications (MQs), as specified in the TDDC MSA and in this RFO.

The Offeror must provide enough detail for the proposed resources to be evaluated. The proposed individual(s) must have worked on the job on a full-time basis for any qualifying experience. If an individual worked on overlapping projects, the percentage of time spent on a project must be identified under the qualifying experience. The DOJ reserves the right to contact the Offeror and/or investigate each matrix thoroughly to validate the information provided by the Offeror(s).

Attachment 5.1 – Project Manager – Required**Staff Qualifications Matrix**

The Offeror's proposed staff may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience.

A	Offeror:	
B	Proposed Resource Name:	
C	For each mandatory experience and, if applicable, desirable experience listed below, describe the proposed resource's role, responsibilities, and experience to clearly demonstrate that the MQ and/or DQ have been met. All fields must be completed: - Contact information for each qualifying experience must be provided for the DOJ to validate the experience provided. - Estimated or range amounts will be accepted for Project/Contract Amounts. - The "description of services provided" must explain in detail how the proposed resource clearly meets requirement. Two (2) templates for entering qualifying experience have been pre-provided. Add additional qualifying experience as needed to fulfill the requirement, showing how requirements are clearly met. MQs will be scored on a pass/fail basis. DQs will be scored.	
	MQ 1 Minimum Qualification (Pass/Fail) Bachelor's-level degree from a recognized college or university. Alternatively, qualifying experience may be substituted for the required education on a year-for-year basis. NOTE: If no degree, Resource would need to demonstrate a total of nine (9) years of experience to meet MQ #3 below (i.e., minimum five (5) years + four (4) additional qualifying years). A recognized college or university is defined as an institution of higher learning approved by the Office of Higher Education of any given state or a foreign college or university of comparable standing.	DQ 1 Desirable Qualification (Scored) Master's degree or doctorate from a recognized college or university. A recognized college or university is defined as an institution of higher learning approved by the Office of Higher Education of any given state or a foreign college or university of comparable standing.

Must attach Degree(s) or demonstrate additional qualifying experience below to meet the minimum qualifications and, where applicable, obtain points for desirable qualifications.

#1

Client:

Project Name:

Duration (MM/YYYY – MM/YYYY):

Time Base (Full-time/Part-time):

Project/Contract Amount:

Experienced Gained on this Cited Project (Y or N):

Contact Name:

Contact Information (Address, Telephone, & Email):

Description of Services Provided:

#2

Client:

Project Name:

Duration (MM/YYYY – MM/YYYY):

Time Base (Full-time/Part-time):

Project/Contract Amount:

Experienced Gained on this Cited Project (Y or N):

Contact Name:

Contact Information (Address, Telephone, & Email):

Description of Services Provided:

**MQ 2 Minimum Qualification
(Pass/Fail)**

Project Management Professional (PMP) Certification from the Project Management Institute (PMI). The PMP certification is required and may not be substituted with additional experience.

Must attach a valid (active/current) Certificate.

**MQ 3 Minimum Qualification
(Pass/Fail)**

A minimum of **five (5)** years of broad, extensive, and increasingly responsible experience applying PM principles, methods, techniques, and tools. At least

DQ 3 Desirable Qualification (Scored)

Seven (7) or more years of broad, extensive, and increasingly responsible experience applying PM principles, methods, techniques, and tools. At least **four (4)** years of that experience must

three (3) years of that experience must have been in a lead capacity of one or more large or complex IT projects.

have been in a lead capacity of one or more large or complex IT projects.

Must demonstrate qualifying experience below to meet the minimum qualifications and, where applicable, obtain points for desirable qualifications.

#1

Client:

Project Name:

Duration (MM/YYYY – MM/YYYY):

Time Base (Full-time/Part-time):

Project/Contract Amount:

Experienced Gained on this Cited Project (Y or N):

Contact Name:

Contact Information (Address, Telephone, & Email):

Description of Services Provided:

#2

Client:

Project Name:

Duration (MM/YYYY – MM/YYYY):

Time Base (Full-time/Part-time):

Project/Contract Amount:

Experienced Gained on this Cited Project (Y or N):

Contact Name:

Contact Information (Address, Telephone, & Email):

Description of Services Provided:

MQ 4 Minimum Qualification (Pass/Fail)

A minimum of **three (3)** years of experience with SDLC projects, performing project management tasks in support of IT projects involving the development and integration of multiple systems and system interfaces.

DQ 4 Desirable Qualification (Scored)

Five (5) or more years of experience with SDLC projects, performing project management tasks in support of IT projects involving the development and integration of multiple systems and system interfaces.

Must demonstrate qualifying experience below to meet the minimum qualifications and, where applicable, obtain points for desirable qualifications.

#1

Client:

Project Name:

Duration (MM/YYYY – MM/YYYY):

Time Base (Full-time/Part-time):

Project/Contract Amount:

Experienced Gained on this Cited Project (Y or N):

Contact Name:

Contact Information (Address, Telephone, & Email):

Description of Services Provided:

#2

Client:

Project Name:

Duration (MM/YYYY – MM/YYYY):

Time Base (Full-time/Part-time):

Project/Contract Amount:

Experienced Gained on this Cited Project (Y or N):

Contact Name:

Contact Information (Address, Telephone, & Email):

Description of Services Provided:

**MQ 5 Minimum Qualification
(Pass/Fail)**

A minimum of **three (3)** years of experience leading cross-functional project teams. Cross-functional project team is defined as various groups of individuals responsible for modifying and enhancing systems designed and developed using differing software languages, tools, frameworks, and architectures coupled with individuals assigned to support various IT domains; all of which must collaborate to achieve a common goal.

DQ 5 Desirable Qualification (Scored)

Four (4) or more years of experience leading cross-functional project teams, team building, knowledge transfer, and/or mentoring experience.

Must demonstrate qualifying experience below to meet the minimum qualifications and, where applicable, obtain points for desirable qualifications.

#1

Client:

Project Name:

Duration (MM/YYYY – MM/YYYY):

Time Base (Full-time/Part-time):

Project/Contract Amount:

Experienced Gained on this Cited Project (Y or N):

Contact Name:

Contact Information (Address, Telephone, & Email):

Description of Services Provided:

#2

Client:

Project Name:

Duration (MM/YYYY – MM/YYYY):

Time Base (Full-time/Part-time):

Project/Contract Amount:

Experienced Gained on this Cited Project (Y or N):

Contact Name:

Contact Information (Address, Telephone, & Email):

Description of Services Provided:

**MQ 6 Minimum Qualification
(Pass/Fail)**

A minimum of **two (2)** years of experience with managing State of California projects using IT concepts, practices and principles to provide a foundation for technology related work with emphasis on the SDLC including design, development, implementation, post implementation monitoring, and project close out.

DQ 6 Desirable Qualification (Scored)

Three (3) or more years of experience with managing State of California projects, using IT concepts, practices and principles to provide a foundation for technology related work with emphasis on the SDLC including design, development, implementation, post implementation monitoring, and project close out.

Must demonstrate qualifying experience below to meet the minimum qualifications and, where applicable, obtain points for desirable qualifications.

#1

Client:

Project Name:

Duration (MM/YYYY – MM/YYYY):

Time Base (Full-time/Part-time):

Project/Contract Amount:

Experienced Gained on this Cited Project (Y or N):

Contact Name:

Contact Information (Address, Telephone, & Email):

Description of Services Provided:

#2

Client:

Project Name:

Duration (MM/YYYY – MM/YYYY):

Time Base (Full-time/Part-time):

Project/Contract Amount:

Experienced Gained on this Cited Project (Y or N):

Contact Name:

Contact Information (Address, Telephone, & Email):

Description of Services Provided:

**MQ 7 Minimum Qualification
(Pass/Fail)**

A minimum of **three (3)** years of demonstrated experience coordinating and gathering analysis information, researching methodologies, technical writing, legislative report writing, and planning the enhancement of a system.

DQ 7 Desirable Qualification (Scored)

Four (4) or more years of demonstrated experience coordinating and gathering analysis information, researching methodologies, technical writing, legislative report writing, and planning the enhancement of a system.

Must demonstrate qualifying experience below to meet the minimum qualifications and, where applicable, obtain points for desirable qualifications.

#1

Client:

Project Name:

Duration (MM/YYYY – MM/YYYY):

Time Base (Full-time/Part-time):

Project/Contract Amount:

Experienced Gained on this Cited Project (Y or N):

Contact Name:

Contact Information (Address, Telephone, & Email):

Description of Services Provided:

#2

Client:

Project Name:

Duration (MM/YYYY – MM/YYYY):

Time Base (Full-time/Part-time):

Project/Contract Amount:

Experienced Gained on this Cited Project (Y or N):

Contact Name:

Contact Information (Address, Telephone, & Email):

Description of Services Provided:

Attachment 6 – Narrative Technical Response

The Offeror shall provide a Narrative Technical Response (NTR) as outlined below. The DOJ is interested in responses that provide well-organized, comprehensive, and sound business solutions. Vague explanations will undermine the Offeror's credibility and result in lower scores. The DOJ seeks a detailed description of how the Offeror will meet the defined requirements to ensure successful performance.

