

PURCHASING AUTHORITY NUMBER (if applicable) HCD-2240	REGISTRATION NUMBER AGREEMENT NUMBER 19-20-006
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- This Agreement is entered into between the Contracting Agency and the Contractor named below:  

CONTRACTING AGENCY NAME Department of Housing and Community Development
CONTRACTOR NAME GCR Inc.
- The term of this Agreement is: Start Date: September 24, 2019  
End Date: September 23, 2022
- The maximum amount of this Agreement is: \$ 943,964.80
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

EXH	TITLE	PAGES
A	Cloud Computing SaaS General Provisions Date: June 7, 2019	29
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Items shown with an asterisk (\*) (\*\*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents (\*\*) can be viewed at <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>

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

<b>CONTRACTOR</b>	<b>Department of Technology, Statewide Technology Procurement Use Only</b>
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) GCR Inc.	
CONTRACTOR AUTHORIZED SIGNATURE  <small>Angele C. Romig (Sep 23, 2019)</small>	DATE SIGNED Sep 23, 2019
PRINTED NAME AND TITLE OF PERSON SIGNING Angele C. Romig, Divisional CEO	
ADDRESS 2021 Lake Shore Drive, New Orleans LA 70122	
<b>STATE OF CALIFORNIA</b>	
CONTRACTING AGENCY NAME Department of Housing and Community Development	
CONTRACTING AGENCY AUTHORIZED SIGNATURE  <small>Cathy Parr (Sep 23, 2019)</small>	DATE SIGNED Sep 23, 2019
PRINTED NAME AND TITLE OF PERSON SIGNING Cathy Parr, Contract Office Manager	
CONTRACTING AGENCY ADDRESS 2020 West El Camino Avenue, Sacramento, CA 95833	
<input type="checkbox"/> Exempt per_	

B.M. Flores  
B.M. Flores (Sep 23, 2019)

Sep 23, 2019

**Exhibit H: Contractor's Final Response to ITN 2019-002 Solicitation, including replaced BAFO 1 and BAFO 2 (Revised)**

**Owner Occupied Reconstruction System Solicitation 2019-002**

**Contractor's Best and Final Offer (BAFO 1) Response Incorporated Documents**

1. BAFO 1 Administrative Requirements and Associated Required Exhibits
2. BAFO 1 Executive Summary
3. BAFO 1 Bidder Qualification Form (Exhibit N.1)
4. BAFO 1 Bidder Reference Form (Exhibit N.2)

**Owner Occupied Reconstruction System Solicitation 2019-002**

**Contractor's BAFO 2 (Revised) Response Incorporated Documents**

1. BAFO 2 (Revised) Executive Summary
2. BAFO 2 (Revised) Narrative Responses (Exhibit O)
3. BAFO 2 (Revised) Vendor Requirements (Exhibit P)
4. BAFO 2. (Revised) Vendor Deliverables (Exhibit Q)
5. BAFO 2 (Revised) Cost Worksheet (Exhibit R)

# Exhibit A: CLOUD COMPUTING SaaS GENERAL PROVISIONS

## CLOUD COMPUTING – SOFTWARE AS A SERVICE (SaaS) GENERAL PROVISIONS

THESE CLOUD COMPUTING – SOFTWARE AS A SERVICE GENERAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW, AND ANY ANCILLARY SERVICES. THE CLOUD COMPUTING SERVICES SPECIAL PROVISIONS (SOFTWARE AS A SERVICE) ARE INCORPORATED BY REFERENCE UNLESS SPECIFICALLY MODIFIED AND ATTACHED HERETO. THIS CONTRACT SHALL BE ACCOMPANIED BY A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA), IN ADDITION TO STANDARD EXHIBITS.

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### 1. DEFINITIONS:

Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.

