



P.O. Box 1810
Rancho Cordova, CA 95741-1810

DATE: July 7, 2025

**REQUEST FOR QUOTATION (RFQ) #25-0179738
BUSINESS CONTINUITY MANAGEMENT SOFTWARE SYSTEM**

The California Department of Technology (CDT) is inviting responses to this Request for Quotation (RFQ) entitled: **BUSINESS CONTINUITY MANAGEMENT SOFTWARE SYSTEM.**

CDT considers this RFQ complete and without need of explanation. However, if you have questions or need any clarifying information, please contact the CDT Departmental Contact listed below via email and place your question(s) in writing. **This RFQ will be awarded to the lowest responsive, responsible Bidder.**

Quotes are due by 2:00 PM (PT) on July 18, 2025. Your RFQ response shall be emailed to the Department Contact named below. CDT will not accept late, faxed, nor physically mailed/delivered bids. Bids must be emailed and received on, or before, the date and time specified herein. Please refer to Section I, RFQ RESPONSE REQUIREMENTS, for more information.

The Bid must be signed by an authorized representative that can bind the company contractually.

Vendor Name:	[Redacted]	
Product/Service Description:	BUSINESS CONTINUITY MANAGEMENT SOFTWARE SYSTEM	Refer to Attachment 1- Cost Worksheet for itemized cost
Term:	1 year, upon receipt or delivery, installation and acceptance.	
Price Quotation:	\$ [Redacted]	
Applicable Sales Tax:	\$0.00 (electronic delivery)	
Total:	\$ [Redacted]	

REQUIRED DOCUMENTATION: Please complete, print and email the document(s) or information below.

- Please complete the information above, and sign and date Page 3 of this RFQ.
- Please complete Attachment 1, – Software System Requirements. To be considered responsive, responsible and eligible to participate in this RFQ, all software system features identified as required shall enter as “Yes”. Failure to respond to any requirements marked required may result in disqualification of the bid. Entering “No” or leaving blank on any requirements marked required may result in the bid being deemed non-responsive and may disqualify the Bidder.
- Please complete, sign and date Attachment 2, Cost Worksheet, within this RFQ. Please provide a price quote for the commodity/service or comparable commodity/service provided on this document.

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- Please indicate if you are claiming the Small Business (SB) preference. (Refer to Section IV for more information.)

Claiming the SB preference? Yes No

If "Yes," are you a CA certified SB? Yes No

Enter the CA Certified SB Number: _____

OR

Are you a non-SB claiming the preference by subcontracting at least 25% to CA certified SB?

Yes No

Enter the subcontracted CA Certified SB's Name: _____

Enter the subcontracted CA Certified SB's Number: _____

Note: Completion of the Bidder Declaration, is also required.

- Please indicate if you are claiming the Disabled Veterans Business Enterprise (DVBE) incentive. (Refer to Section IV or more information.)

Claiming the DVBE incentive? Yes No

If "Yes:"

Are you a CA certified DVBE? Yes No

Enter the CA Certified DVBE Number: _____

OR

Are you a non-DVBE claiming the incentive by subcontracting at least 5% to CA certified DVBE?

Yes No

Enter the subcontracted CA Certified DVBE's Name: _____

Enter the subcontracted CA Certified DVBE's Number: _____

Enter the percentage being subcontracted to the CA Certified DVBE: ____%

Note: Completion of the Bidder Declaration, is also required.

- Please complete the DVBE affiliation (DGS PD 843), if applicable. See hyperlink below for form https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

- Please complete, sign and email the Std 204, Payee Data Record Form. See hyperlink below for form: [STD 204 Payee Data Record](#)

- Please complete, sign and email the Std 205, Payee Data Record Supplement Form, if applicable. See hyperlink below for form: [STD 205 Payee Data Record Supplement](#)

- Please sign and e-mail back the Bidder Declaration Form. Click the hyperlink below for form: [Bidder Declaration GSPD-05-105](#)

- Please complete, sign and return the Federal Debarment Certification Form. https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_2.pdf

CDT will process the resulting Agreement using its IT Delegated Purchasing Authority. The State reserves the right to amend the resulting Agreement for changes (e.g. quantity or time) consistent with the terms of the Agreement. Please note, no verbal information shall be binding to the State. The State terms and conditions applicable to this order are listed on the DGS web sites below:

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- Bidders Instructions (GSPD-451), Effective 11/09/11
<https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/GSPD/Bidders-Instructions.ashx>
- Cloud Computing Services - General Provisions - Information Technology (IT), Effective 2/20/2025 (DGS PD 402-ITGP):
<https://www.dgs.ca.gov/%7E/media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/IT-General-Provisions-Cloud-DGS-PD-402ITGP-Revised-02202025.pdf>

AUTHORIZED SIGNATURE: _____ **DATE** _____

PRINTED NAME AND TITLE OF PERSON SIGNING: _____

Bidder offers and agrees if this response is accepted within 45 calendar days following the date the response is due to furnish all the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the times specified and subject to the attached General Provisions. DECLARATIONS UNDER PENALTY OF PERJURY; By signing above, with inclusion of the date of signature, the above signed bidder DECLARES UNDER PENALTY OF PERJURY under the laws of the State of California as follows: (1) (STATEMENT OF COMPLIANCE). The above signed as complied with the non-discrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103, and such declaration is true and correct. (2) The National Labor Relations Board declaration set forth in Paragraph 48 of the General Provisions is true and correct. (3) If a claim is made for the Small Business or Disabled Veterans Business preference, the information set forth within is true and correct

For further information regarding this RFQ or its contents, please contact the CDT Departmental Contact listed below:

Cynthia Basa
 California Department of Technology
 Acquisitions & IT Program Management Branch
 P.O. Box 1810
 Rancho Cordova, CA 95741
Cynthia.Basa@state.ca.gov

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I. PURPOSE/BACKGROUND

California Department of Technology's (CDT) Business Continuity Unit (BCU) is responsible for building a comprehensive Business Continuity Management Program to be activated in the event of an incident or disaster that disrupts or threatens to disrupt normal business operations. The CDT's Business Continuity Management Program includes developing and maintaining response and recovery plans, providing system administration for business continuity systems, training key personnel, and conducting tests and exercises to support a continuous state of readiness.

BCU's Business Continuity Management Software System is a critical tool for managing the Business Continuity process. Most business continuity documents, plans, exercises and forms are developed, maintained, and/or stored with the system. In addition, the Software System is used to evaluate, catalog, and define levels of risk.

II. OBJECTIVE

BCU is seeking a new Software System that will replace the current business continuity software that will meet existing and future business and security needs.

III. RFQ RESPONSE REQUIREMENTS

1. The Bidder must provide completed documents for all items listed in "Required Documentation" as provide on pages 1 through 3. Where forms are not applicable, a response to the checklist is required.

2. **KEY ACTION DATES:**

It is recognized that time is of the essence. All bidders submitting quotes are hereby advised of the following schedule and will be expected to adhere to the required dates and times. CDT assumes no responsibility for quotes not received by the quote due date at the specified location.

EVENT	DATE
Release of RFQ	July 7, 2025
Last Date/Time to Submit Questions (Via Email)	July 11, 2025 at 2:00 PM PT
Release of Questions and Answers, Addendum 1, if needed	July 15, 2025
Last Day to Submit RFQ Response (Must Be Received By)	July 18, 2025 at 2:00 PM PT
Review of Quotation Submissions Begins*	July 21, 2025
Anticipated Intent to Award Date* (Agreement Award)	July 23, 2025

* Tentative Date

California Department of Technology3. WRITTEN QUESTIONS:

All questions regarding the content of this RFQ must be submitted in writing by email to the Department Contact named on the cover page and must be received by the Key Action Date identified above. Questions not submitted in writing by the Key Action Date for written questions shall only be answered at the State's option.