The Offeror shall cite prior successful efforts related to each NTR item, and include a description of standards and methods used, documents and technical artifacts produced, tasks/deliverables completed, and measures used to gauge effectiveness. The narrative description for each NTR question should be concise and detailed enough for the DOJ to be able to assess the Offeror's ability to perform the services described in Exhibit A, SOW. Each question must be answered in numbered order.

The response to all the NTR questions should not exceed a total of three (3) single spaced pages at Arial 12 font formatted for standard letter-sized (8.5" x 11") paper.

1. Overall Approach

The Offeror must describe why their proposed resource will best meet the DOJ's needs. The Offeror shall describe the resource's specific experience working on a similar project and providing services like those identified in Exhibit A, SOW.

2. Risk and Issue Management and Control

The Offeror shall describe their experience and approach to identifying, assessing, and mitigating risks in a project. The Offeror shall describe key risk and issue management frameworks, tools, and techniques they have applied to prior projects. The Offeror shall describe their approach to monitoring and controlling risks throughout the project lifecycle, including how they plan to respond to unforeseen risks that may impact project scope, budget, resources, and/or schedule.

3. Project Staff and Stakeholder Engagement

The Offeror shall describe their experience and approach to identifying, addressing, and resolving stakeholder conflicts or lack of engagement that may arise due to competing priorities, resource constraints, or project demands. The Offeror shall describe key conflict resolution strategies they have applied to ensure alignment among stakeholders while maintaining project objectives. The Offeror shall describe how they plan to monitor and adjust resource distribution throughout the project lifecycle to mitigate risks such as staffing shortages, skill gaps, budgetary constraints, and competing priorities.

4. Project Schedule Tracking and Management

The Offeror shall provide a description of their experience and approach to developing, monitoring, and maintaining IT project schedules to ensure timely execution of tasks and completion of deliverables.

Attachment 7 – Cost Sheet (1 of 2)

The Offeror shall complete and submit the Cost Sheet below and provide the hourly rates for all Resource Classifications. An hourly rate must be provided for each classification listed and may not exceed the current TDDC MSA rates. The hourly rates proposed and considered will be in effect throughout the term of the Agreement including any optional extension periods.

The IT Resource(s) identified to perform the tasks described in Exhibit A, SOW, must be able to work during the term of the Agreement.

COST SHEET RATES				
	TDDC MSA Classifications	TDDC MSA Hourly Rate	Discounted Hourly Rate YEAR 1	Discounted Hourly Rate OPTIONAL YEAR 2
1.	Project Manager – Required	\$	\$	\$
2.	Combined Hourly Rate		N/A	N/A
3.	Average Hourly Rate		N/A	N/A
4.	Combined Average Hourly Rate			N/A

Attachment 7 – Cost Sheet (2 of 2)

The Offer must provide a Cost breakdown using the format illustrated below. The DOJ does not expressly or by implication agree that any amount of work will be guaranteed and reserves the right to omit portions of the work as may be deemed necessary. However, the actual costs quoted below by the Offeror shall be binding for the term of the Agreement. Any amendments to the Agreement will adhere to amounts quoted on the Cost Sheet, including the utilization of the optional extension(s).

Cost includes all labor, supplies, equipment, travel, per diem, parking fees, vehicle, taxes, insurance, licenses, permit fees, additional fees, and any other associated cost necessary to provide the services in accordance with Exhibit A, Scope of Work at the cost shown below. DOJ will not pay for any costs not included in the Total Contract Amount. The Quote below is for consultant services for the initial 12-month term @ 200 hrs/mo.

A		B	C	D
High Level Tasks / Deliverables		Estimated Hours	Hourly Rate*	Item Total (B x C = D)
Project Methodology Plan				
1.	Project Methodology Plan		\$	\$
Project Management Monitoring and Controlling				
2.	Project Management Meetings		\$	\$
3.	Monthly Written Status Reports		\$	\$
4.	Weekly Status		\$	\$
5.	Managing Issues and Risks		\$	\$
6.	Managing Project Schedule and Project Workplan		\$	\$
7.	Managing Project Change Requests		\$	\$
8.	Managing Stakeholder Engagement		\$	\$
9.	Project Management Plans		\$	\$
10.	Managing Project Deliverables		\$	\$
Project Closure (starts after UAT to Contract end)				
11.	Operational Hand-Off Checklist and Acceptance Document		\$	\$
12.	Managing Project Closure Activities		\$	\$
13.	Completion of Project Closeout Report		\$	\$
Total		2400		\$
14.	Unanticipated Tasks and Deliverables (10% of Total)	240		\$
Grand Total		2,640		\$

*The Consultant's hourly rate should be based upon the combined average hourly rate from the

previous table and may not exceed the current MSA rate.

Please be aware that hours are projected for evaluation purposes only and based on the DOJ's ability to anticipate needs.

The DOJ reserves the right to make mathematical corrections or ask for clarification during the evaluation phase of the RFO process.

Pursuant to Public Contract Code Section 12112, DOJ will withhold 10% of payment for each task/deliverable pending completion and acceptance of all tasks/deliverables. No progress payments shall be made in advance of acceptance of tasks/deliverables. The Contractor will submit a final invoice upon completion and acceptance of all tasks/deliverables for the withheld amount.

Attachment 8 – Confidentiality Statement

As an authorized representative and/or corporate officer of the company named below, who has the authority to bind the company, I warrant that my company and its employees will not disclose any documents, diagrams, information and information storage media made available to us by the State for responding to this RFO or in conjunction with any Contract arising there from. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the State will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to comply may subject this company to liability, both criminal and civil, including all damages to the State and third parties. I authorize the State to inspect and verify the above.

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

(Signature of Representative)

(Date)

(Typed Name of Representative)

(Typed Name of Company)

Attachment 9 – Contractor Statement of Acknowledgement

(Contractor Name)

Hereby acknowledges that we have read this RFO including Exhibits and will accept responsibility for accomplishing the work as described in accordance with the general requirements and Contractor responsibilities set forth. By submitting an offer, we agree to the terms and conditions stated in this RFO and our LPA contract.

SIGNED _____ DATE _____

NAME AND TITLE _____

ADDRESS _____

Print Name, Title and Address

PHONE # _____ EMAIL _____

Attachment 10 – Payee Data Record (STD 204) and Payee Data Record Supplement (STD 205)

Payee Data Record (STD 204) and Payee Data Record Supplement (STD 205), includes vendor qualifications to do business in California (Secretary of State print out) to be completed and submitted with RFO Response.

The STD. 204 and STD. 205 forms can be found at:

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

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>

Attachment 11 – Bidder Declaration

To be completed and submitted with RFO Response.

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

Attachment 12 – Commercially Useful Function (CUF) Compliance Form (if applicable)

If neither a small business nor a DVBE will be participating in the bid, then this form is not required.

Under Military and Veterans Code 999.5 and Government Code 14837.4 (A/B), each solicitation must be evaluated for Commercially Useful Function when the prime bidder is small, micro or DVBE certified, or a prime bidder's subcontractor is small, micro or DVBE certified. All small businesses, micro businesses, and disabled veteran business enterprises (DVBE) are required to perform a "commercially useful function" in any contract it performs for the State.

The Bidder must provide a written, signed statement below detailing the role, services and/or goods the Bidder and/or Subcontractor(s) will provide to meet the Commercially Useful Function requirement. A separate form must be provided for each small businesses, micro businesses, and DVBE.

A business that is performing a commercially useful function is one that does all of the following (e.g. specific roles of business for this project and/or goods or services to be provided as part of this project), please respond to the following statements

- 1) Supplier must be responsible for the execution of a distinct element of the work.

- 2) Supplier must carry out their obligation by actually performing, managing or supervising the work involved.

- 3) Supplier performs work that is normal for its business, services and function.

- 4) Supplier is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installation, if applicable, and making payment.

- 5) Supplier is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

Name of Bidder: _____

Signature of Bidder: _____ Date: _____

If the SB, MB or DVBE is a subcontractor:

Name of Subcontractor: _____

Type of Business (SB, MB, DVBE): _____

Attachment 13 – Disabled Veteran Business Enterprise Declarations

To be completed and submitted with RFO Response if applicable.

