



Invitation to Negotiate (ITN)

Statewide IT Shared Services (SITEs) For Enterprise Generative Artificial Intelligence (GenAI) Tools, Services and Productivity Solutions

ITN # 37485

December 12, 2025

This ITN is available on the California State Contracts Register (CSCR), located on the Cal eProcure website at <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>.

Proposers can view and download ITN documents directly from this site. Additionally, Proposers may sign up for notifications for relevant updates regarding this procurement by registering an account as a Bidder.

The Procurement Officers are the State's designated authorized representatives regarding this procurement and are the sole point of contact. Proposers are directed to communicate, submit questions, and submit all other correspondence regarding this procurement to the Procurement Officers identified below:

Cristina Brinzei
CA Department of Technology
(916) 898-4619
Cristina.Brinzei@state.ca.gov

Edna Toy
CA Department of Technology
(916) 857-9601
Edna.Toy@state.ca.gov

SECTION I: INTRODUCTION

This Invitation to Negotiate (hereinafter referred to as "ITN") is being conducted by California Department of Technology (CDT) under Public Contract Code (PCC) Section §6611, which provides the State authority to utilize a competitive approach and negotiation process to maximize the State's ability to obtain value effective contracts.

A. Background

Per the Governor's [Executive Order \(EO\) N-30-25](#) on efficient, effective, and engaged government issued on July 17, 2025, CDT was directed to develop shared information technology (IT) contracting vehicles to reduce costs and establish an enterprise marketplace for business tools, including tools utilizing artificial intelligence (AI). As a result, CDT is establishing **Statewide IT Shared Services (SITEs)** contracts.

B. Purpose

The CDT's Office of Statewide Technology Procurement (OSTP) is issuing this ITN to seek qualified Proposers to provide enterprise Generative Artificial Intelligence (GenAI) tools, services, and productivity solutions ("GenAI Offerings") with prenegotiated discounts. CDT intends that the selected Proposer(s) will work with CDT to furnish quality GenAI Offerings that provide the best overall security and costs to the State.

Unlike traditional contracts that focus on individual line items or specific products, these SITEs contracts are designed to provide a comprehensive, integrated GenAI Offerings tailored to support business operations of various State entities . These SITEs contracts will be structured around key business use cases—such as improving operational efficiency, enhancing data security, and optimizing state worker experience. The bundles are designed to directly support these scenarios, providing end-to-end solutions. The Proposers' GenAI Offerings must address the business use case, provide statewide efficiencies to the State and provide for a simple user experience.

The GenAI SITEs Contracts may be available for use by State of California departments, public entities, and regent-level institutions, all county-level governments, all municipal (city) government, special district, public educational institutions, local government body or corporation empowered to expend public funds.

C. SITEs Contract Award and Term

Award(s), if any, will be made to all qualified Proposers that meet the State's mandatory requirements. Any SITEs contracts executed as a result of this ITN may be amended, in writing, by mutual agreement of CDT and the Proposers. These SITEs

contracts will be flexible to adapt to evolving needs of the State, and will allow the parties to add or modify catalog offerings as permitted by contracts.

CDT anticipates the contract term will be three (3) years with options for two (2), one (1)-year extensions, for a total term of five (5) years.

SECTION II: ITN PROCESS

The Proposers are expected to follow the format and utilize all forms included in this ITN necessary for their response. This ITN also addresses the mandatory requirements that Proposers must meet in order to be eligible for consideration to negotiate, as well as addressing the Proposers' responsibilities.

The ITN is a single competitive procurement with three (3) phases. Each phase is outlined below.

A. PHASE 1 ACTIVITIES

The objective of Phase 1 is to select Proposers who meet all the State's requirements:

1. ITN is advertised on the [Cal eProcure](#).
2. CDT will engage Proposers through the virtual ITN Conference and questions and answers (Q&A) process. These offers opportunities for Proposers to gather additional information for the development of their response.
3. Proposers will submit ITN Phase 1 responses (eVAQ, Mandatory Requirements/Cover Letter and Confidentiality Statement).
4. CDT will evaluate the ITN Phase 1 responses. If necessary, CDT will obtain clarifications of responses.
5. CDT will select compliant Proposers that will advance to the next phase and will provide those Proposers with Phase 2 requirements.

B. PHASE 2 ACTIVITIES

The objective of Phase 2 is for selected Proposers to submit Cost Worksheets that include catalog of offerings and cost.

1. CDT will hold confidential discussion with Proposers to define/refine business use cases.
2. CDT will provide the selected Proposers with the Cost Worksheet requirements.
3. CDT will review the Cost Worksheet and Catalog.

C. PHASE 3 ACTIVITIES

The objective of Phase 3 is to allow CDT and selected Proposers to negotiate SITEs contracts.