When the State has completed its review of the questions received timely, the questions and answers will be answered in the form of an addendum and posted online at <https://caleprocure.ca.gov>.

Note: Do not submit questions via Cal e-Procure. Questions will only be accepted via email to the Department Contact as indicated.

4. SUBMISSION OF BID:

All **bids** received **must be submitted via one (1) email** and sent to CDT as indicated herein. Each emailed package must be plainly marked "**BID**" with the **RFQ number and Bidder's name in the subject line**. Example email submission provided below:

SUBJECT LINE (for Bid Response):
RFQ # 25-0179738 – BIDDER'S NAME – BID

Bids submitted or delivered via any other method will **not** be accepted. The Bidder is solely responsible for ensuring that the full bid is received by the State in accordance with the solicitation requirements, at the specified location, and prior to the Quotes Due Date and Time. The State shall not be responsible for any delays in delivery, including but not limited to, transmission errors, or any other delays or mis-delivery.

IV. RFQ GENERAL INFORMATION

1. Issuance of this RFQ in no way constitutes a commitment by the State to award an Agreement. The State reserves the right to reject Bids received and cancel this RFQ if the State determines that it is in the State's best interest to do so. RFQ responses that reference a Bidder's own terms and conditions, provisions, assumptions, and/or conditional language will be considered non-responsive and be rejected. Any response that is conditional or incomplete may also be considered to be non-responsive. Assumptions made by the Bidder in responding to this RFQ do not obligate the State. Additionally, assumptions may make the Bid conditional and cause the Bid to be rejected.
2. If a Bidder discovers any ambiguity, conflict, discrepancy, omission or any other errors in this RFQ, the Bidder should immediately provide written notice to the State of such error and request clarification or modification of the affected document. Bidders requiring clarification of the intent and content of this RFQ may request clarification by submitting questions via email to the Department Contact listed on the cover page of this RFQ.
3. The State may modify any part of the RFQ, by issuance of one (1) or more addenda. Addenda will be numbered consecutively and posted online at caleprocure.ca.gov.
4. The State may request clarifications from Bidders at any phase of the assessment and selection process for the purpose of clarifying ambiguities in the information presented in

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the Response. The State is under no obligation to request clarification if information in the Bid is unclear.

5. All costs for developing Responses are entirely the responsibility of the Bidder and shall not be chargeable to the State.

V. RESPONSIBLE BIDDER

This RFQ will be awarded to the lowest, responsive, responsible Bidder. CDT may require Bidder(s) to submit evidence of their qualifications at such times and under conditions, as it may deem necessary. If a Bidder has been determined to be non-responsible, the RFQ response shall be rejected.

The Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CDT may reject any or all Bids and may waive any immaterial deviation in the Bid. CDT's waiver of an immaterial defect shall in no way modify the Bid document or excuse the Bidder from full compliance with all the requirements if awarded the Agreement.

1. AWARD OF CONTRACT:

Award of contract, if made, will be in accordance with the RFQ information on evaluation to a responsible bidder whose bid complies with all the requirements of the RFQ documents and an addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within forty-five (45) days after the scheduled date for Contract Award as specified in the RFQ; however, a bidder may extend the offer beyond 45 days in the event of a delay of contract award. The State reserves the right to determine the successful bidder(s) either on the basis of individual items or on the basis of all items included in its RFQ, unless otherwise expressly provided in the State's RFQ. Unless the bidder specifies otherwise in its bid, the State may accept any item or group of items of any bid. The State reserves the right to modify or cancel in whole or in part its RFQ. Written notification of the State's intent to award will be made to all bidders. If a bidder, having submitted a bid, can show that its bid, instead of the bid selected by the State, should be selected for contract award, the bidder will be allowed five (5) working days to submit a Notice of Intent to Protest, according to the instructions contained in the paragraph titled "Protests" of this RFQ

2. PROTESTS:

Any bidder's issues regarding solicitation requirements must be resolved (or attempts to resolve them must have been made) before a protest may be submitted according to the procedure below. These issues will first be resolved by the Department Contact for the solicitation or if they result in a protest, the protest will be submitted to DGS Procurement Division Deputy Director to hear and resolve issues and whose decision will be final. If a bidder has submitted a bid which it believes to be responsive to the requirements of the RFQ and to be the bid that should have been selected according to the evaluation procedures in the solicitation and the bidder believes the State has incorrectly selected another bidder for award, the bidder may submit a protest of the selection as described below.

Protests regarding selection of the "successful bidder" will be heard and resolved by the Victim Compensation and Government Claims Board whose decision will be final. All protests of award must be made in writing, signed by an individual authorized to bind the

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bidder contractually and financially, and contain a statement of the reason(s) for protest; citing the law, rule, regulation or procedure on which the protest is based. The protester must provide facts and evidence to support the claim. Protests must be mailed or delivered to:

Street and Mailing Address:
Deputy Director
Procurement Division
707 Third Street, Second Floor South
West Sacramento, CA 95605
Facsimile No.: (916) 375-4611

All protests to the RFQ or protests concerning the evaluation, recommendation, or other aspects of the selection process must be received by DGS Procurement Division Deputy Director as promptly as possible, but not later than the date indicated in the Notification of Intent to Award. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of delivery.

VI. EVALUATION

1. EVALUATION PROCESS:

- a. At the time of bid review, each will be checked for the presence or absence of required information in conformance with the submission requirements of this RFQ.
- b. The State will evaluate each quote to determine its responsiveness to the published requirements.
- c. Contract award will be awarded to the responsible responsive bid with the highest score based on "Best Value Criteria." CDT is not constrained to accept the lowest bid/quote and will compare all offers to determine the best value.

Best Value/Scoring shall be determined based on the following criteria:

- **Required Documentation** – (Pass/Fail) Completeness of response package
- **Software System Requirements – Required/Optional** – (100 Total Points)
- **Cost** – (100 Total Points)

Example: To help illustrate this process, refer to the table below, for an example of the cost score calculation process. Cost figures in the example below explain the calculations and have no other significance.

Bidder	Grand Total Cost	Calculation	Cost Points Awarded
A	\$50,000	$\frac{\$40,000}{\$50,000} \times 100$	80
B	\$60,000	$\frac{\$40,000}{\$60,000} \times 100$	67
C	\$40,000	$\frac{\$40,000}{\$40,000} \times 100$	100

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Bidder	Requirements Score	Cost Score	Total Points Awarded
A	100	80	180
B	100	67	167
C	100	100	200

2. INCENTIVES AND PREFERENCES:

a. CALIFORNIA CERTIFIED SMALL BUSINESS (SB) AND PREFERENCE(S) INFORMATION:

- 1) Small Business Preferences and Certification: Bidders claiming the SB preference must be certified by California as a small business or must commit to subcontracting at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Small Business Nonprofit Veteran Services Agencies (SB/NVSA) prime bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as an SB are eligible for the five percent (5%) small business preference. If applicable, claim the preference by checking the appropriate box in the checklist and provide the required information.
- 2) SB Participation Reporting Requirements: Per Government Code 14841, if a contract/purchase order is awarded from this solicitation with a commitment from the prime bidder to achieve small business participation, the contractor must within sixty (60) days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) report to the awarding department the actual percentage of small business participation achieved.
- 3) Non-Small Business Subcontractor Preference: A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California Certified small business subcontractor participation. If applicable, claim the preference by checking the appropriate box in the checklist and provide the required information. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one of more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4). The required list of California certified small business subcontracts must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

b. CALIFORNIA CERTIFIED DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION AND INCENTIVE INFORMATION:

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- 1) **DVBE Participation Requirements:** CDT is requiring DVBE Participation. Aligned with legislative changes of AB 230 (Brough, Chapter 676, Statutes of 2019) amending Section 999.5 of the Military and Veterans Codes (MVC) and Sections 14839 and 14841 of the Government Code (GC) and the added Section 10230 to the Public Contract Code (PCC); AB 1365 (Veterans Affairs Committee, Chapter 689, Statutes of 2019) added Section 999.55 to the MVC; and SB 588 (Archuleta, Chapter 80, Statutes of 2020) added Section 999.7 to the MVC, it is the awarded Contractor’s responsibility to understand and comply with these requirements.
 - The awarded Contractor is required to submit a complete and accurate Prime Contractor’s Certification – DVBE Subcontracting Report (STD 817) upon contract completion.
(Link to STD 817: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf>)
 - CDT will withhold \$10,000, or full payment if less than \$10,000, from a prime Contractor’s final payment pending the receipt of a complete and accurate STD 817.
 - CDT will review the STD 817 and determine if it is complete and accurate. The withhold will only be released once the review and determination has been completed by CDT.
 - If the STD 817 is late or incomplete, CDT will send the prime Contractor a cure notice allowing a minimum of 15 days, but no more than 30 days, to meet the certification requirements.
 - If the prime Contractor does not comply by the identified deadline, the withhold is permanently deducted.
 - All records shall be retained for a minimum of six (6) years.

- 2) **DVBE Incentive:** Bidders claiming the DVBE incentive must be certified by California as a DVBE and must commit at least 1% of the net bid price to one or more California certified DVBEs.

Bidders claiming the incentive must state this intention in their Bid Response and submit the required forms as applicable. The DVBE incentive will be applied after the application of the SB preference.

For the DVBE incentive to be applied, the Bidder must be compliant with the DVBE program requirements and responsive to all other requirements, including a CUF performed by the DVBE(s). The scale below depicts the DVBE incentive available:

Confirmed DVBE Participation of:	DVBE Incentive:
5% or More	5%
4% - 4.99% inclusive	4%
3% - 3.99% inclusive	3%
2% - 2.99% inclusive	2%
1% - 1.99% inclusive	1%

- 3) **DVBE Subcontractor Substitution:** The Contractor/Bidder understands and agrees that should award of this contract be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid, per Military and Veterans Code section 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s)

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identified in the bid and approved DVBE substitutions will be documented by contract amendment. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC Section 999.9; Public Contract Code (PCC) section 10115.10.

- 4) DVBE Participation Reporting Requirements: If a contract/purchase order is awarded from this solicitation with a commitment from the prime bidder to achieve DVBE participation, pursuant to M&VC Section 999.5, the prime contractor must within sixty (60) days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify the information contained in the "Prime Contractor's DVBE Subcontracting Report (Rev. April 2014)" The state reserves the right to verify all of the above information. Any person or entity that knowingly provides false information shall be subject to a civil penalty for each violation as stated in M&VC Section 999.5(d). The form should be provided by and returned to the ordering agency by the prime contractor. It is the prime contractor's responsibility to ensure the form is received, completed and returned within the stated time frame.
3. COMMERICALLY USEFUL FUNCTION:
CDT will uniformly apply Commercially Useful Function (CUF) Best Practices standards in collective consideration of CUF standards set forth by 49 CFR Part 26.55 (c)-(d), Government Code section 14837, California Code of Regulations section 1896.4(h), and Military and Veteran Code section 999(b) (5). An SB, DVBE, and MB is deemed to perform a CUF if the business meets the following CUF standards:
 - a. Performs a CUF when a SB/MB/DVBE is responsible for the execution of a distinct element of work of the Agreement and is carrying out its responsibilities by performing, managing, and supervising the work involved.
 - b. Performs work that is normal for its business services and functions.
 - c. Be responsible, with respect, to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing and paying for the material itself.
 - d. An SB/MB/DVBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB/MB/DVBE participation.
 - e. An SB/MB/DVBE does not perform a CUF if it subcontracts a greater portion of the work than would be expected by normal industry practices.

VII. DELIVERY

For the purpose of this solicitation, only Bid responses quoting F.O.B. Destination will be accepted.

VIII. PAYEE DATA RECORD (STD. 204) and PAYEE DATA RECORD SUPPLEMENT (STD. 205)

The Bidder is required to submit a completed Payee Data Record (Standard Form 204) in

response to the RFQ. Refer to the following website link for more details: [STD 204](#)

To facilitate the collection of remittance address(es) and contact information in addition to that provided on the STD 204, the State Controller's Office (SCO) Vendor Management Group (VMG) has developed and published the Payee Data Record Supplement form (STD 205 New 03/2021). The STD 205 must be used to provide the supplier's remittance address information if different than the mailing address on the STD 204. This newly published form allows suppliers to provide up to five (5) additional remittance addresses and identify up to three (3) additional authorized representatives for the payee. Refer to the following website link for more details: [STD 205](#)

IX. BIDDER DECLARATION FORM

When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

At the State's option prior to award, Bidders may be required to submit additional written clarifying information. Failure to submit the required written information as specified may be grounds for quote rejection.

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

X. CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

<https://www.documents.dgs.ca.gov/dgs/fmc/dgs/ols004.pdf>

Effective January 1, 2017, the Unruh Civil Rights Act and the Fair Employment and Housing Act (also referred to as the Acts; see Public Contract Code section 2010) establishes restrictions against contracting with vendors that have policies or practices that violate the Acts.

Pursuant to Public Contract Code (PCC) 2010, a person that submits a bid or proposal or proposes to renew a contract with, a state agency in the amount of \$100,000 or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. That they are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
2. That they are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
3. Supplier discrimination policies:
 - a. That any policy that they have against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and

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people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

- b. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code.

Bidders must complete and sign the California Civil Rights Laws Certification and submit with their bid response. Bidders must also agree to re-certify if the option to extend or an amendment to add time or funding to the contract is utilized.

XI. PLASTIC TRASH BAG CERTIFICATION VIOLATIONS

Public Resources Code §42290 et seq. prohibits the State from contracting with any supplier, manufacturer, or wholesaler, and any of its divisions, subsidiaries, or successors that have been determined to be noncompliant to the recycled content plastic trash bag certification requirements. This includes award of a State contract or subcontract or renewal, extension, or modification of an existing contract or subcontract. Prior to award the State shall ascertain if the intended awardee or proposed subcontractor is a business identified on the current CalRecycle noncompliant list(s). In the event of any doubt of the status or identity of the business in violation, the State will notify the Board of the proposed award and afford the Board the opportunity to advise the State. No award will be made when either the Bidder or a subcontractor has been identified either by published list or by advice from the Board, to be in violation of certification requirements.

XII. TIEBREAKER

In the event of a tie, contract award will be made as a result of a coin toss. Tied Bidders will be invited to attend the coin toss and State witnesses will also be present.

Note: In the event of a precise tie between suppliers claiming the incentive, the Bid of an SB and the Bid of a DVBE that is also a SB, the award shall go to the DVBE that is also an SB. (Reference Chapter 3 and GC section 14838 (f) and 2 CCR section 1896.8(f)).

XIII. GC 12990 AND NON-DISCRIMINATION (IT AND NON-IT GOODS ONLY)

Any employer who wishes to contract with the State for goods is subject to the provisions of GC 12990 relating to discrimination in employment. Contractors that do not meet the provisions of GC 12990 are not eligible to contract with the State for IT goods. Ineligible contractors are found in the California Regulatory Notice Register. To access the California Regulatory Notice Register: https://oal.ca.gov/publications/notice_register/

XIV. FEDERAL TAX ADMINISTRATION REQUIREMENTS

CDT must notify the United States Internal Revenue Service (IRS) prior to executing, or

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amending, any agreement to disclose, or provide access to, federal tax information (FTI) to a Contractor or Sub-Contractor, at least 45 calendar days prior to the disclosure of FTI, to ensure appropriate contractual language is included and that Contractors are held to safeguarding requirements. This procedure conforms to IRS Publication 1075. Subject to the IRS, FTI requirements, if an unfavorable response is received by the IRS, this contract will be terminated immediately, per the Cloud Computing Services - General Provisions – Information Technology (402-ITGP), clause 16.3, Termination for Default.