- a) "**Application Program**" means a computer program that is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application Programs are developed or otherwise acquired by the User of the Hardware/Software system, but they may be supplied by the Contractor.
- b) "**Buyer**" means the State's authorized contracting official.
- c) "**Contract**" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
- d) "**Contractor**" means the business entity with whom the State enters into this Contract. Contractor shall be synonymous with supplier, vendor, Reseller, Service Provider, or other similar term.
- e) "**Customer**" means the State or an Eligible Public Entity using the Contractor's or the Service Provider's Services.
- f) "**Deliverables**" means the tangible products or works of authorship and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished that are incidental to the provision of Services.
- g) "**Documentation**" means manuals and other published materials necessary or useful to the State in its use or maintenance of the products and Services provided hereunder and includes online materials, virtual help, and help desk where available. In addition, manuals and other published materials customized for the State hereunder constitute Work Product as defined below.

- h) **“Eligible Public Entity”** means each of the non-State public entities authorized to purchase the Deliverables and Services offered hereunder. “Eligible Public Entity” includes the county, city, city and county, district, public authority, public agency, municipal corporation, or any other political subdivision or public corporation in the State. “Eligible Public Entity” also includes a federally-recognized tribal entity acting in its tribal governmental capacity.
- i) **“Goods”** means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer and telecommunications equipment).
- j) **“Hardware”** refers to computer equipment and is contrasted with Software.
- k) **“Information Technology”** includes, but is not limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interaction between people and machines.
- l) **“Maintenance”** includes: i) remedial maintenance performed by the Contractor which results from a Services failure and which is performed as required, i.e., on an unscheduled basis; and ii) the maintenance performed on a scheduled basis by the Contractor.
- m) **“Reseller”** means the agent(s) of the Service Provider or the business entity authorized by the Service Provider to resell the Services or perform aspects of this Contract as specified herein including, but not limited to sales, fulfillment, invoicing, returns, and customer service.
- n) **“Service Provider”** means the Contractor, subcontractors, agents, Resellers, third parties and affiliates of the Contractor, the cloud service provider, or managed service provider who may provide the Services agreed to under the Contract.
- o) **“Services”** means the cloud computing services, including Software as a Service (but not Infrastructure as a Service or Platform as a Service), and any related services, offered to the State by the Contractor herein.
- p) **“Software”** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including operating Software, Application Programs, and enabling software



("Software Products") that the State downloads to the State's systems to facilitate use of the Service.

- q) **"Software as a Service (SaaS)"** is the capability provided to the Customer to use applications made available by the Service Provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The Customer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- r) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- s) **"State Data"** means all data owned by the State, and submitted to, processed by, or stored by the Service Provider under this Contract and includes, but is not limited to, all data that originated with the State or Users, all data provided by the State or Users, and data generated, manipulated, produced, reported by or otherwise emanating from or by applications run by the State or Users on the Services. For clarity, State Data is synonymous with "Customer Data", "Customer Content", or similar terms, as used in various provisions of the service agreements and incorporated into the Contract and includes the following:
  - i. **"Non-Public Data"** means data submitted to the Service Provider, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that may be exempt by statute, regulation, or policy from access by the general public as public information.
  - ii. **"Personal Data"** means Personal Information as defined by the California Information Practices Act (Civil Code sections 1798 et seq.) submitted to the Service Provider.
  - iii. **"Public Information"** means any information prepared, owned, used, or retained by the State and not specifically exempt from the disclosure requirements of the California Public Records Act (Government Code section 6250 et. seq.) or other applicable state or federal laws. For clarity, "Public Information" is also interchangeable with "Public Data".