1. CDT will invite selected Proposers to engage in negotiations.
2. Selected Proposers will provide CDT with best and final offer (BAFO).
3. CDT will issue the notification of award to the selected Proposers.

SECTION III: ITN RESPONSE, EVALUATION AND NEGOTIATIONS DETAILS

A. PHASE 1 SUBMISSION AND EVALUATION

1. Questions and Answers (Q&A)

Questions will be accepted from Proposers throughout the ITN process, up to the date identified in Section IV: Key Action Dates. Questions should be submitted via email to the Procurement Officers. Q&A sets will be posted to California State Contracts Register (CSCR), as appropriate.

2. Virtual ITN Conference

An ITN conference will be held to provide Proposers with the opportunity to meet with State personnel and discuss the content of the ITN, the competitive procurement process and background information. Proposers are encouraged to attend the ITN Conference. The time and date of the virtual conference are included in Section IV: Key Action Dates.

CDT may accept oral questions during the ITN conference and will make a reasonable attempt to provide answers prior to the conclusion of the event. Proposers are encouraged to submit written questions early to the Procurement Officers, prior to the conference, so that CDT may have adequate time to prepare responses.

Q&A discussed during the conference may be documented in a Q&A Set. If questions asked at the conference cannot be adequately addressed during the discussion, answers may be provided later in a Q&A Set. The conference will not be recorded nor transcribed. Oral answers shall not be binding to the State.

3. Phase 1 Proposer Response

Proposers must adhere to all requirements listed below, all questions must be responded to, and all requested data must be supplied. All responses must be received by the time and date specified in this document under Section IV: Key Action Dates. Responses submitted after the deadline will not be accepted nor evaluated.

Proposers' responses shall contain the following components:

- Attachment 1: Cover Letter
- Attachment 2: Confidentiality Statement

a. Electronic Vendor Application of Qualification (eVAQ) – Non-negotiable requirement

The State's Electronic Vendor Application of Qualification (eVAQ) is an external process that includes most of the administrative forms and requirements required to do business in the State of California.

It is the responsibility of the Proposer to ensure they have an OSTP-approved eVAQ and all applicable requirements and provisions for this ITN are met by no later than the due date as specified in Section IV: Key Action Dates. Please note, it is recommended that Proposers allow a minimum of two (2) weeks for OSTP to process the application approval. Do not upload ITN responses to the eVAQ portal.

The application can be accessed at: <https://cadtprod.service-now.com/vendor>. If the Proposer's firm is new to the eVAQ process, account registration is necessary and free of charge. All questions related to eVAQ should be addressed to the Procurement Officers.

b. Mandatory Technical Requirements – Non-negotiable

<u>Req. #</u>	<u>Category</u>	<u>Proposer / Solution Mandatory Requirements</u>
1.0	Location	All data hosting, storage, and processing must occur within the continental United States.
1.1	Location	The Proposer must comply with all State and Federal laws, regulations, and data residency requirements.
2.0	Training	Training must be tailored to at least three user groups: administrators, power users, and general users.
2.1	Training	The Proposer must provide standardized, role-based training for general users that includes topics such as prompt engineering, hallucination mitigation, and security and privacy best practices.
2.2	Training	The Proposer must provide standardized, role-based training for administrators that includes topics such as system configuration and management, access control, data governance, security monitoring, audit logging, and policy enforcement for GenAI operations.

2.3	Training	The Proposer must provide standardized, role-based training for power users that includes topics such as advanced prompt engineering, workflow automation, output evaluation, ethical and responsible GenAI use, and techniques to optimize model performance and accuracy.
3.0	Validation	The State requires the enterprise GenAI Offerings to be provided by original large language model (LLM) developers, model providers or a Proposer with full platform enterprise ownership and accountability in order to ensure security compliance, direct support, and long-term sustainability.
3.1	Validation	The solution must support a minimum of 300,000 concurrent users.
4.0	Productive Use	The solution must meet the Productive Use Requirements as per Attachment 3.

REMINDER: Attachment 1 – Cover Letter is where you must confirm you will adhere to the above requirements.

c. Electronic Upload Steps

- a. Proposers shall upload an electronic copy (in PDF or other required formats) of their entire ITN response to the State's file-sharing site.
- b. Proposers must, by email, request access to the State's file-sharing by no later than the date specified in [Section IV: Key Action Dates](#). Proposers must provide the Procurement Officers with two (2) points of contact, including names and email addresses, who will be responsible for the Proposer's response upload. After receipt of the Proposer contacts' information, an invitation to a file-sharing site will be sent to the specified individuals.
- c. It is the Proposer's responsibility to confirm receipt of the invitations with the Procurement Officers. Do not upload .zip files to the file-sharing site.