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

Attachment 14 – Copy of TDDC MSA (including price sheet)

Offeror's copy of its current TDDC MSA (including price sheet) to be submitted with RFO Response.

Attachment 15 – Conflict of Interest and Confidentiality Statement

To be completed by consultant(s), upon DOJ request, prior to contract award (double-click the icon below to access the form).



Conflict of Interest
and Confidentiality

Attachment 16 – Department of Justice (DOJ) Contractor Security Confidentiality and Non-Disclosure (CND) Agreement

To be completed after contract award (double-click the icon below to access the form).



b. NDA
form_cjis-003.pdf

IV. EXHIBITS

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Exhibit A – Scope of Work

I. INTRODUCTION

This is a hybrid-based contract. The M-LET project is part of the DOJ's ongoing efforts to comply with legislative mandates Assembly Bill (AB) 2847 and AB 2699, which require modifications to firearms systems. These changes impact multiple applications, requiring system enhancements, process updates, and alignment with related projects such as the Firearms IT Systems Modernization (FITSM) initiative. To ensure successful implementation, the project necessitates structured project management, coordination of resources, and adherence to compliance standards.

The Project Manager Consultant will oversee and coordinate all phases of the Software Development Life Cycle (SDLC), from design and development to implementation, testing, go-live, post-implementation monitoring, and project closeout. This hybrid-based contract requires the consultant to manage key project aspects while ensuring compliance with established project management standards.

The consultant will be responsible for maintaining up-to-date project documentation, tasks/deliverables, and artifacts. They will develop and oversee the project schedule using approved scheduling tools, ensuring alignment with the baseline timeline. By tracking progress and analyzing variances, the consultant will recommend strategies to keep the project on schedule and meet milestones.

Risk management is a core responsibility, requiring the consultant to log and address risks, action items, issues, decisions, change requests, lessons learned, and related project elements. Additionally, they will schedule and lead critical meetings on topics such as schedule management, change control, project status, risk resolution, contracts, and budget reconciliation. Meeting minutes will be documented and distributed promptly, with follow-ups on action items.

The consultant will also be responsible for preparing and submitting reports, including Project Steering Committee (PSC) presentations, DOJ weekly and monthly status reports, and any required reports. They will support the Project Management Office (PMO) in tracking and managing project tasks/deliverables, ensuring proper documentation and accessibility.

Furthermore, the consultant will oversee the impact of legislative mandates on the M-LET project, maintain Project Management Plans, and develop closeout and assessment reports for each project phase. Additional responsibilities may be assigned by the DOJ to ensure project success and compliance with PMO standards.

The M-LET project's impacted systems are listed below.

Count	System Name	System Function
01	Automated Firearms System (AFS)	An internal application that stores firearms ownership information accessible via California Law Enforcement Telecommunications System (CLETS) messaging interface. The AFS also houses the Ammunition Purchase Record File (APRF) that stores ammunition purchase information.
02	California Firearms Application Reporting System (CFARS)	A public-facing web application that allows the public to submit various firearms related reports and applications to the Department, including: a. CFARS - Certificate of Eligibility - firearms dealers, ammunition vendors and their employees are required to obtain a COE to conduct business in California. b. CFARS - AFS Personal Information Update - The AFS Personal Information Update Application allows an individual to update personal information on a firearm ownership record for the purpose of facilitating an ammunition purchase transaction. c. CFARS - Unique Serial Number Application (USNA) - The Unique Serial Number Application allows a CA resident or a new resident to CA, to submit prior to manufacturing or assembling a firearm, a USNA to be issued a unique serial number and record the firearm with the Department. d. CFARS - CRIS Reporting Forms (CRIS) - The CRIS reporting forms allow a public user to report ownership of a firearm or submit a law enforcement gun and/or ammunition release for BOF processing.
03	California Firearms Information Gateway (CFIG)	An interface to the CLETS. Firearms applications make use of CFIG to communicate with other criminal justice databases to conduct firearms eligibility checks.
04	Consolidated Firearms Information System (CFIS)	An Oracle database that stores firearms and ammunition sales data; dealership and ammunition vendor information; and armed persons' data.
05	Criminal Justice Information System (CJIS) – Operations Portal (COP)	The CJIS Operations Portal (COP) is the administrative interface to New CJIS Control (NCC). Among other functions, COP allows users to view and update the status of applications and message keys, monitor console and guaranteed messages, perform journal searches, and change various NCC

		parameters.
06	Dealer Record of Sale Entry System (DES)	Public-facing application used by firearms dealers and ammunition vendors to submit purchaser/transferee information to CA DOJ for the purpose of checking eligibility to own or possess firearms and ammunition and to report firearms and ammunition sale/transfer data to CA-DOJ.
07	Dealer Record of Sale (DROS)	An internal application used by BOF analysts to process background checks related to firearms and ammunition transactions.

II. SUMMARY

The Contractor resource will assist with establishing, implementing, and conducting project management activities to achieve project objectives within mandated timelines for all the SDLC project phases, planning, design, development, implementation, go-live, post implementation stabilization, monitoring, and project close out. This will include performing all project management activities related to scope, schedule, cost, issues, risks, resources/stakeholders, status, reporting, communications, and change management. Upon completion of the project, the consultant will complete all project close-out activities. The consultant must follow project management standards and methodology utilized within DOJ for project tasks/deliverables, artifacts, and activities.

III. CONTRACT MANAGER

A. The Contract Managers (CM) for this Agreement are as follows:

	<u>DOJ</u>	<u>Contractor</u>
Name:	TBD	<<insert>>
Street Address:	TBD	<<insert>>
City, State Zip Code:	TBD	<<insert>>
Phone:	TBD	<<insert>>
Email:	TBD	<<insert>>

B. The CMs will operate as the DOJ single point of contact for each party. DOJ's CM will give direction to the Contractor concerning the assigned deliverables and/or tasks. The Contractor's CM shall work collaboratively with the DOJ Management Team, Program Managers, Functional Managers, and technical staff to ensure that all deliverables are satisfactorily completed. The CMs shall ensure that all Agreement activities are conducted in accordance with DOJ regulations; oversee processes and procedures; monitor contractor compliance with the Agreement; and resolve issues.

C. The DOJ and Contractor reserve the right to change their CMs at any time

without amending this agreement, by notifying the other party of the change in writing.

IV. WORK TO BE PERFORMED

A. DESCRIPTION

The Contractor will be responsible for identifying and proposing the ideal resource needed to fulfill the requirements of this Agreement. At a minimum, DOJ anticipates and **requires** that the classification for **Project Manager** be included in the Offeror's response to ensure DOJ's needs can be fully met.

TDDC MSA CLASSIFICATIONS	
1.	Project Manager – REQUIRED

B. ADDITIONAL SERVICES

The Contractor may be required to provide additional services related to the performance of activities described within the Scope of Work, as requested by the DOJ CM, not to exceed 10% of the total Agreement amount.

The DOJ CM and the Contractor will mutually agree upon the cost for providing additional services, if requested, via a Work Authorization (WA) (Appendix 2) before the work can commence. All costs will align with the hourly rates included in the Classification and Hourly Rates section of Attachment 7, Cost Sheet.

C. CONTRACTOR TASKS AND DELIVERABLES

The Contractor Consultant(s) shall complete the tasks and deliverables listed in Table I. Completion of the identified deliverables shall be under the direction of the DOJ's Management Team, in accordance with the DOJ/CJIS policies and procedures.

EXHIBIT A – TABLE I

Tasks and Deliverables Matrix

ID	High-Level Tasks and Deliverables Description	Task / Deliverable	Due Date
Project Methodology Plan			
1.	Project Methodology Plan - This includes but is not limited to preparing and delivering a comprehensive document that outlines the project management approach, methodology, planned monthly objectives, tasks and deliverables that will be accomplished during the life of this agreement in alignment with PMO.	Deliverable	Ten (10) business days following start of work
Project Management Monitoring and Controlling			
2.	Project Management Meetings – This includes but is not limited to scheduling and/or leading, Weekly Project Status Team Meetings, Weekly PMO Meetings, Risk and Issue Meetings, Deliverable Review Meetings with the Project Stakeholders, or facilitate other project meetings as requested or needed in support of project execution. In the meetings, the Consultant should be prepared to provide the following information including but not limited to the following: • Status updates of work completed, pending work, upcoming work/activities • Current status/progress of anything outstanding (e.g. action items, decisions, risks, issues, etc.) • Identification of risks, issues, challenges, and roadblocks along with recommendations for resolution • Schedule updates	Task	ONGOING
3.	Monthly Written Status Reports – Preparing and delivering written Monthly Status Reports using standard PMO template. This report includes but is not limited to the following: • Overall project status • Key updates from the Business, IT, and PMO teams	Deliverable	Monthly reports on the second Wednesday of each month