- t) **“Statement of Work” (or “SOW”)** means a document provided by the State which defines the timeline, and specifies the objectives, Services, Deliverables and tasks that the Contractor is expected to perform, their responsibilities and expectations, indicating the type, level and quality of service that is expected, all of which form a contractual obligation upon the Contractor in providing Services to the State. The SOW includes detailed technical requirements and pricing, with permitted modifications (“carve-outs”) to the SaaS General and Special Provisions.
- u) **“User”** means any authorized end user of the Services under this Contract and includes Customer’s employees, subcontractors, or any system utilized by the Customer to access the Services, whose compliance with the terms of this Contract is the responsibility of the Customer.
- v) **“U.S. Intellectual Property Rights”** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

## **2. CONTRACT FORMATION:**

- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with section 10290), 3 (commencing with section 12100), and 3.6 (commencing with section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

## **3. COMPLETE INTEGRATION:**

This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

## **4. SEVERABILITY:**

The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the

remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

**5. INDEPENDENT CONTRACTOR:**

Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

**6. APPLICABLE LAW:**

This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

**7. COMPLIANCE WITH STATUTES AND REGULATIONS:**

- a) The State and the Contractor warrant and certify that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California, including the California Information Practices Act (Civil Code sections 1798 et seq.). The Contractor agrees to indemnify, defend, and save harmless the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within reasonable time.
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

- e) To the extent that this Contract falls within the scope of Government Code section 7405, the Contractor will be responsible to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or Services. The State shall designate an authorized representative who will be responsible for submission to Contractor of complaints received by the State regarding the accessibility of Contractor's products and Services. Contractor shall be responsible to review and respond to all complaints regarding accessibility brought to the attention of the State. The State and Contractor shall work together to determine a reasonable response and resolution of all complaints. The State acknowledges that Contractor can satisfy its duty to respond to and resolve complaints under this provision by taking action it deems appropriate under the circumstances, which may in some instances include no further action beyond responding to the complaint.

#### **8. CONTRACTOR'S POWER AND AUTHORITY:**

The Contractor warrants that it has full power and authority to grant the rights herein granted and will reimburse the State for any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

#### **9. ASSIGNMENT:**

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably

prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

**10. WAIVER OF RIGHTS:**

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. Except as specifically set forth in Section 13 (Warranty) below, the rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

**11. ORDER OF PRECEDENCE:**

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) These Cloud Computing - Software as a Service General Provisions (In the instances provided herein where the paragraph begins: “Unless otherwise specified in the Statement of Work” provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, e.g., Purchase Order STD 65, Standard Agreement STD 213, FI\$Cal generated Purchase Order, etc., and any amendments thereto;
- c) The Cloud Computing Special Provisions – Software as a Service (hereafter referred to as, the “SaaS Special Provisions”), which are incorporated by reference unless specifically modified and attached hereto, and other Special Provisions;
- d) Statement of Work, including any specifications incorporated by reference herein;
- e) Cost worksheets;
- f) The Service Provider’s service agreement and attachments; and
- g) All other attachments incorporated in the Contract by reference.

**12. INSPECTION, ACCEPTANCE AND REJECTION:**

Unless otherwise specified in the Statement of Work:

- a) When acquiring SaaS, the State shall rely on Contractor’s existing quality assurance system as a substitute for State inspection and testing.
- b) For all other acquisitions, Contractor and its subcontractors will provide and

maintain a quality assurance system acceptable to the State covering Deliverables and Services under this Contract and will tender to the State only those Deliverables and Services that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance system or other similar business practices related to performance of the Contract.

- c) In the event any Goods or Deliverables furnished by the Contractor in the performance of the Contract should fail to conform to the requirements herein, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly without expense to the State.

### **13. WARRANTY:**

- a) Limited Warranty for Services. Unless otherwise specified in the Statement of Work, Contractor warrants that Services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and:
  - i. Services will be performed in accordance with the Contract; and
  - ii. All customer support for Services will be performed with professional care and skill.
- b) Duration of Limited Warranty. The limited warranty will be for the duration of State's use of the Services, unless the underlying Service Provider's warranty is shorter in duration, in which case the parties will specify the length of the applicable limited warranty in the Statement of Work. This limited warranty is subject to the following limitations:
  - i. any implied warranties, guarantees, or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
  - ii. the limited warranty does not cover problems caused by the State's accident, abuse or use in a manner inconsistent with this Contract or any applicable service agreement, or resulting from events beyond Contractor's reasonable control;
  - iii. the limited warranty does not apply to components of Software that the State may be permitted to redistribute;