XV. SECURITY AND DATA PROTECTION REQUIREMENTS

CDT must ensure agreements with state and non-state entities include provisions which protect and minimize risk to the state when engaging in the development, use, or maintenance of information systems, products, solutions, or services.

XVI. GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) REQUIREMENTS

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI, while balancing the risks of these technologies. Bidder/Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) [4986.2](#).

Failure to report GenAI to the State may result in disqualification. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder/Offeror of GenAI as required, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state.

Government Code [11549.64](#) defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

ATTACHMENT 1 – SOFTWARE SYSTEM REQUIREMENTS

CDT is researching the marketplace to find software systems that meet our requirements, along with the associated catalog pricing for these systems.

Below is a list of requirements, for supplier to respond to, for their proposed Software System. Please enter **“Yes”** or **“No”** to indicate whether your solution meets each requirement. Entering **“No”** or leaving blank on any requirements marked required may result in the bid being deemed non-responsive and may disqualify the Bidder.

ITEM NUMBER	SOFTWARE SYSTEM FEATURE	MEETS REQUIREMENT? YES/NO	MAX POINTS POSSIBLE	POINTS
REQUIRED PROGRAM FEATURES				
A. BIAs (Business Impact Analysis)				
1.	Demonstrate the ability at a workgroup/functional level to capture business processes and associated data (such as Recovery Time Objectives (RTO) and derived impacts).		1	
2.	Assign and display internal and external (Software as a Service (SaaS)) IT software dependencies to individual business processes.		1	
3.	Assign and display associated IT hardware to individual business processes.		1	
4.	Assign and display facility dependencies to individual business processes.		1	
5.	Assign and display external agency/company dependencies to individual business processes.		1	
6.	Assign and display relationships between internal business processes.		1	
7.	Assign and display unique resource dependencies to individual business processes.		1	

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8.	Assign and display required staffing levels and physical resource (desktop, telephone, etc.) dependencies to individual business processes.		1	
9.	Be able to upload and link various types of documents.		1	
10.	Be able to track changes, approvals, and display history/approval logs.		1	
B. BRPs (Business Resumption Plan)				
1.	Be able to develop business resumption plans (preferably linking back to data captured in the unit Business Impact Analysis (BIA)).		1	
2.	Allow documenting of activation criteria in individual plans.		1	
3.	Define methods for accounting for personnel in individual plans.		1	
4.	Allow documenting of communication methods/procedures in individual plans.		1	
5.	Define lines of succession and/or delegation of authority in individual plans.		1	
6.	Include the impacted business processes in individual plans.		1	
7.	Define resumption roles and responsibilities (including individual training) in individual plans.		1	
8.	Include staff contact information in individual plans.		1	
9.	Document the tasks necessary to restore individual business processes (including needed staff levels and resource requirements) in individual plans.		1	
10.	Document pre-positioned resources and their locations in individual plans.		1	

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11	Document required IT dependencies (software and hardware) in individual plans.		1	
12.	Document facility dependencies in individual plans.		1	
13.	Document external resource dependencies in individual plans.		1	
14.	Document internal business process dependencies in individual plans.		1	
15.	Be able to upload various documentation types in individual plans.		1	
16.	Be able to track changes, approvals, and display history/approval logs in individual plans.		1	
C. Incidents				
1.	Be able to create and track incidents from open to close using a unique incident identifier.		1	
2.	Be able to accept, track and display various incident status in the incident template.		1	
3.	Be able to create and display a situation report in the incident template.		1	
4.	Be able to identify activated plans and recovery teams in the incident template.		1	
5.	Be able to display projected recovery charts in the incident template.		1	
6.	Be able to identify incident issues and track mitigation efforts in the incident template.		1	
7.	Be able to upload and link to various incident documentation types in the incident template.		1	

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D. Exercises/Drills				
1.	Be able to document upcoming and/or performed resumption drills or exercises.		1	
2.	Be able to document the tested business process or IT system in the exercise template.		1	
3.	Be able to document the date and time of the exercise in the exercise template.		1	
4.	Be able to capture exercise assumptions in the exercise template.		1	
5.	Document the assigned participants along with roles and responsibilities in the exercise template.		1	
6.	Be able to display and detail the testing activities in the exercise template.		1	
7.	Be able to display the exercise objectives, success criteria and evidence requirements in the exercise template.		1	
8.	Be able to document the outcomes of the exercise, including any tasks that need to be mitigated in the exercise template.		1	
9.	Be able to upload various documentation types in the exercise template.		1	
10.	Be able to track changes, approvals, and display history/approval logs in the exercise template.		1	
E. Actions/Tasks				
1.	Identify and display discovered tasks for mitigation, along with associated statuses on a task template.		1	

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2.	Document the source of the discovery (Exercise, Incident, Audit) in the task template.		1	
3.	Be able to assign the task to single or multiple internal/external parties for mitigation in the task template.		1	
4.	Be able to document mitigation efforts/complications in the task template.		1	
5.	Be able to track changes, approvals, and display history/approval logs in the task template.		1	
F. User Database				
1.	Allow for a referential database that includes user accounts.		1	
2.	Create and assign system users and associated security access levels.		1	
3.	Be able to enable multi-factor identification.		1	
4.	Be able to lock and unlock users.		1	
G. IT Resource Database (Software)				
1.	Allow for a referential database that includes the IT software dependencies.		1	
2.	Allow for the documentation of manufacturer and hosting information (SaaS, Local Install, etc.).		1	
3.	Allow for the documentation of RTO and Recovery Point Objective (RPO).		1	
4.	Allow for the documentation of threats and likelihood controls.		1	
H. Contact Database				
1.	Allow for a referential database that includes company employees.		1	
2.	Allow for the documentation of contact's name and work classification.		1	

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3.	Allow for the documentation of contact's Knowledge, Skills, and Abilities (KSA).		1	
4.	Allow for the documentation of contact's work shift and work address.		1	
5.	Allow for the documentation of contact's work e-mail and work phone number.		1	
6.	Allow for the documentation of contact's personal e-mail and personal phone number.		1	
7.	Allow for the documentation of contact's home address.		1	
8.	Allow for the input of miscellaneous information concerning the contact.		1	
I. IT Infrastructure Database (Vendor Circuits)				
1.	Allow for a referential database that includes vendor circuits.		1	
2.	Allow for the documentation of circuit vendor and vendor circuit ID.		1	
3.	Allow for the documentation of circuit termination points (A and B).		1	
4.	Allow for the documentation of circuit Mean Time To Restore (MTTR).		1	
5.	Allow for the documentation of threats and likelihood control.		1	
J. Facility Database				
1.	Allow for a referential database that includes multiple facilities.		1	
2.	Allow for the documentation of facility address.		1	
3.	Allow for the documentation of lease information.		1	
4.	Allow for the documentation of threats and likelihood controls.		1	