ID	High-Level Tasks and Deliverables Description	Task / Deliverable	Due Date
	• An overview of Agreement tasks and activities in progress for each specific task/deliverable. • Identification of all risks and issues that could impede the Project. • Recommendations regarding how to mitigate the impact of identified risks and issues. • Updates on prior risks, issues, and mitigation measures. • Information regarding work planned for the next reporting period. • Actual Agreement expenditures versus planned expenditures		
4.	<u>Weekly Status</u> – Preparing and/or maintaining written Weekly Status Reports using standard PMO template. This report includes but is not limited to the following: • Collect weekly project updates from the Business, IT, and PMO teams • Meet with PMO on a weekly basis to identify and work through all risks, issues, challenges while providing updates, status, and information on upcoming activities • Draft weekly project report using standard PMO template	Task	ONGOING
5.	<u>Managing Issues and Risks</u> – This includes but is not limited to preparing and/or maintaining the Risk and Issue Management Plan, Risk and Issue Log, and Risk and Issue forms. The consultant will identify and mitigate risks, manage risk response planning, assist in the creation of tools for the management and resolution of issues and action items. Conduct or facilitate issue and risk management as per the Issue and Risk Management Plan. Perform impact analysis for risks, issues, and change requests. Ensure accurate metrics for reporting. Assume Risk and Issue Ownership when newly assigned. Track assessment, impacts, and mitigations, until risk/issue closure.	Task	ONGOING
6.	<u>Managing Project Schedule and Project</u>	Task	ONGOING

ID	High-Level Tasks and Deliverables Description	Task / Deliverable	Due Date
	<u>Workplan</u> – This includes but is not limited to: Preparing and/or maintaining Master Project Schedule, weekly update of activity progress, analyze project progress and recommend alternatives to meet the scheduled milestones and deliverables, assist with prioritization of assigned tasks. Report on the progress and performance of all activities to project schedule, mitigate schedule variances, track roles and responsibilities of the project team members by task, subtask, timeframe, and any dependencies on other tasks. Obtain weekly and monthly task updates from task owners and ensure project schedules are kept current.		
7.	<u>Managing Project Change Requests</u> – This includes but is not limited to preparing and/or maintaining the Change Management Plan, Change Request forms, and Change Log. Manage and track project changes related to scope, schedule, costs, and resources and ensure change control as per the Change Management Plan.	Task	ONGOING
8.	<u>Managing Stakeholder Engagement</u> – This includes but is not limited to the following: • Preparing and/or maintaining Stakeholder Management Plan, Resource Management Plan, and Communication Management Plan • Manage, track, and facilitate stakeholder engagement and communications • Track monthly resource time spent on project activities for budget and contract tracking purposes • Keep stakeholders apprised of most up to date project information • Communicate with and support the Project Team and any assigned external consultants, as needed • Identify any resource constraints and assist PMO as necessary to minimize impact • Maintain Stakeholder Register, Project Organization Structure/Chart, and other related artifacts to track and manage resources	Task	ONGOING
9.	<u>Project Management Plans</u> – Preparing and/or	Task	ONGOING

ID	High-Level Tasks and Deliverables Description	Task / Deliverable	Due Date
	maintaining all Project Management Artifacts required by DOJ Project Management Framework (PMF) and directed by DOJ PMO throughout the project lifecycle. The Consultant shall follow the DOJ PMO practices, Project Management Body of Knowledge (PMBOK), and the California Project Management Framework (CA PMF) project methodology guidelines. Artifacts include but are not limited to: • Project Charter • Scope Management Plan • Governance Management Plan • Contract Management Plan • Requirements Management Plan • Requirements Traceability Matrix (RTM) • Maintenance and Operations Management Plan		
10.	<u>Managing Project Deliverables</u> – Preparing and/or maintaining the Project Deliverables Tracker. Facilitating and tracking all identified project deliverables and artifacts as required and identified by project team or project oversight team which includes but is not limited to the following: • Requirements Documents • Use-case documents • Design and Integration documents • Release Management • Test Plan • Go-live Criteria and Go-live Report • Any PM requests from PMO Independent Project Oversight (IPO) to ensure compliance	Task	ONGOING
Project Closure (starts after UAT to Contract end)			
11.	<u>Operational Hand-Off Checklist and Acceptance Document</u> – Completion of the hand-off and transition checklist of all project deliverables and artifacts to Operations for ongoing support and maintenance using standard PMO template. This includes but is not limited to the following: • Ensuring project artifacts are completed and stored in Project SharePoint site following	Deliverable	Due thirty (30) calendar days prior to Go-Live date

ID	High-Level Tasks and Deliverables Description	Task / Deliverable	Due Date
	PMO SharePoint Management Plan for example, (use cases, report specifications, gap analysis, design documents, release notes, implementation and rollback plan, etc.) • Permanent Resources hand-off to respective areas • M&O resources are aware of hand-off and ready to support the product • Required facilities, infrastructure, hardware, and software required for ongoing support of deliverables are in place • M&O group is prepared to support implemented mandated changes (support structure and incident management tools (JIRA and ITSM) is in place) • The configuration management and release process are in place • Service Level Agreements (SLAs) and performance measures and reporting metrics are in place • Knowledge base for M&O Support team is in place (for example: use cases, report specifications, gap analysis, design documents, release notes, implementation and rollback plan, etc.)		
12.	<u>Managing Project Closure Activities</u> – This includes but is not limited to the following: • Verifying Acceptance of All Project Deliverables • Resolving or transferring ownership of open issues • Conduct Lessons Learned activities • All project artifacts are organized and stored on the Project Site and handed off to the Operations and PMO teams • Coordinate execution and signoff of Operational Hand-Off Checklist and Transition Plan • Coordinate system(s) acceptance	Task	Due within twenty (20) business days after Go-Live date and at least three (3) weeks prior to Agreement end
13.	<u>Completion of Project Closeout Report</u> – This includes developing a final report that summarizes all project activities, accomplishments, and lessons	Deliverable	Due within twenty (20) business days

ID	High-Level Tasks and Deliverables Description	Task / Deliverable	Due Date
	learned using standard PMO template. Provide a walk-through of the final report to designated project management and staff. The Final Report shall include, but is not limited to the following: • Summary of all SOW tasks and activities • Deliverables (include outstanding or incomplete deliverables along with an associated impact assessment.) • Milestone accomplishments • Lessons learned • Summary of key recommendations to improve the Project's execution, artifacts, and outcomes. • Summary of major risks and issues and how they were mitigated. • Open issues that may require post project attention. • Location of project artifacts (SharePoint location, etc.) • Actual Agreement expenditures versus planned expenditures		after Go-Live date and at least three (3) weeks prior to Agreement end
Unanticipated Tasks and Deliverables			
14.	Unanticipated Tasks and Deliverables – Unanticipated tasks/deliverables will be contracted for on an as-needed basis and shall be optional throughout the term of the Contract.	TBD	TBD

D. RESOURCE AVAILABILITY/WORK HOURS

The Contractor shall be available to provide services at any time during normal DOJ business hours, Monday through Friday, between 8:00 a.m. and 5:00 p.m. Pacific Time (PT), excluding State holidays, except as specifically agreed to otherwise in writing by the DOJ CM.

The Contractor Resource(s) may be required to provide support beyond the normal DOJ business hours to successfully provide services described in this SOW or a specific WA. Increased access can be provided during critical project periods, with prior approval of the manager over the facility being accessed. Any work performed outside of the DOJ's core business hours, including after hours, weekends, and holidays will be paid at the same hourly rate (overtime rates will not apply).

E. RESOURCE LOCATION

The Contractor Resource(s) must be available to work either virtually or onsite at the DOJ Sacramento Headquarters, 4949 Broadway, Sacramento, California, 95820 or other DOJ locations within the Sacramento region, as mutually agreed upon.

The Contractor shall notify the DOJ CM at least ten (10) business days in advance of any required visits to any DOJ location.

All Contractor Staff including any subcontractors must be located within the United States of America.

F. SCHEDULING OF WORK

Contractor shall confer with the DOJ CM or designee in a kickoff meeting to review work details, methods, and scheduling.

G. WORK DETAILS/TASKS

This Agreement will be hybrid-based (fixed cost) work.

The description in Section IV represents generic/high-level activities, deliverables, and tasks expected to be performed. Detailed/specific activities, tasks/deliverables shall be identified in an approved WA and shall be performed in accordance with applicable DOJ standards and conventions.

H. SCHEDULE OF WORK DETAILS

Work timeframes and schedule of tasks/deliverables will be identified in WA.