- iv. the limited warranty does not apply to free, trial, pre-release, or beta Services; and
  - v. the limited warranty does not apply to problems caused by the State's failure to meet minimum system requirements.
- c) **Remedies for breach of Limited Warranty.** Unless otherwise specified in the Statement of Work, if Contractor fails to meet any of the above limited warranties and the State notifies Contractor within the warranty period, then the State's remedy and the Contractor's obligation will be re-performance, repair, replacement, or refund of fees paid. In the event the Contractor fails to re-perform, repair, replace, or refund fees paid for the products and/or Services as appropriate, the State may terminate the Contract.
- d) **Warranty for Software Products.** Any Software Products provided by the Service Provider shall be covered by the developer's consumer warranty that will be passed to the Customer.
- e) **DISCLAIMER OF OTHER WARRANTIES.** OTHER THAN THIS LIMITED WARRANTY, CONTRACTOR PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. CONTRACTOR DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR TITLE. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.
- f) Contractor shall ensure that the Service Provider shall apply anti-malware controls to the Services to help avoid malicious software gaining unauthorized access to State Data, including malicious software originating from public networks. Such controls shall at all times equal or exceed the controls consistent with the industry standards for such data, but in no event less than the controls that Contractor applies to its own internal corporate electronic data of like character.
- g) Unless otherwise specified elsewhere in the Contract:
  - i. The Contractor does not warrant that any Services provided hereunder is error-free or that it will run without immaterial interruption; and
  - ii. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from:
    - a. a modification made by the State, unless such modification is approved or directed by the Contractor,
    - b. use of Services in combination with software or services other than as

specified by the Contractor, or

c. misuse by the State.

h) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or Services.

#### **14. SAFETY AND ACCIDENT PREVENTION:**

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

#### **15. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature or the United States Congress, if applicable. If funds to effect such continued payment are not appropriated, the Contractor agrees to terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and minimize the incurrence of costs prior to the expiration of funding for this Contract.

#### **16. TERMINATION FOR THE CONVENIENCE OF THE STATE:**

- a) The State may terminate performance under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, or the Department of Technology, Deputy Director, Statewide Technology Procurement, or designee, as applicable, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof, which shall be no less than fifteen (15) days from the Notice of Termination date.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately stop work as specified in the Notice of Termination,



regardless of any delay in determining or adjusting any amounts due under this clause.

- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State except that in no instance shall the Contractor seek nor will the State pay for Services not utilized or costs not specified on an order for Services regardless of Contractors' liability or costs for materials, equipment, Software, facilities, or sub-contracts. The Contractor shall submit the proposal promptly, but no later than thirty (30) days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid or refunded as requested under subsection (c) above;
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience.
  - i. The State will pay the Contractor the Contract price for Services accepted or utilized by the State; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

#### **17. TERMINATION FOR DEFAULT:**

- a) The State may, subject to the clause titled "**18. Force Majeure**", by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
  - i. Perform the Services within the time specified in the Contract or any amendment thereto;
  - ii. Make progress, so that the lack of progress endangers performance of this Contract; or
  - iii. Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under subsection a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than thirty (30) days, unless

otherwise provided.

- c) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it. The State shall pay Contract price for completed and accepted Deliverables and Services.
- d) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled “**20. Limitation of Liability.**”

**18. FORCE MAJEURE:**

Except for defaults of subcontractors at any tier, and any Contractor responsibilities concerning disaster recovery and/or business continuity, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

**19. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**

- a) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any subsequent loss or damage sustained by the State in procuring any Deliverables or Services which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled “Limitation of Liability”); and
- b) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

**20. LIMITATION OF LIABILITY:**

- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, or the Department of Technology, Deputy Director, Statewide Technology Procurement, or designee, as applicable, Contractor’s liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this subsection a),

“Purchase Price” will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), “Purchase Price” will mean the total price of the purchase order for the Deliverable(s) or Service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.