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K. Service Database				
1.	Allow for a referential database that includes department services.		1	
2.	Allow for the documentation of service name and delivering unit.		1	
3.	Allow for the documentation of revenue code and annual revenue generated.		1	
L. Vendor Database				
1.	Allow for a referential database that includes vendor and partner contacts.		1	
2.	Allow for the documentation of vendor address.		1	
3.	Allow for the documentation of vendor contact's name and phone number.		1	
4.	Allow for the documentation of vendor contact's e-mail.		1	
5.	Allow for the documentation of threats and likelihood controls.		1	
M. IT Resource Database (Hardware)				
1.	Allow for a referential database that includes the IT hardware dependencies.		1	
2.	Allow for the documentation of hardware type (Server, Router, Disc, etc.).		1	
3.	Allow for the documentation of RTO.		1	
4.	Allow for the documentation of manufacturer.		1	
5.	Allow for the documentation of threats and likelihood controls.		1	

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REQUIRED DATA FEATURES				
N. Data fields				
1.	The proposed System must allow the use of custom fields in modules or sections.		1	
2.	The proposed System must provide tool tips through a help button or hover bubble.		1	
3.	The proposed System must allow for data flow between the various modules or sections.		1	
4.	The proposed System must allow for the import and export of data.		1	
5.	Data in the proposed System must be searchable through key words and/or tags.		1	
6.	The proposed System should allow data to be captured through: i) open text fields ii) drop down fields iii) multiple choice fields iv) check box fields		1	
REQUIRED FEATURES - SUBTOTAL POINTS (92 points possible)				

Note: These are optional features. A “No” in this section does not constitute an automatic fail since these are optional.

ITEM NUMBER	SOFTWARE/SYSTEM FEATURE	MEETS REQUIREMENT? YES/NO	MAX BONUS POINTS POSSIBLE	BONUS POINTS
OPTIONAL FEATURES				
1.	The ability to Application Programming Interface (API) information into and out of the System.		1	
2.	Emergency notification system functionality.		1	
3.	Incident response functionality.		1	

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4.	Hidden fields based on user levels or permissions.		1	
5.	Indexable search functionality for loaded documents.		1	
6	The ability to conduct mass updates.		1	
7.	The ability to map downstream dependencies for RTO risks.		1	
8.	Risk management functionality.		1	
OPTIONAL FEATURES - SUBTOTAL POINTS (8 points possible)				

GRAND TOTAL POINTS (100 points possible)	
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ATTACHMENT 2 - COST WORKSHEET

BUSINESS CONTINUITY MANAGEMENT SOFTWARE SYSTEM
Term: 1 year, upon receipt or delivery, installation and acceptance.

California Department of Technology Requested Quote:

Bidders must submit a cost quote for each item(s) in the following list and clearly state unit price and extended (cost) price.

COST TABLE 1 SOFTWARE AS A SERVICE (SaaS) COSTS				
ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	Annual Subscription Fee Including 1000 users & 140 Departments	\$	\$
TOTAL SAAS COST				

COST TABLE 2 DELIVERABLES (to be paid in arrears upon completion and acceptance of deliverable)			
TASK	TASK DESCRIPTION	DELIVERABLE(S)	EXTENDED PRICE
1	Project Charter, Success Criteria, and Implementation Plan	1.1 – Implementation Management Plan (IMP) <ul style="list-style-type: none"> Define project charter Establish success criteria 	\$
		1.2 – Master project schedule	\$
		1.3 – Monthly Status Report (MSR)	\$
		1.4 – Project plans and schedules	\$
2	Formal Kickoff and Stakeholder Coordination	2.1 – Formal kickoff meeting with CDT/BCU and vendor <ul style="list-style-type: none"> Review implementation phases, project timeline, and expectations Confirm communication protocols, reporting cadence, and escalation procedures 	\$

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		<ul style="list-style-type: none"> Establish feedback channels throughout configuration/testing 	
3	Business Impact Analysis Template Report	3.1 – Review existing related plans and documents to be integrated into new software solution	\$
		3.2 – Business Impact Analysis (BIA) template utilizing current BIA information	\$
4	Security and Permissions Configuration	4.1 – Configuration of user roles and permissions based on organizational requirements	\$
		4.2 – Established security configurations including multi-factor authentication, permission-based access views, and system notifications	
		4.3 – Coordination with IT security staff to validate data privacy, encryption, and access control mechanisms	
5	Template and Field Configuration	5.1 – Configuration of system modules to support BIAs, BRPs, incident and exercise documentation	\$
		5.2 – Standardized templates for core system components utilizing existing information	\$
		5.3 – Configurable data fields (text, dropdowns, checkboxes, numerical ranges, sliders, autoformatted inputs, searchable lists)	\$
6	Workflow and Audit Configuration	6.1 – Design and configure manual and automated workflows	\$
		6.2 – Audit trails, history logs, and change tracking across all records	\$
		6.3 – Audit logging capabilities are enabled for key actions	\$
7	Advanced Configuration (Optional Enhancements)	7.1 – Bulk-update functionality	\$
		7.2 – Configuration of APIs/data connectors for external integrations	\$
		7.3 – Risk register tools with categorization/reporting	\$

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		7.4 – Configuration of custom views, backend field linking, and visual mappings	\$
		7.5 - Database schema to First Normal Form (1NF)	\$
8	Pre-Migration Validation	8.1 – Completion of internal validation of all configured components	\$
		8.2 – Prepped system for data migration and pilot deployment	\$
9	Legacy Data Mapping and Cleaning	9.1 – Matrix and map legacy data for transfer	\$
		9.2 – Identified gaps in portability or functionality	\$
		9.3 – Standardized field mapping and clean data	\$
10	Test Imports and Load Validation	10.1 – Build and test import templates for BIAs, BRPs, and related data	\$
		10.2 – Conducted test imports and validate field/link accuracy	\$
11	Pilot Environment Deployment	11.1 – Select 2–3 workgroups for pilot based on complexity	\$
		11.2 – Build full sandbox environment	\$
		11.3 – Simulate use cases and confirm linking/reporting functionality	\$
12	Feedback Review and Reconfiguration	12.1 – Validated audit logs and MFA access	\$
		12.2 – Adjusted configuration and templates based on pilot feedback	\$
13	System Testing and UAT	13.1 – Pilot complete application to confirm core functionality	\$
		13.2 – Test role-based access, data integrations, and workflows	\$
		13.3 – Performed UAT with various user roles	\$
		13.4 – Finalized go/no-go checklist	\$
14	Training Resource Development	14.1 – Administrative manuals, procedures, and training material	\$

		14.2 – User manuals and training guides by module	\$
15	Training Delivery and Execution	15.1 – BCU staff training (Days 1–4)	\$
		15.2 – General user training (Day 5)	\$
TOTAL DELIVERABLE COST			

Subtotal (Cost Tables 1 and 2): \$ _____

Tax (if applicable): \$ N/A- Electronic Download

Grand Total: \$ _____

SB/DVBE Certification Number: _____

FEIN Number: _____

Signature and Date: _____

Printed Name and Title: _____

Company Name: _____

Company Address: _____

Contact Phone Number: _____

EXHIBIT A
STATEMENT OF WORK

1. **Contract Description:**

CONTRACTOR TBD (hereinafter referred to as “the Contractor”) agrees to provide the California Department of Technology (hereinafter referred to as the “State,” “CDT,” and/or the “Licensee”) with the BUSINESS CONTINUITY MANAGEMENT SOFTWARE SYSTEM, as listed on Page 1 of RFQ No. 25-0179738 and on Exhibit C – Cost Worksheet of this Agreement.

2. **Licensee Site/Location:**

The “Licensee Site” shall mean CDT, as identified in this Agreement, which Licensee represents, is operated or controlled by the Licensee. The Licensee may change the Licensee Site to another location located within the United States without incurring additional charges.

CDT, Office of Technology Services	
Gold Camp Campus	Vacaville Campus
3101 Gold Camp Drive	1020 Vaquero Circle
Rancho Cordova, CA 95670	Vacaville, CA 95688

3. **License Type:** Software as a Service (SaaS) Subscription per designated to 1,000 users and 140 Departments.