I. WORK AUTHORIZATIONS

Prior to the Contractor beginning any work, the DOJ CM, or designee, in consultation and agreement with the Contractor, will issue a WA. The WA is used by the DOJ to manage and control the work performed by the Contractor through the duration of the Agreement. The DOJ and the Contractor shall review each WA and reach agreement on the activities, deliverables, tasks, responsibilities, and cost to complete the defined effort. Upon mutual agreement, the Contractor and the DOJ shall sign the WA and billable work may begin on the WA defined effort.

It is the DOJ's intent to always have a signed, active WA in place throughout the Agreement term, and there may be multiple concurrent signed WAs in place at the same time. However, the Agreement includes no guarantee of work, regardless.

Task/deliverable means a tangible or intangible Contractor requirement to be produced during the term of the Agreement. Tasks/Deliverables may be either an outcome to be achieved or an output to be provided.

The following rules will apply for all WAs:

1. It is understood and agreed by both parties to this Agreement that all of the terms and conditions of this Agreement will remain in force with the

inclusion of any such WA. Such WA will in no way constitute an Agreement other than as provided pursuant to this Agreement nor in any way amend or supersede any of the other provisions of this Agreement.

2. All WAs must be signed by the Contractor and the DOJ prior to beginning work.
3. The DOJ has the right to require the Contractor to stop or suspend work on any WA pursuant to the following "Stop Work" provisions.
 - a. The DOJ may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Agreement for a period up to forty-five (45) calendar days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order will be specifically identified as such and must indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of forty-five (45) calendar days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties must have agreed, the DOJ will either:
 - 1) Cancel the Stop Work Order; or
 - 2) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Agreement.
 - b. If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The DOJ will make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the Agreement will be modified, in writing, accordingly, if:
 - 1) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and
 - 2) The Contractor asserts its right to an equitable adjustment within 60 calendar days after the end of the period of work stoppage; provided, that if the DOJ decides the facts justify the action, the DOJ may receive and act upon a proposal submitted at any time before final payment under this Agreement.
 - c. If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the DOJ, the DOJ must allow

reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

- d. The DOJ will not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.
4. Personnel resources will not be expended (at a cost to the DOJ) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:
 - a. If, in the performance of the work, the Contractor determines that a WA to be performed under this Agreement cannot be accomplished within the estimated work hours, the Contractor will immediately notify the DOJ in writing of the Contractor's estimate of the work hours which will be required to complete the WA in full. Upon receipt of such notification, the DOJ may:
 - 1) Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the WA (such an authorization not unreasonably to be withheld), or
 - 2) terminate the WA, or
 - 3) alter the scope of the WA in order to define tasks that can be accomplished within the remaining estimated work hours
5. The DOJ will notify the Contractor in writing of its election within five (5) business days after receipt of the Contractor's notification. If notice of the election is given to proceed, the Contractor may expend the estimated additional work hours or services. The DOJ agrees to reimburse the Contractor for such additional work hours.

J. CHANGE ORDERS

The DOJ reserves the right to modify the WA with agreement of the Contractor. The services, activities, tasks, deliverables, and responsibilities are identified in the signed WA; however, this work may change due to a variety of factors that may be discovered while performing the WA or due to external factors. Any modifications to an executed WA or CO will be done via the Change Order (CO) form (Appendix 4).

K. ACCEPTANCE CRITERIA

All written tasks/deliverables identified through the WA shall be provided in an electronic format compatible with the DOJ's current MS Office suite or as otherwise specified by the DOJ CM or designee. Unless otherwise agreed to by the DOJ CM or designee, draft deliverables or tasks must be provided at least ten (10) business days in advance of the final task/deliverable due date in order to allow five business days for comments and feedback from the DOJ CM or designee.

Task/deliverable suitability for acceptance is at the sole discretion of the DOJ CM or designee. All acceptance criteria are defined in the WA.

The DOJ will verify that the tasks/deliverables are in conformity with the WA (or revised CO). Within ten (10) business days from DOJ's receipt of the final WA task/deliverable, the DOJ CM or designee will provide notice that the tasks/deliverables have been approved as is, approved with noted changes, or denied, by marking the Formal Acceptance (FA) form (Appendix 3) as follows and providing a copy to the Contractor:

- a) **Approved as is**
- b) **Approved with Noted Changes**
(This means one or more tasks/deliverables did not meet the Accepted Criteria identified on the WA but have been accepted by the DOJ with acknowledgement that the Accepted Criteria was not met.)
- c) **Denied**
(This means one or more tasks/deliverables did not meet the Accepted Criteria identified on the WA and are deemed unacceptable to the DOJ, the WA will be marked as denied by the DOJ.)

If a task/deliverable is either approved with noted changes or denied, the DOJ will specify on the FA the reasons specifically noting any portions of the Acceptance Criteria that have not been met.

Within five (5) business days from the date of the Contractor's receipt of notification (cure period) that a WA has been denied (unless a longer period is approved by the DOJ), Contractor must correct the deficiency(s) and bring all tasks/deliverables into compliance. In all cases, and at no additional cost to the DOJ, Contractor must timely and diligently pursue a cure for any deficiencies and must take all reasonable steps, including allocating additional resources, if necessary, to cure any and all deficiencies as promptly as practicable. Nothing herein will affect, alter, or relieve Contractor of its obligations to correct deficiencies or errors in the WA, in accordance with the time response standards set forth herein.

If Contractor fails to correct deficiencies in accordance with a cure period, the DOJ may, without prejudice to any other remedy: 1) cure or make good any such deficiencies, including by securing the services of third parties, at Contractor's sole expense; and 2) require Contractor to suspend services immediately with regard to the deliverable until the deficiency has been cured. As appropriate, a revised estimate will be issued deducting from the payments then or thereafter due Contractor for the cost of correcting or finishing such deficiencies, including the cost of additional services and third-party services. Any additional cost in the revised CO will be borne by Contractor.

Once Contractor has corrected a deficiency, Contractor must re-submit the invoice to the DOJ for approval. Upon receipt of such invoice, the DOJ will determine whether the deficiency specified in the rejection notice has been

corrected. This subsequent review will be limited to the original deficiencies and the portions of the deliverable(s) that were dependent on the deficiencies.

If any tasks/deliverables are again found to be unacceptable, the process described herein will be repeated until:

- All tasks/deliverables are accepted by the DOJ; or
- DOJ terminates the Agreement or WA; or
- The DOJ and Contractor mutually agree to a revised CO, created under this Agreement

L. REPLACEMENT PERSONNEL

The Contractor shall not add and/or substitute staff without the prior written consent of the DOJ, which consent shall not be unreasonably withheld. The Contractor shall make every reasonable effort to provide suitable substitute staff. The additional and/or substitute staff shall meet all the requirements and must be approved in writing by the DOJ prior to substitute staff beginning work. The DOJ reserves the right to require the removal of any member of the Contractor's staff. The DOJ will work with the Contractor to ensure the Resources are high performing. Should the DOJ determine an issue has not been addressed and requests the removal of a Resource, the DOJ will submit a request to the Contractor with the reason for the request to replace the Resource.

Should the Contractor need to replace the assigned personnel, the Contractor will notify the DOJ prior to implementing any changes to the personnel assigned to the Project tasks, by completing an Add, Delete, or Substitute Staff Request form (Appendix 1) and the Key Staff Qualifications Matrix for the replacing classification. The forms will be provided to the DOJ, in writing, 20 or more days prior to replacement, except if the Contractor determines there is need to replace assigned personnel in less than twenty (20) days, in which case notice will be provided within twenty-four (24) hours of Contractor identifying the need for such a replacement. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel within ten (10) business days.

The substitute personnel must possess equal or better qualifications than the replaced personnel, meet all minimum requirements, and be approved by the DOJ CM via an approved Add, Delete, or Substitute Staff Request form prior to performance under the Agreement. The DOJ will provide written approval or denial of the request within ten (10) business days after receipt of these documents.

Additional and/or substitute staff shall not automatically receive the hourly rate of the staff or positions being replaced. The DOJ and the Contractor shall negotiate the hourly rate of any additional and/or substitute staff to the Agreement. The hourly rate negotiated shall be dependent, in part, upon the

experience and individual skills of the proposed additional and/or substitute staff. However, in no case will the negotiated hourly rate exceed the hourly rate.

The addition, deletion, or substitution of staff will not require an Agreement amendment.

M. REPORTS

The Contractor will submit written status reports in MS Word format via email to the DOJ CM as directed. The reports shall be detailed regarding current status and future activities.

These reports shall include, but not be limited to:

1. A summary of the work completed showing actual vs. planned;
2. Highlighted tasks that are behind schedule, adopted remedies, and overall impact on the project;
3. The status of the overall engagement, including discussion of risks, problems encountered, solutions, and proposed solutions;
4. Tasks expected to be completed in the next reporting period; and,
5. Accounting of the Resources' hours for the agreement to date.