- b) The foregoing limitation of liability shall not apply:
- i. to any liability under provisions herein entitled “Compliance with Statutes and Regulations”;
  - ii. to liability under provisions herein entitled “Patent, Copyright, and Trade Secret Indemnity” or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights;
  - iii. to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor’s negligence or willful misconduct;
  - iv. to costs or attorney’s fees that the State becomes entitled to recover as a prevailing party in any action; or
  - v. to direct costs of mitigation, remediation, and/or notification obligations set forth in the SaaS Special Provisions, resulting from any Data Breach as defined therein, and resulting from the Contractor’s failure to perform or negligent acts of its personnel.
- c) The State’s liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State’s sovereign immunity or any other immunity from suit provided by law.
- d) IN NO EVENT WILL EITHER THE CONTRACTOR OR THE STATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES, EXCEPT (I) TO THE EXTENT THAT THE CONTRACTOR’S LIABILITY FOR SUCH DAMAGES IS SPECIFICALLY SET FORTH IN THE STATEMENT OF WORK OR (II) TO THE EXTENT THAT THE CONTRACTOR’S LIABILITY FOR SUCH DAMAGES ARISES OUT OF SUBSECTION b) (i), b)(ii), OR b)(iv) ABOVE.

**21. INDEMNIFICATION:**

The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, Services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that
  - i. when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
  - ii. where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
  - iii. the State will reasonably cooperate in the defense and in any related settlement negotiations.

## **22. INVOICES:**

Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

## **23. REQUIRED PAYMENT DATE:**

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than forty-five (45) days after:

- a) the date of acceptance of Deliverables or performance of Services; or
- b) receipt of an undisputed invoice, whichever is later.

**24. TAXES:**

Unless otherwise required by law:

- a) the State of California is exempt from Federal excise taxes; and
- b) the State will only pay for any applicable State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

**25. CONTRACT MODIFICATION:**

- a) No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- b) Notwithstanding subsection a) above, service agreements may be modified by Contractor from time to time, but any such modifications will not degrade the functionality or security features of the SaaS. Service agreements shall be subject to section 11(f) Order of Precedence.

**26. CONFIDENTIALITY OF DATA:**

- a) All Customer Data made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure by use of the same or more effective confidentiality requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's confidentiality requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Any additional requirements to ensure confidentiality of data shall be set forth in the SOW. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties. Contractor shall sign a security and confidentiality statement. Contractor is responsible for

all Contractor personnel assigned to this Contract and will have appropriate agreements in place to enable Contractor to meet its obligations hereunder.

- b) The parties acknowledge information transmitted by the State to the Contractor and/or Service Provider may inadvertently contain Federal Tax Information (FTI). The State will use all reasonable efforts to prevent the transmittal of FTI to Contractor and/or Service Provider under this Contract. The State further acknowledges that the Contractor and/or Service Provider does not require any “access” to, or “receipt” or “storage” of FTI to perform the Services under the Contract. The Contractor and/or Service Provider further acknowledges that Contractor and/or Service Provider shall not knowingly access or permit access to such FTI, unless directed by the State. Access to FTI is out-of-scope of the Services. To the extent that Contractor’s and/or Service Provider’s access to FTI is “incidental” to Contractor’s provision of Services, it is the parties’ view that such incidental exposure should not legally subject Contractor and/or Service Provider to the Internal Revenue Service (IRS) requirements set forth in IRS Publication 1075, section 11.2. If, however, the IRS ultimately takes a contrary position, and determines that Contractor, Service Provider and/or the State should have nevertheless complied with the requirements of IRS Publication 1075, the parties will immediately commence an evaluation of the feasibility of continued performance under the Contract.

## **27. NEWS RELEASES:**

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

## **28. DOCUMENTATION:**

The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the equipment, Services, or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.