ITN Responses received after the submission deadline will not be accepted.

4. Phase 1 Response Evaluation

If a Proposer response deviates from the non-negotiable specified in [Section V: ITN Response Format and Submission](#), the response will be rejected and will not be evaluated.

Proposer Responses received by the due date and time will be opened and evaluated in accordance with the requirements specified in [Section V: ITN Response Format and Submission, Phase 1](#).

B. PHASE 2: SUBMISSION AND EVALUATIONS

1. Phase 2 Proposer Response

Selected Proposers must adhere to the State's required format for the Cost Worksheet that includes catalog of offerings and cost. Selected Proposers responses shall contain the Exhibit B: Cost Worksheet and Catalog of Offerings.

2. Phase 2 Response Evaluation

Only the selected Proposers deemed responsive and responsible in Phase 1 response review will be invited to submit Phase 2 responses.

CDT will review the Proposer's Cost Worksheet and Catalog of Offerings. Selected Proposers will be notified to proceed with Phase 3 and will be provided with instruction materials pertaining to Phase 3.

C. PHASE 3 NEGOTIATIONS

Pursuant to PCC section §6611, CDT will enter into negotiations with qualified Proposers. After negotiations, CDT may request a BAFO submission.

Proposer's BAFO is an irrevocable offer for 180 calendar days following BAFO submission. Proposer may extend the offer in the event of a delay in Contract award.

SECTION IV: KEY ACTION DATES (KAD)

The important dates and times by which actions should be taken or completed are identified below. If CDT finds it necessary to change any of these dates, CDT will issue an addendum to the ITN. However, after the ITN responses are submitted, any dates are approximate and may be adjusted without addendum to the ITN.

Unless otherwise indicated, submissions are due by 5:00 p.m. All times listed are Pacific Time (PT).

Item No.	Action	Date and Time
Procurement Phase 1		
1.	Release of ITN	December 12, 2025
2.	Last day to submit written questions	December 29, 2025 @ 2:00pm PT
3.	ITN Conference MS Teams Meeting Link: Join the meeting now Call in: (916) 573-5828 Conference ID: 225 509 924#	January 5, 2026 @10:00am PT
4.	Last day to email Procurement Officers for submission uploading instructions.	January 9, 2026 @10:00am PT
5.	Final date to be OSTP eVAQ approved and submit ITN response	January 20, 2026 @10:00am PT
6.	Evaluations	January 21, 2026 - January 23, 2026
7.	Notification of selected Proposer(s)	January 26, 2026
Procurement Phase 2 (Estimated)		
8.	Confidential discussions	January 28, 2026- February 13, 2026
9.	Last day for selected Proposer to submit Cost Worksheet and Catalog of Offerings	February 20, 2026
Procurement Phase 3 (Estimated)		

Item No.	Action	Date and Time
10.	Negotiations and BAFO	February 27, 2026 – March 9, 2026
11.	Notification of SITEs Contract Award(s)	March 16, 2026

SECTION V: ADMINISTRATIVE INFORMATION

The following sections describe the administrative information that is relevant for this ITN.

A. General Terms

Any SITEs Contracts signed by the Proposers shall include the State’s applicable terms, as identified below:

- Information Technology – General Provisions Cloud – Computing Services, DGS PD 402-ITGP (Cloud). See <https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/IT-General-Provisions-Cloud-DGS-PD-402ITGP-Revised-02202025.pdf>
- State Model Generative AI (GenAI) Special Provisions. See <https://cdt.ca.gov/wp-content/uploads/2025/02/GenAI-Special-Provisions-January-2025.pdf>

B. Award Protest

This competitive procurement process does not include any provisions to protest either the process or resulting contract award(s). However, pursuant to PCC section §6611(d), an unsuccessful Proposer may file a petition for a writ of mandate in accordance with Code of Civil Procedure section §1085. The venue for the petition for a writ of mandate will be Sacramento, California.

C. American with Disabilities Act

For persons with a disability needing reasonable accommodation to participate in the procurement process you may contact the Procurement Officers identified in on page 1 of this ITN.