N. KNOWLEDGE TRANSFER

The Contractor must perform "knowledge transfer" to DOJ. "Knowledge transfer" is defined as personal and/or technical knowledge or information which will enable, or enhance the ability of DOJ staff to maintain and operate DOJ systems.

"Knowledge transfer" shall also include "on the job" training and education to DOJ staff, including all relevant documentation, to enable DOJ to adequately maintain and operate the solutions. The Contractor shall also provide a written manual/guide of all materials associated; and agrees that the DOJ may reproduce such documentation for its own use to sustain project continuity.

O. PROBLEM ESCALATION

Problems or issues shall normally be reported in regular status reports or in-person meetings. The Contractor shall endeavor to have any issues resolved at the lowest level possible. However, the parties acknowledge and agree that certain problems or issues may arise that cannot be solved at the lowest level and therefore justify escalated reporting. To this extent, the Contractor's Contract Manager shall follow the escalation path identified below.

- a. First level: DOJ Contract Manager and DOJ Project Manager
- a) Second level: DOJ Bureau Director (in charge of this contract)
- b) Third level: the CJIS Assistant Chief

V. AGREEMENT PARTIES RESPONSIBILITIES

A. CONTRACTOR RESPONSIBILITIES

In addition to providing qualified personnel at Agreement award, the Contractor has the following responsibilities:

1. Resolve issues timely.
2. Provide weekly written reports for all open WAs to the DOJ CM or designee provided in an electronic format compatible with the DOJ's current MS Office suite or as otherwise specified by the DOJ CM or designee.
3. Contractor may be required to meet with staff onsite or virtually to discuss research, issue analysis and resolution, status updates, and other items as needed at the DOJ Sacramento Headquarters and other DOJ locations within the Sacramento region.
4. Provide paper deliverables printed on 8½" x 11" paper, to the extent practical.
5. Post electronic documents to a DOJ designated electronic repository, i.e., a SharePoint site. The electronic document format and media shall be compatible with DOJ standards and storage devices.
6. Agree to upgrade versions of its productivity software, if needed, at no cost to the DOJ in order to remain compatible with DOJ's standard applications. DOJ's current standard applications include MS 365 (includes Outlook, Visio, and Project).
7. Perform quality control reviews on all deliverables before submitting to the DOJ.
8. All assigned personnel must pass a background check. The Contractor shall ensure that all assigned staff meet or exceed the minimum criteria in this RFO before presenting them as additional Resource candidates, should the Contractor need to replace or augment the incumbent.
9. Designate a person to whom all communications may be addressed and who has the authority to act on all aspects of the Agreement. This person shall be responsible for the overall engagement and shall be the primary person responsible for ensuring quality deliverables are delivered timely by the team member(s) performing the services. This person also has responsibilities for addressing invoicing and staffing issues.
10. Comply with all applicable DOJ regulations, mandates and policies and procedures (e.g., all Contractor resources must pass a security background check; prior to termination of the Contract, return all DOJ property, including security badges). Contracted staff is expected to abide by the same standards and policies as DOJ staff.
11. As specified by the DOJ in an applicable WA, Contractor may be required to utilize and comply with DOJ, industry, and/or CDT best practices, frameworks, and guidelines such as the CA-PMF, PMBOK, etc.
12. Return all DOJ property, including security badges, prior to termination of the Agreement.
13. Complete all tasks as required in each WA.
14. Provide corrections to previous Contractor work, at no additional cost to the DOJ (including hourly wages), where either of the following circumstances apply:
 - a. The previous work was not of professional quality, based on industry standards and practices; or

- b. The previous work was performed incorrectly, due to Contractor's failure to follow written directions or specifications provided by the DOJ.
- 15. Provide all electronic documents to the DOJ in a format compatible with DOJ's standard applications. DOJ's current standard applications include DOJ's current standard applications include MS 365 (includes Outlook, Visio, and Project).
- 16. Maintain staff continuity throughout the life of the Agreement. If a Contractor's Resource is unable to perform duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel. The substitute personnel must meet or exceed all requirements of this RFO and must be approved by the DOJ using the Add, Delete or Substitute Staff Request form for substitution prior to initiating work.
- 17. The Contractor may have use of their non-DOJ computer on DOJ premises with prior approval by DOJ. However, connection of the computer (or other personally owned IT equipment) to the DOJ network is prohibited. Non-DOJ software may not be installed onto a DOJ-owned computer.
- 18. At its own expense, Contractor shall provide all materials and equipment necessary to perform services, including but not limited to laptops, software, and media. Contractor's laptops will not directly connect to DOJ's network. Upon prior approval by DOJ, Contractor may use a virtual desktop if working remotely. The Contractor shall work with DOJ CJIS staff for clarification of tasks/deliverables.
- 19. The Contractor shall complete all services within the Agreement's timelines.
- 20. The Contractor will assume all costs related to travel, lodging, and parking (parking at DOJ Broadway facility is free of charge).
- 21. The Contractor is responsible for coordinating and planning coverage for consultant resources. If consultant is out for more than three (3) days the contractor will ensure that backup resources are available and can be deployed immediately so as to not impact or delay deliverables/tasks.
- 22. Leveraged Procurement Agreement – Contractor must notify the DOJ Contract Manager thirty (30) calendar days prior to changes being made to the Contractor's LPA contract that will affect this awarded contract.
- 23. Clarifications - Contractor will meet with DOJ management, technical resources and representatives from DOJ program areas to receive any clarification and seek understanding of business requirements and technical environments.
- 24. DOJ Applications and Program – It is the Contractor's responsibility to obtain the knowledge of the DOJ Program and applications through the source code, existing documentation, and stakeholder and contract manager communications. DOJ will not reimburse for the time to learn about the applications.

25. Issues and Risks - Contractor will meet with the DOJ management to receive any clarification and seek understanding of the work activities, issues and risks.
26. Partnership – Contractor must work in partnership with DOJ resources to accomplish work activities in a manner to ensure knowledge transfer. To this end, contract staff will be integrated with State development and maintenance staff in support of contract activities.
27. Information Security - Contractor shall comply with applicable United States and California laws and regulations; including but not limited, California Information Practices Act of 1977, the California State Administrative Manual (SAM) and its associated regulations, mandates, budget letters and memorandums, the SIMM and CJIS Security Policy. Contractor shall complete all required DOJ training within 30 days of onboarding.
28. General Policies and Standards - Contractor must strictly adhere to all DOJ policies and standards, including but not limited to health and safety, data security and confidentiality.
29. Software Policies and Standards - Contractor must strictly adhere to all DOJ policies and standards for software development and will not install any non-DOJ software on DOJ provided PCs. Contractor must request approval by the DOJ Manager for use of non-DOJ software. Upon approval, the DOJ Manager will acquire software with adherence to all DOJ policies.
30. Project Updates - Contractor will meet with the DOJ Manager weekly for project status updates, biweekly meetings with interdependent project managers, and monthly with executive sponsors.
31. Templates and Checklists - Contractor's resource will use Hawkins Data Center (HDC) and the Project Management Office's standardized plans, procedures, templates, and checklists to produce system artifacts/documentation/deliverables.

B. DOJ RESPONSIBILITIES

The responsibilities of the DOJ include the following:

1. Provide an Executive Sponsor, Subject Matter Experts (SMEs), key stakeholders/process owners, working session participants and documentation to assist with successful implementation.
2. Provide timely directions for assigned activities and tasks.
3. DOJ will provide access to business and technical documents as necessary for the Contractor and Contractor's resources to complete the tasks and deliverables identified in the SOW.
4. Provide the Contractor with access to necessary documents, source code, and information.
5. Provide the Contractor access to the appropriate facilities during the effort.
6. Provide access to DOJ business and technical staff as scheduled and agreed upon.

7. Participate in status meetings and formal presentations as agreed upon.
8. Approve invoices and ensure payments are made in a timely manner.
9. The DOJ will ensure appropriate resources are available to perform assigned tasks, attend meetings and answer questions.
10. Upon request and prior approval, DOJ may provide a virtual desktop with access to office productivity, email, word processing, and project management tools determined to be needed at the sole discretion of DOJ.
11. Contractor's laptops will not be connected to the DOJ network, therefore, developers' software, project libraries and access to servers and printers at the sole discretion of DOJ.
12. DOJ will provide secure access to the DOJ Data Center test environments and test databases as deemed appropriate for the development team.

VI. FAILURE TO PERFORM

The Contractor assumes all liability for performance of this Agreement and all subcontracts executed pursuant to or funded by this Agreement, and hereby agrees to this Agreement for IT Consulting services as described in each WA.