4. **Term:** 1 year, upon receipt or delivery, installation and acceptance.

5. **Installed on:** All the software associated with this SaaS is installed at the manufacturer’s or Contractor’s site.

6. **Service Delivery:**

- a. The services shall occasionally be performed on-site at the CDT headquarters office located in Rancho Cordova, at 10860 Gold Center Drive, #100. However, at the State’s direction, the Contractor may need to report to other State locations within a fifty (50) mile radius for meetings, presentations, training, etc.
- b. The services shall usually be performed remotely, and under the direction of the CDT designees.
- c. Agreement services will be performed during State business hours, 8:00am to 5:00pm, Monday through Friday. Excluded are State of California holidays, as per the Department of Human Resources (<http://www.calhr.ca.gov/employees/Pages/state-holidays.aspx>). Services may be provided outside of business hours upon mutual agreement between the CDT Contract Administrator(s) and the Contractor, and not without the express written approval of the CDT/ Contract Administrator(s) or designee(s).

7. **Notices:**

All notices required by or relating to this Agreement shall be in writing and shall be sent to the parties of this Agreement at their address as set below unless changed from time to time, in which event each party shall notify the other in writing, and all such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail and directed to the following addresses:

The technical representative during the term of this Agreement will be:

State Agency		Manufacturer	
CDT, Business Continuity		TBD	
Attn:	Diran Gilian	Attn:	TBD
Phone:	(916) 898-0392	Phone:	TBD
E-mail:	Diran.Gilian@state.ca.gov	E-mail:	TBD

Contract inquiries should be addressed to:

State Agency		Contractor	
CDT, Acquisitions & IT Program Management Branch		TBD	
Attn:	Cynthia Basa	Attn:	TBD
Address:	PO Box 1810 Rancho Cordova, CA 95741	Address:	TBD
Phone:	(279) 216-0601	Phone:	TBD
E-mail:	Cynthia.Basa@state.ca.gov	E-mail:	TBD

8. Contractor Responsibilities:

- a. Contractor shall allow and coordinate testing with CDT staff annually for performance, functionality, and availability testing of the secondary backup site. Contractor must provide validation of the role between primary and secondary sites.
- b. Contractor shall have a secondary site that is at least 250 miles away from the primary production site to act as a backup, failover, and redundancy site.
- c. Continuity Testing:
 - 1) Contractor agrees to provide the State with a copy of its ISO 22301 certification, which includes a third-party attestation of Contractor's process to validate continuity and recovery capabilities.
 - 2) Contractor agrees to allow the State to run acceptance testing concerning application use during the period of fail over testing.

9. Support:

The Contractor shall ensure that Support is provided by the manufacturer, TBD, through the term of the Agreement.

- a. Phone Support: TBD
- b. Website: TBD
- c. E-mail: TBD

10. Implementation

- a. Implementation Management Plan (IMP) – This plan will include, but not be limited to the number of major steps for application implementation, with each step being clearly defined, and including the estimated time to complete each phase. Each phase is a milestone in the implementation project and will be mutually defined in the overall project plan. The typical steps in the plan will include but not be limited to the following:
 - 1) Pre-Kick Off Planning
 - 2) Kick-Off
 - 3) Discovery & Configuration
 - 4) Data Migration
 - 5) Pilot Build

- 6) Validation & Testing
 - 7) Training
- b. Pre-Kick Off Planning – This phase will include, but not be limited to the following activities:
- 1) Define project charter.
 - 2) Establish success criteria.
 - 3) Develop a master project schedule.
- c. Kick-Off – This phase will include, but not be limited to the following activities:
- 1) Conduct formal kickoff meeting with CDT/BCU and vendor.
 - 2) Review implementation phases, project timeline, and expectations.
 - 3) Confirm communication protocols, reporting cadence, and escalation procedures.
 - 4) Establish feedback channels throughout configuration/testing.
- d. Discovery & Configuration – This phase will include, but not be limited to the following activities:
- 1) Review existing related plans, documents, and data to be integrated into new software solution.
 - 2) Configure system modules to support Business Impact Analyses (BIA), Business Resumption Plans (BRP), incident and exercise documentation, and resource/dependency tracking, etc.
 - 3) Implement configurable data fields across all modules, including open text, dropdowns, checkboxes, numerical ranges, sliders, autoformatted inputs, and searchable lists populated from core databases.
 - 4) Implement standardized templates for core system components utilizing existing information.
 - 5) Integrate system-wide tagging structure to support item searchability and filtering
 - 6) Document database schema(s).
 - 7) Coordinate with IT security staff to validate data privacy, encryption, and access control mechanisms.
 - 8) Configure user roles and permissions based on organizational requirements
 - 9) Ensure system audit logging capabilities are enabled for key actions (e.g., changes to documents or records).
 - 10) Design and configure manual and automated workflows (e.g., document review cycles, notifications).
 - 11) Configure audit trails, history logs, and change tracking across all records, including uploaded documentation.
 - 12) Establish security configurations including multi-factor authentication, permission-based access views, and system notifications.
 - 13) Develop cross-module linking of related items (e.g., BIAs to BRPs, exercises to action items, etc.).
 - 14) Enable bulk-update functionality to push changes across all records simultaneously.
 - 15) Configure Application Programming Interfaces (APIs) or data connectors for integration with external platforms.
 - 16) Build risk register or automation tools to support risk identification, categorization, and report generation.
 - 17) Configure role-based custom views, back-end field linking, and visual mapping of dependencies or resource relationships.
 - 18) Configure back-end data validation to reduce cleanup issues (e.g., standardizing naming schemes).
 - 19) Add support for back-end BCU-only fields linking to BIAs.
 - 20) Normalize database schema to the First Normal Form (1NF).

- 21) Complete internal validation of all configured components prior to data migration and pilot deployment.
- e. Data Migration – This phase will include, but not be limited to the following activities:
 - 1) Develop matrix and map legacy data for transfer and integration into new system's structure, identifying gaps in portability or functionality.
 - 2) Standardize field mapping across formats and clean data prior to load.
 - 3) Build and test import templates for BIAs, BRPs, internal contacts, dependencies, etc.
 - 4) Conduct test imports and validate accuracy across field types and linked structures.
 - f. Pilot Build – This phase will include, but not be limited to the following activities:
 - 1) Select 2 – 3 workgroups for pilot based on complexity and diversity of business processes.
 - 2) Build full sandbox environment using configured templates, real data, and user roles.
 - 3) Simulate use cases across all modules (BIAs, BRPs, Events, Actions, etc.)
 - 4) Confirm ability to create, link, and report across modules (e.g., Plan > Exercise > Action item).
 - 5) Validate audit history, approval logs, and Multi-Factor Authentication (MFA) access.
 - 6) Adjust configuration and templates based on pilot findings.
 - g. Validation & Testing – This phase will include, but not be limited to the following activities:
 - 1) Pilot the complete application to ensure core functionality and configured features operate as expected.
 - 2) Test and confirm role-specific access, user permissions, and data integrations.
 - 3) Perform User Acceptance Testing (UAT) with multiple user roles.
 - 4) Finalize go/no-go readiness checklist.
 - h. Training (Materials) – This phase will include, but not be limited to the following activities:
 - 1) Develop user manuals, procedures, and training materials for system administrators.
 - 2) Develop user manuals, procedures, and training materials for system users of the software.
 - 3) Develop user manuals, procedures, and training materials for all pertinent modules of the software.
 - i. Training (Delivery) – This phase will include, but not be limited to the following activities:
 - 1) Deliver training based on the developed training materials requested.
 - 2) Training days 1 – 4 will be provided to approximately five (5) BCU staff members.
 - 3) Training day 5 will be for approximately twenty (20) to thirty (30) users.
 - 4) Training will incorporate hands-on exercises, real-case scenarios, and role-specific workflows.