ATTACHMENT 1: COVER LETTER

Proposer's Company Legal Name:

Proposer's Company Address:

PROPOSER AGREES (YES/NO)	DESCRIPTION
	The Proposer agrees to the terms and conditions of this solicitation and accepts responsibility as the prime contractor if awarded the contract resulting from this solicitation.
	The Proposer agrees to the Mandatory Technical Requirements as specified in Section III.A.3.b of this Invitation to Negotiate (ITN).
	<p>The Proposer has completed and submitted the eVAQ application and has been deemed approved by OSTP.</p> <p><u>Proposer's OSTP approved eVAQ number:</u> _____</p>
	This form is signed by an individual who is authorized to bind the firm contractually. The individual's name must also be typed and include the title or position that the individual holds in the firm. An unsigned Cover Letter may be rejected.

x _____
 Signature and Date

x _____
 Name and Title of Signatory

ATTACHMENT 2: CONFIDENTIALITY STATEMENT

As an authorized representative or corporate officer of the company name below, I have the authority to bind the company contractually, and I agree that all persons employed by this company will adhere to the following policy:

All information belonging to the California Department of Technology (CDT) or its affiliated agencies is considered sensitive and confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all project information including (but not limited to) information concerning the planning, processes, development or procedures of the Statewide Agreement, and all communication with CDT or its affiliates related to any procurement process, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless CDT has on file a Confidentiality Statement signed by the other person(s), and the disclosure is authorized and necessary for the project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the project relating to the confidentiality of project information.

I fully understand that any unauthorized disclosure I make may be basis for civil and/or criminal penalties. I agree to advise the Contract Manager immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

I warrant that if my company is awarded the Contract, it will not enter into any agreements or discussions with a third party 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.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by an authorized CDT representative. If the materials are destroyed and not returned, a letter attesting

to their complete destruction, which documents the destruction procedures, must be sent to the Contract Manager before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the Contract period or the final payment, as determined by the contracting Agency/state entity.

All personnel assigned to this project shall be provided with a Confidentiality Statement and will be expected to sign and return it to the State's Contract Manager before beginning work on this project.

CONTACT INFORMATION AND SIGNATURE	
Representative Name:	
Phone Number:	
Email Address:	
Company Name:	
Address:	
City/State/Zip Code:	
Signature:	
Date:	

ATTACHMENT 3: PRODUCTIVE USE REQUIREMENTS

The productive use requirements protect the State from being an experimentalist for new Generative Artificial Intelligence (GenAI) tools, services, and productivity solutions (“GenAI Offerings”) having no record of proven consistent performance. The State will only accept proven GenAI Offerings.

The proposed GenAI Offerings must include only off-the-shelf software, tools or services that are currently supported by its original manufacturer or developer for at least the time specified below. No GenAI Offerings may be proposed, specified, or employed if the original manufacturer or developer has announced an end to support. The productive use requirements defined in this section do not apply to any portion of the custom GenAI Offerings developed for the State or to modifications to custom GenAI Offerings that was developed for the State under this Contract prior to proposed submittal and throughout Contract duration.

CUSTOMER IN-USE

The State requires each GenAI Offering proposed as part of an automated system to adhere to the following productive use requirements:

1. Must have been installed, licensed, subscribed, or provided in productive use for at least 3 entity customers at the enterprise level prior to final proposal submission,
2. Must have been paid for by entity customers external to the Proposer's organization;
3. Must be in use by each of the 3 paying entity customers for minimum of 6 months, and
4. Must be provided for a contract value of more than \$100,000 for each entity customer.

For the purposes of this requirement, “productive use” means that the GenAI offerings have been implemented in an operational business environment and used for legitimate business purposes beyond pilot, demonstration, proof-of-concept, or evaluation phases.

Design changes in required system control modules or in components critical to the processing requirements of the State's workload are also subject to the productive use requirement.

Increases or decreases in numbers of components or minor alteration in equipment, or minor modifications or updates to software, service or tool to provide improvements or features, to correct errors, to accommodate hardware changes or other similar modifications may be exempt from the productive use requirement at the sole discretion of CDT OSTP, if no changes in logic, architecture or design are involved.

CUSTOMER LIST FOR PRODUCTIVE USE REQUIREMENTS

The purpose of the Customer List for Productive Use Requirements is to provide the State with the option to verify the claims made in the proposal by the Proposer.

The Proposer must provide a Productive Use Customer List which indicates customers who presently have the proposed software, tool or service installed, licensed, subscribed or provided, and operating. The Productive Use Customer List must include: Customer Name, Project Name, and Name of software, tool or service, and the contact information (i.e. phone number and email). Customer Lists provided to CDT will be treated as confidential trade secret information pursuant to Government Code sections 7927.005, 7930.005, and 7930.205, and Evidence Code section 1060.

Additional supporting evidence of compliance with the productive use requirements may be requested at the discretion of CDT. Supporting evidence could include, but is not necessarily limited to, one (1) or more of the following:

1. Customer purchase order or Contract showing installation dates for subject software;
2. Acceptance document containing verification of installation by a paying customer;
3. Customer invoice for subject software, tool or service;
4. Shipping invoice or bill of lading;
5. Dated maintenance records;

6. Sworn notarized statement from an officer of the bidding firm and/or a paying customer;
7. State visit to the site of a paying customer.

The State will not consider exceptions to productive use requirements for this ITN.