Further, the Contractor assumes full liability for and agrees to reimburse the DOJ for Contractor's or any of Contractor's subcontractors' failure to comply with any term or condition of this Agreement. Contractor shall assure that subcontracts are administered in accordance with this Agreement, any amendments, any change orders, or changes thereto, and in compliance with DOJ Regulations. Contractor agrees that the DOJ or its designated agent has full recourse against the Contractor for the failure to perform all or any part of this Agreement.

Failure to provide acceptable tasks/deliverables, meet agreed upon milestones, and provide activity/task status information on time may subject Contractor to the DOJ pursuing remedies under this Agreement in accordance with the Terms and Conditions.

**APPENDIX 1 - ADD, DELETE, OR SUBSTITUTE STAFF REQUEST
FORM**

Contractor Name					Date
TDDC MSA Number			Agreement Number		
Personnel To Be Added*	Personnel Replaced	Proposed Effective Date	TDDC Classification	Hourly Rate	Matrix Form Meets MQs and TDDC MSA requirements
					☐
					☐
					☐
					☐
Personnel To Be Deleted	Date Effective	Reason			
		Reason:			
		Reason:			
		Reason:			
		Reason:			
Comments/Special Instructions					
DOJ Acceptance			Contractor Acceptance		
DOJ Signature			Contractor Signature		
DOJ Printed Name:			Contractor Printed Name:		
DOJ Title:			Contractor Title:		

*Note: Added staff must pass a background check prior to starting work.

APPENDIX 2 – WORK AUTHORIZATION

This is a sample of the Work Authorization form.. A MS Word version will be provided after Agreement execution for use.

WORK AUTHORIZATION

[This template provides instructions for the development of a work authorization. Additional supporting documentation can be attached to this document or referenced as necessary.]

GENERAL INFORMATION	
Contractor Name:	
Agreement Number:	
Work Authorization Name:	
Work Authorization Number	
Work Authorization Completion Date:	[Provide the date all activities associated with the work authorization will be completed]
Work Authorization Cost:	[Provide the total cost of services required to complete and implement the work authorization]
Work Authorization Type:	☐ Fixed Cost ☐ Time & Material

1 Background/Purpose

[Describe the purpose of the work authorization and how it fits within the overall objectives of the contract. This should provide context for the work authorization in relation to other contract activities and answer questions such as the following:

- What necessitated the additional work?
- What is the gap or business need that isn't currently being fulfilled?
- Why is this work not considered in the scope of currently approved activities?]

2 Scope Description

[Provide a detailed description of the work to be performed and identify any new requirements that must be met. In additions, outline the contents of the services or products that will be delivered. This may include a table of contents and/or a list of items that will be provided with detailed descriptions. This section should indicated what additional goods and/or services are being authorized and how the work will be completed.]

3 Tasks/Deliverables

[List the tasks/deliverables that the Contractor will provide as a result of this work authorization. This work authorization should contain enough information to act as the DED. Add more rows, as needed]

Task/ Deliverable #	Task/Deliverable Name	Task/Deliverable Description
[Insert Task/ Deliverable number]	[Insert Task/Deliverable Name]	[Insert description of specific work performed to complete]

WORK AUTHORIZATION

Task/ Deliverable #	Task/Deliverable Name	Task/Deliverable Description

4 Task/Deliverable Schedule

[Include task/deliverable names, start dates, and due dates required to complete and implement the additional work identified in this work authorization. Be sure to include DED and deliverable development and completion dates, and other milestones that are pertinent to the scope of the work authorization. Add more rows, as needed]

Task/ Deliverable #	Task/Deliverable	Start Date	Due Date
[Insert Task/ Deliverable number]	[Insert Task/Deliverable Name]	[Insert start date]	[Insert due date]

5 Staff Resources and Pricing Breakdown

[Provide a detailed breakout of the costs included in this work authorization. For each task/deliverable, identify the resource assigned to complete the work, their classification and associated hourly rate, which must match what is allowed in the executed contract. Add more rows, as needed. If this is fixed based, then only need to list task/deliverable and cost.]

Resource Name	Classification	Task/Deliverable	Hourly Rate	Hours	Total Cost
[Insert Resource Name]	[Insert Resource Classification]	[Insert Task/Deliverable Name]	[Insert hourly rate]	[Insert hours]	[Insert Cost]
Grand Total					

6 Acceptance Criteria

[List any specific acceptance criteria for the task/deliverable, including critical success factors, required artifacts or documents, quality measures, content metrics, and/or adherence to standards. The acceptance criteria listed must all be achieved before the work authorization is deemed to be complete. They should be specific, key evaluators of the quality of service or the content of the goods/deliverables to ensure that the state has received satisfactory products and services. Acceptance criteria should be based on the following criteria:

WORK AUTHORIZATION

- Ensure that enough detail has been provided to remove ambiguity as to what is being required. Words or phrases such as “sufficient,” “adequate,” “should,” “may,” or “could” must not be used.
- Each of the acceptance criteria must be stated objectively and include metrics. Ask yourself, “How will the contract know if the acceptance criteria is met?”
- Validate that the acceptance criteria is aligned with the intent and scope of the work authorization. Acceptance criteria should not establish new requirements that are beyond the contractual obligations.]

Task/ Deliverable #	Task/Deliverable Name	Task/Deliverable Acceptance Criteria
[Insert Task/ Deliverable number]	[Insert Task/Deliverable Name]	[Insert acceptance criteria for task/deliverable]

7 Additional Considerations

[List any additional considerations/requirements that are relevant for this work authorization.]

8 Approval Signatures

The undersigned agree that all terms and conditions of DOJ Agreement number listed above and this work authorization will be in full force and effect.

Contractor signature

Contractor Printed Name: [Enter name of signer]

Contractor Title: [Enter Title of Contract Manager]

Date

DOJ signature

DOJ Printed Name: [Enter name of signer]

DOJ Title: [Enter Title of Contract Manager]

Date

APPENDIX 3 – FORMAL ACCEPTANCE

This is a sample of the Formal Acceptance form. A MS Word version will be provided after Agreement execution for use.

Formal Acceptance

[Complete the chart below to provide a high-level summary of the task/deliverable being considered for formal acceptance. Delete rows that are not relevant or add additional rows if there is pertinent information relating to the task/deliverable that is missing.]

GENERAL INFORMATION	
Contractor Name:	
Agreement Number:	
Work Authorization Name:	
Work Authorization Number:	
Associated Change Order Number (If Applicable):	
Completion Date:	
Cost:	
Type of Acceptance:	☐ Phase or task/deliverable acceptance ☐ Final acceptance

1 Task/Deliverable Submitted for Approval

[Identify the task/deliverable being accepted and provide its description. Formal acceptance would indicate a particular task/deliverable has been formally recognized as complete and meeting all business, technical, and quality requirements. If applicable, indicate all acceptance criteria and whether they have been met. Add more rows, as needed].

Task/ Deliverable #	Tasks/Deliverables	Planned Completion Date	Date Approved	Met Acceptance Criteria	Variance
[Insert Task/ Deliverable number]	[Insert Task/Deliverable Name]	[Insert planned date]	[Enter actual date]	[Indicate yes or no]	[Enter variance]

2 Reason for Variance(s)

[Identify and describe reason(s) for variance(s) from the scope and/or schedule baseline (if applicable).]

Formal Acceptance

Tasks/Deliverables Number	Description of Variance
[Insert Tasks/Deliverable Number]	[Insert description of variance]

3 Additional Remarks

[Provide any additional comments, decisions, or information that is relevant to the task/deliverable acceptance, including outstanding issues or follow-on tasks. If no additional remarks, indicate so.]

4 Acceptance

[Complete the table below to approve or deny the tasks/deliverables.]

The undersigned agrees to the box checked below for the above-identified task/deliverable.

Approval Signature	
The tasks/deliverables in Section 1 are:	
☐	Approved as is
☐	Approved with changes described below
	[insert changes]
☐	Denied – Does not meet expectations
	[Insert the reason for denial]

DOJ Signature

DOJ Printed Name: [Enter DOJ name of signer]

DOJ Title: [Enter Title of Contract Manager]

Date

APPENDIX 4 – CHANGE ORDER

This is a sample of the Change Order form. A MS Word version will be provided after Agreement execution for use.

CHANGE ORDER

[This template provides instructions for the development of a change order. The form ensures that information captured relating to change is consistent. Additional supporting documentation can be attached to this document or referenced as necessary.]