11. Deliverables

Task	Phase	Task Description	Deliverable(s)	Due Date
1	Pre-Kick Off Planning	Project Charter, Success Criteria, and Implementation Plan	1.1 – Develop Implementation Management Plan (IMP) <ul style="list-style-type: none"> Define project charter Establish success criteria 	Up to ten (10) State business working days after effective date of Contract Award
			1.2 – Develop a master project schedule	Up to ten (10) State business working days after effective date of Contract Award
			1.3 – Develop and maintain Monthly Status Report (MSR)	Up to ten (10) State business working days after effective date of Contract Award
			1.4 – Update and maintain project plans and schedules	Up to ten (10) State business working days after effective date of Contract Award
2	Kick-Off	Formal Kickoff and Stakeholder Coordination	2.1 – Conduct formal kickoff meeting with CDT/BCU and vendor <ul style="list-style-type: none"> Review implementation phases, project timeline, and expectations Confirm communication protocols, reporting cadence, and escalation procedures Establish feedback channels throughout configuration/testing 	TBD upon CDT approval during Pre-Kick Off Planning
3	Discovery & Configuration	Business Impact Analysis Template Report	3.1 – Review existing related plans and documents to be integrated into new software solution	August 2025
			3.2 – Implement a Business Impact Analysis (BIA) template utilizing current BIA information	August 2025
4	Discovery & Configuration	Security and Permissions Configuration	4.1 – Configure user roles and permissions based on organizational requirements	August 2025
			4.2 – Establish security configurations including multi-factor authentication, permission-based access views, and system notifications	August 2025
			4.3 – Coordinate with IT security staff to validate data privacy, encryption, and access control mechanisms	August 2025

Task	Phase	Task Description	Deliverable(s)	Due Date
5	Discovery & Configuration	Template and Field Configuration	5.1 – Configure system modules to support BIAs, BRPs, incident and exercise documentation, etc.	September 2025
			5.2 – Implement standardized templates for core system components utilizing existing information	September 2025
			5.3 – Implement configurable data fields (text, dropdowns, checkboxes, numerical ranges, sliders, autoformatted inputs, searchable lists)	September 2025
6	Discovery & Configuration	Workflow and Audit Configuration	6.1 – Design and configure manual and automated workflows	September 2025
			6.2 – Configure audit trails, history logs, and change tracking across all records	September 2025
			6.3 – Ensure audit logging capabilities are enabled for key actions	September 2025
7	Discovery & Configuration	Advanced Configuration (Optional Enhancements)	7.1 – Enable bulk-update functionality	September 2025
			7.2 – Configure APIs/data connectors for external integrations	September 2025
			7.3 – Build risk register tools with categorization/reporting	September 2025
			7.4 – Configure custom views, backend field linking, and visual mappings	September 2025
			7.5 – Normalize database schema to First Normal Form (1NF)	September 2025
8	Discovery & Configuration	Pre-Migration Validation	8.1 – Complete internal validation of all configured components	September 2025
			8.2 – Prepare system for data migration and pilot deployment	September 2025
9	Data Migration	Legacy Data Mapping and Cleaning	9.1 – Develop matrix and map legacy data for transfer	September 2025
			9.2 – Identify gaps in portability or functionality	September 2025
			9.3 – Standardize field mapping and clean data	September 2025

Task	Phase	Task Description	Deliverable(s)	Due Date
10	Data Migration	Test Imports and Load Validation	10.1 – Build and test import templates for BIAs, BRPs, and related data	September 2025
			10.2 – Conduct test imports and validate field/link accuracy	September 2025
11	Pilot Build	Pilot Environment Deployment	11.1 – Select 2–3 workgroups for pilot based on complexity	October 2025
			11.2 – Build full sandbox environment	October 2025
			11.3 – Simulate use cases and confirm linking/reporting functionality	October 2025
12	Pilot Build	Feedback Review and Reconfiguration	12.1 – Validate audit logs and MFA access	October 2025
			12.2 – Adjust configuration and templates based on pilot feedback	October 2025
13	Validation & Testing	System Testing and UAT	13.1 – Pilot complete application to confirm core functionality	October 2025
			13.2 – Test role-based access, data integrations, and workflows	October 2025
			13.3 – Perform UAT with various user roles	October 2025
			13.4 – Finalize go/no-go checklist	October 2025
14	Training (Materials)	Training Resource Development	14.1 – Develop administrative manuals, procedures, and training material	November 2025
			14.2 – Develop user manuals and training guides by module	November 2025
15	Training (Delivery)	Training Delivery and Execution	15.1 – Deliver BCU staff training (Days 1–4)	November 2025
			15.2 – Deliver general user training (Day 5)	November 2025

12. Deliverable Expectation Document (DED):

- a. Each DED shall consist of a detailed statement of the Purpose, Objective, and/or Goals of the work to be undertaken by the Contractor. All pertinent information must be provided in Exhibit A, Attachment 1, DED Form.
- b. All DEDs must be completed, signed and submitted in writing by the Contractor to CDT's Technical Representative. Prior to any work being performed, the work must be authorized by the State. Work shall be authorized by the State by providing written, approvals in last portion of the DED.
- c. CDT has the right to require the Contractor to stop or suspend work, at any time, for any DED:

13. Performance:

CDT will be the sole judge of the acceptability of all work performed, and all work products produced, by the Contractor as a result of this SOW. Should the work performed or the products produced by the Contractor fail to meet the CDT conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

- a. CDT will notify the Contractor in writing within five (5) State business days after completion of each phase of implementation services of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor. The costs related to rework of unacceptable work products shall not be billed to CDT.
- b. The Contractor will, within five (5) State business days after initial problem notification, respond to CDT by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan (CAP) to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the CDT's initial problem notification within the required time limits may result in immediate termination of the Agreement. In the event of such termination, CDT shall pay all amounts due the Contractor for all work accepted prior to termination.
- c. CDT will, within five (5) State business days after receipt of the Contractor's detailed explanation and/or proposed CAP, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the CDT rejects the explanation and/or plan, the Contractor will submit a revised CAP within three (3) State business days of notification of rejection. Failure by the Contractor to respond to CDT's notification of rejection by submitting a revised CAP within the required time limits may result in immediate termination of the Agreement. In the event of such termination, CDT shall pay all amounts due the Contractor for all work accepted prior to termination.
- d. CDT will, within three (3) State business days of receipt of the revised CAP, notify the Contractor in writing whether it accepts or rejects the revised CAP proposed by the Contractor. Rejection of the revised CAP will result in immediate termination of the Agreement. In the event of such termination, CDT shall pay all amounts due the Contractor for all work accepted prior to termination.

14. Acceptance of Implementation:

It shall be the State's sole determination as to whether the software implementation identified in this Agreement, or in a supplement DED, Exhibit A – Attachment 1, has been successfully completed and that the work is acceptable to the State.

- a. The approval process is outlined in the previous item, PERFORMANCE.
- b. A signed, Exhibit A, Attachment 2, Deliverable Acceptance Document (DAD), is required for each implementation service identified by a DED.
- c. The Contractor must meet all the timelines, as agreed in the Agreement and/or approved, DED.
- d. Until the work is accepted, approved and documented by the DAD, the Contractor shall not submit an invoice for the work. Only completed, accepted and approved work may be invoiced. Please refer to Exhibit B, Budget Details and Payment Provisions, for more information.

15. Problem Escalation:

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the State’s attention. Problems or issues shall normally be reported in regular status reports.