GENERAL INFORMATION	
Contractor Name:	[Enter Contractor Name]
Agreement Number:	[Enter Agreement Number]
Change Order Title:	[Enter a name that uniquely identifies the change order]
Change Order Number:	[Enter a change order number i.e. 001, 002]
Associated Work Authorization Number:	[Enter Associated WA number]
Change Order Cost:	[Provide the total cost of services required to complete and implement this change order]
Change Order Category:	☐ Scope ☐ Time ☐ Cost

1 Change Order Summary

[Enter a description of the summary that led to this Change Order.]

1.1 Provision(s) Requiring Changes

[Identify the section(s) in the Agreement that require changing].

2 Detailed Description of Proposed Change

[Enter a description of problem that necessitates a change, what the proposed change is, and how the proposed change would solve the problem. This should provide context for the [change order](#) in relation to other contract activities and answer questions such as the following:

- What necessitated the additional work?
- What is the gap or business need that isn't currently [being fulfilled](#)?
- Why is this work not considered in the scope of currently approved activities?

2.1 Why Changes are Necessary

[Explain the details of why the changes are necessary].

2.2 How is Change within Agreement Scope of Work

[Explain how this change is allowed within the SOW i.e. Refer to section in Agreement which allows change or specify that the scope remains unchanged].

CHANGE ORDER**3 Change Order Justification**

[Enter a description of the problem that is causing the need for change, benefits of making the proposed change, and risks / impacts of not making the change.]

4 Current Workaround

[If applicable, enter a description of steps that have been or could be taken to address the problem without implementing the change order.]

5 Potential Cost Considerations

The DOJ will make payments pursuant to the provisions stated in Exhibit B, Budget Detail and Payment Provisions.

[Enter the potential financial impact of making the change, i.e. cost adjustments, payment increase, credit, equitable adjustment, other due to this change order.]

6 Additional Information

[Enter any clarifying or explanatory information that would help better understand the change order.]

7 Approval Signatures

The undersigned agree that all terms and conditions of DOJ Agreement number listed above and this change order will be in full force and effect upon signatures of both Contractor and DOJ Contract Managers.

Contractor signature

Contractor Printed Name: [Enter name of signer]

Contractor Title: [Enter Title of Contract Manager]

Date

DOJ signature

DOJ Printed Name: [Enter name of signer]

DOJ Title: [Enter Title of Contract Manager]

Date

APPENDIX 5 – MONTHLY STATUS REPORT

Project ID:	
Project Name:	
Report Date:	
Reporting Period:	

Note: Insert Progress Graphic if needed.

Accomplishments Month Ending [current]
•
Planned Accomplishments Pending for the Month Ending [current]
•
Planned Accomplishments for the Upcoming Month Ending [next]
•

Estimated Phase Milestones and Deliverable Dates and Status (Green = on track with no issue and less than 5% deviation from the baseline, Yellow = behind or issues identified & risk of 5% to 10% deviation from the baseline, Red = Critical issue identified and task will not be complete by planned date with 10%+ deviation from the baseline)

Milestones and Deliverables	Planned Start Date	Planned Completion Date	Actual Completion Date	Status	Stop Light Status
					
					
					

Risks, Issues, and Decisions

Identified Project Risks:
• Risk ID #1 –
• Risk ID #2 –
Identified Project Issues:
• Issue ID #1 –
• Issue ID #2 –
Decisions:
•
Change Log:
•

Contract Burn Rate

Total Contract Amount	Amount Expended To Date	Amount Projected [next month]	Average Monthly Burn Rate	Total Remaining

Exhibit B The – Budget Details and Payment Provisions

1. Payment

For full and satisfactory performance of the services provided pursuant to this contract, the Department of Justice shall pay the Contractor per attached Cost Worksheet, Exhibit B-1. The total amount which may be paid under this contract shall not exceed the amount indicated in Exhibit B-1 with the actual amount being dependent upon the extent of the Contractor's services required by the Department of Justice.

The Contractor understands that no Federal or State income tax shall be withheld from the payments under this contract. However, the State of California is required to report all payments to the Internal Revenue Service and Franchise Tax Board for tax purposes.

2. Invoicing

The Contractor will submit invoices on a monthly basis by the 15th day of the following month after goods or services have been provided.

Invoices must be submitted on Contractor's letterhead and must include the following:

- A. Contract number
- B. Contractor's name, address, phone number
- C. Invoice number and invoice date
- D. Dates of service
- E. List of services rendered, goods provided, and reimbursements claimed
- F. Resource name
- G. Approved WA(s)
- H. Total amount of invoice

The DOJ will not reimburse the Contractor for any incurred expenses related to this project not specified in Exhibit B-1. Payment is subject to the acceptance of invoice by the DOJ Contract Manager, or designee.

The Contractor shall address and submit all invoices electronically in PDF format to:

ITInvoiceClerk@doj.ca.gov

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 contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any

other considerations under this contract and Contractor shall not be obligated to perform any provisions of this contract.

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

4. Prompt Payment Clause

Payment will be made at the, in accordance with the provisions of the California Prompt Payment Act, Government Code section 927, et seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (a) the date of acceptance of goods or performance of services; (b) receipt of an undisputed invoice - whichever is later.

5. Prime Contractor DVBE Certification

The provisions for payment under the Contract may be subject to a ten thousand dollars (\$10,000) withhold in accordance with Military and Veterans Code sections 999.5 and 999.7.

Exhibit C – TDDC MSA Terms and Conditions

The Term and Conditions of the Contractor's Technology, Digital and Data Consulting (TDDC) Master Service Agreement shall apply to this Agreement and be incorporated by reference.

Exhibit D – Additional Provisions

1. **Option to Extend**

The DOJ may unilaterally extend the Contract term under the same terms and conditions, including pricing, for up to one (1) additional one (1) year terms.

2. **Emergency Extended Service**

At the DOJ's request, the Contractor will provide up to twelve (12) months/one (1) year of additional emergency extended services, under the same terms and conditions, including pricing, upon expiration of the Agreement term and any extensions.

3. **Workers' Compensation**

Contractor must maintain Commercial General Liability Insurance and Workers' Compensation insurance for all of its employees who will be engaged in the performance of the Agreement pursuant to the requirements of the California Labor Code.

4. **Commercial General Liability or Public Liability Insurance**

Contractor must maintain commercial General Liability insurance with limits of at least \$1 million for any one person and \$1 million for any one occurrence for death or bodily injury, and \$1 million for any one occurrence for property damage. The policy must also include coverage for liabilities arising out of premises, operations, independent Contractors, products, advertising injury, and with a \$2 million aggregate, personal and advertising injury and liability assumed under an insured Agreement. The Policy must include the DOJ, and DOJ Officers and employees as additional named insured, insofar as the operations under the Agreement are concerned.

5. **Follow-on Contracts are Prohibited**

No person, firm, or subsidiary thereof who has been awarded a contract for consulting services, or a contract that includes a consulting component, may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the contract (Public Contract Code 10365.5).

Therefore, any person, firm, affiliate or subsidiary providing consulting services under this agreement shall not participate in subsequent contracts resulting from or related to these services

6. **Disclosure of Financial Interests**

Offers in response to DOJ procurements for assistance in the preparation of feasibility studies or the development of recommendations for the acquisition of IT goods and/or services must disclose any financial interests (i.e., service contracts, Original Equipment Manufacturer (OEM) agreements, remarketing agreements,

etc.) that may foreseeably allow the individual or organization submitting the offer to materially benefit from the DOJ's adoption of a course of action recommended in the feasibility study or of the acquisition recommendations.

7. Termination for Convenience

DOJ shall have the right to terminate the Contract at its sole discretion at any time upon thirty (30) days written notice to Contractor. In the case of early or discretionary termination, defined as termination pursuant to this clause occurring before full performance of all objectives and activities described and authorized herein, final payment will be made to Contractor, if due, upon receipt of a financial report and invoices covering costs incurred and work performed to date of termination and a written report describing all work performed by Contractor to date of termination.

8. Amendments

The Contractor will agree to reduce or remove deliverables through an amendment as mutually agreed upon by the State and the Contractor.

The Contractor shall not be authorized to deliver or commence performance of services as described in the Contract until written approval has been obtained from all entities. Any delivery or performance of service commenced prior to the Contractor obtaining all written approvals shall be considered voluntary on the part of the Contractor and non-compensable by DOJ.

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

9. Background Check

Contractor must submit and pass a DOJ fingerprint-based background check before work begins. Background checks can take 2-3 weeks to complete, and the form will be provided by the DOJ.

10. Amendments

The Contractor will agree to reduce or remove deliverables through an amendment as mutually agreed upon by the State and the Contractor.

The Contractor shall not be authorized to deliver or commence performance of services as described in the Contract until written approval has been obtained from all entities. Any delivery or performance of service commenced prior to the Contractor obtaining all written approvals shall be considered voluntary on the part of the Contractor and non-compensable by DOJ.

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