There may be instances, however, where the severity of the problems justifies escalated reporting. To this extent, the Contractor will determine the level of severity and notify the appropriate CDT personnel. CDT personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. CDT personnel include, but are not limited to, the following:

First Level:	CDT Technical Representative
Second Level:	CDT Business Continuity Lead/Manager
Third Level:	CDT Departmental Strategic Governance, Risk, and Compliance Chief

16. Amendments:

Consistent with the terms and conditions of the original solicitation, and upon mutual consent, the CDT and the Contractor may execute amendments to this Agreement for quantity, money and/or time. No additional products or services can be added to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

17. Cancellation Provisions:

CDT may exercise its option to terminate the resulting Agreement at any time with thirty (30) calendar days’ prior written notice.

18. Federal Tax Administration Requirements

CDT must notify the United States Internal Revenue Service (IRS) prior to executing, or amending, any agreement to disclose, or provide access to, federal tax information (FTI) to a Contractor or Sub-Contractor, at least forty-five (45) calendar days prior to the disclosure of FTI, to ensure appropriate contractual language is included and that Contractors are held to safeguarding requirements. This procedure conforms to IRS Publication 1075.

Subject to the IRS, FTI requirements, if an unfavorable response is received by the IRS, this contract will be terminated immediately, per the Cloud Computing Services - General Provisions – Information Technology (402-ITGP), clause 16.3, Termination for Default (Exhibit D). In conformation with IRS Publication 1075, Contractor must comply with these terms.

19. Security and Data Protection Requirements:

CDT must ensure agreements with state and non-state entities include provisions which protect and minimize risk to the state when engaging in the development, use, or maintenance of information systems, products, solutions, or services. The Contractor must comply with the State Administrative Manual (SAM) Section 5305.8.

20. Certificate(s) of Insurance

When submitting the Response to the solicitation, the Contractor is required to provide a copy of the insurances listed below. *At the time the Responses are due, only a copy of existing insurance is required. The State does not need to be named as an additional insured prior to the Agreement's award. When the Agreement is awarded to the Contractor, the State will require that the **Certificate Holder on the Certificate Insurance include CDT as an additional insured** and list CDT's address as: California Department of Technology, Attention: APMB, 10860 Gold Center Drive, Rancho Cordova, CA 95670 and the Agreement Number (which will be assigned at time of Agreement award). The certificate can be emailed to CDT's Acquisitions & IT Program Management Branch representative.*

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

a. **Commercial General Liability:**

On an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate or proof of adequate self-insurance if the Contractor is a self-insured government and/or a public entity. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

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

b. **Professional Liability:**

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

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

d. **Workers' Compensation Insurance:**

- 1) Provisions of section 3700 of the California Labor Code requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing performance of work under the Agreement.
- 2) The Contractor shall maintain statutory workers' compensation and employer's liability

coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required.

- 3) If your business is a Sole Proprietorship and does not employ any other individual(s), a signed statement on business letterhead stating, "**I certify under penalty of perjury under the laws of the State of California that I do not employ any person in any manner as to become subject to the Workers' Compensation laws of California. I further certify that the CDT will be notified within thirty (30) days of any changes which results in the business becoming subject to the Workers' Compensation laws of the State of California.**" This letter must be on file for this Agreement.

**EXHIBIT A, ATTACHMENT 1
DELIVERABLE EXPECTATION DOCUMENT (DED) FORM**

The task/deliverable(s) will be performed in accordance with this Deliverable Expectation Document and the provisions of Agreement Number:

DELIVERABLE EXPECTATION DOCUMENT NUMBER	PAGE(S)
	OF

TITLE OF TASK/DELIVERABLE

TASK/DELIVERABLE SUMMARY (Detailed description of task/deliverable to be performed under deliverable expectations document. Please ensure to include the Purpose, Objectives, and/or Goals of the work to be undertaken by the Contractor.)

AUTHORIZED AND APPROVED:	
Contractor Contract Administrator (Print/Sign)	Date
CDT Contract Administrator (Print/Sign)	Date
Received: CDT Procurement File (Print/Sign)	

**EXHIBIT A, ATTACHMENT 2
DELIVERABLE ACCEPTANCE DOCUMENT (DAD)**

Contractor's Name: _____
CDT's Agreement No.: _____
DAD No.: _____
DED's Title: _____
DED's Completion Date: _____
Total Cost of DED: _____

DED DESCRIPTION:
CDT ACCEPTANCE OR REJECTION:
<input type="checkbox"/> ACCEPTANCE <input type="checkbox"/> REJECTION
COMMENTS TO SUPPORT DECISION:

AUTHORIZED AND APPROVED:	
_____ Contractor Contract Administrator (Print/Sign)	_____ Date
_____ CDT Contract Administrator (Print/Sign)	_____ Date
_____ Received: CDT Procurement File (Print/Sign)	

Note: Once the Contractor and CDT have accepted and approved the DAD, as stipulated in the Agreement, the Contractor may submit an invoice for the completed, and accepted work. Please refer to the payment provisions in Exhibit B.

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

5) Payment and Invoicing:

- a. Cost Table 1 – Software as a Service payment will be made in advance upon receipt of a correct invoice. Cost Table 2 - Deliverables will be paid in arrears upon completion and acceptance of a signed DAD. The invoice shall include booking confirmation of the CDT Purchase Order; including but not limited to, the product name, code (if applicable), and term date; and shall reference the Agency Order Number.
- b. Aligned with legislative changes of AB 230 (Brough, Chapter 676, Statutes of 2019) amending Section 999.5 of the Military and Veterans Codes (MVC) and Sections 14839 and 14841 of the Government Code (GC) and the added Section 10230 to the Public Contract Code (PCC); AB 1365 (Veterans Affairs Committee, Chapter 689, Statutes of 2019) added Section 999.55 to the MVC; and SB 588 (Archuleta, Chapter 80, Statutes of 2020) added Section 999.7 to the MVC, it is the awarded Contractor's responsibility to understand and comply with these requirements.
 - 1) The awarded Contractor is required to submit a complete and accurate Prime Contractor's Certification – DVBE Subcontracting Report (STD 817) upon contract completion.
 - 2) (Link to STD 817: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf>)
 - 3) **CDT will withhold \$10,000, or full payment if less than \$10,000,** from a prime Contractor's final payment pending the receipt of a complete and accurate STD 817.
 - 4) CDT will review the STD 817 and determine if it is complete and accurate. The withhold will only be released once the review and determination has been completed by CDT.
 - 5) If the STD 817 is late or incomplete, CDT will send the prime Contractor a cure notice allowing a minimum of 15 days, but no more than 30 days, to meet the certification requirements.
 - 6) If the prime Contractor does not comply by the identified deadline, the withhold is permanently deducted.
 - 7) All records shall be retained for a minimum of six (6) years.
- c. Submit your invoice using only **one** of the following options:
 - 1) Send via U.S. mail in **TRIPLICATE** to:

California Department of Technology
Administration Division – Accounting Office
P. O. Box 1810
Rancho Cordova, CA 95741
 - OR**
 - 2) Submit electronically at: APIInvoices@state.ca.gov

- d. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

6) Budget Contingency Clause:

- a. 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.
- b. 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 the Contractor to reflect the reduced amount.

**EXHIBIT C
COST WORKSHEET**

BUSINESS CONTINUITY MANAGEMENT SOFTWARE SYSTEM
Term: 1 year, upon receipt or delivery, installation and acceptance.

(Placeholder for Vendor's Quote)

EXHIBIT D
CLOUD COMPUTING SERVICES - GENERAL PROVISIONS

These provisions are hereby incorporated by reference. The provisions are revised and effective 2/20/2025.

<https://www.dgs.ca.gov/%7E/media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/IT-General-Provisions-Cloud-DGS-PD-402ITGP-Revised-02202025.pdf>