## **29. RIGHTS IN WORK PRODUCT:**

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, customized software, and other Documentation or improvements thereto, and including the Contractor’s administrative communications and records relating to this Contract (collectively, the “Work Product”), shall be the Contractor’s exclusive property. The provisions of this

subsection “a)” may be revised in a Statement of Work.

- b) Software, other components of SaaS, and materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order (“Pre-Existing Materials”) do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 29 will be construed to interfere with the Contractor’s or its affiliates’ ownership of Pre-Existing Materials.
- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. “Government Purpose Rights” are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. “Government Purpose Rights” also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State contractors, California local governments, the U.S. federal government, and the state and local governments of other states. “Government Purpose Rights” do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose. This subsection and the rights thereunder may be modified as required for federally funded SaaS pursuant to federal law or regulations, including, but not limited to, 7 CFR 277.18 and 45 CFR 95.617.
- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State, may be used by either party without obligation of notice or accounting.
- e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

### **30. SOFTWARE LICENSE:**

A Service may require the use of Software Products to facilitate use of the Service. Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a royalty-free, non-exclusive license to use the Software

Products in this Contract. The State may use the Software Products only in connection with use of the Service and according to any licensing terms if specified in a Statement of Work or otherwise in the Contract. Acceptance of Software (including third party Software) will be governed by the terms and conditions of this Contract.

**31. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:**

- a) The State agrees that all material appropriately marked or identified in writing as proprietary and furnished hereunder by the Contractor are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to ensure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act, or other lawful process (e.g., in response to a subpoena);
- b) The State will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed; and
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary materials and data, subject to the California Public Records Act and other applicable law.

**32. FUTURE RELEASES:**

Unless otherwise specifically provided in the Statement of Work, if improved versions (e.g., patches, bug fixes, updates or releases) or upgrades of any SaaS versions or Software Product are developed by the Contractor, and are made available to other customers, they will be made available to the State at no additional cost only if such are made available to other customers at no additional cost.

**33. ENCRYPTION AND AUTHORIZATION KEYS:**

Upon initiation of Service, Contractor will provide all encryption and authorization keys required by the State to operate or access the Software Products or Services.

**34. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from Software manufactured



by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section).

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- i. The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - ii. The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Software Products or Services, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall, subject to prior approval, permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Services, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Services by the State shall be prevented by injunction, the State shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge and the Contractor shall refund any sums the State has paid the Contractor less any reasonable amount for use or damage.
- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement

which is based upon:

- i. The combination or utilization of Deliverables furnished hereunder with Goods or Software not made or furnished by the Contractor; or
  - ii. The combination or utilization of Software or Services not made or furnished by the Contractor, and introduced into the States computing environment; or
  - iii. The modification initiated by the State, or a third party at the State's direction, of any Software or Service furnished hereunder; or
  - iv. The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of Software in violation of any U.S. Intellectual Property laws.

### **35. DISPUTES:**

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have thirty (30) days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written final decision. If a written decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of Services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in

writing, and shall be signed by the contracting Department Director, or designee. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a) above. The Department Director or designee shall have thirty (30) days to render a final decision. If a final decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- e) The dates of decision in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

**36. STOP WORK:**

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the called for by this Contract in the Statement of Work for a period up to forty-five (45) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of forty-five (45) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
  - i. Cancel the Stop Work Order; or
  - ii. Terminate the work covered by the Stop Work Order as provided for in the Termination for Default or the Termination for Convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the

Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

- i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - ii. The Contractor asserts its right to an equitable adjustment within sixty (60) days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

### **37. EXAMINATION AND AUDIT:**

The Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

### **38. FOLLOW-ON CONTRACTS:**

- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
- i. will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction;

and

- ii. will not act as consultant to any person or entity that does receive a Contract described in subsection (I). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
- i. development of or assistance in the development of work statements, specifications, solicitations, feasibility studies, or project approval documentation;
  - ii. development or design of test requirements;
  - iii. evaluation of test data;
  - iv. direction of or evaluation of another Contractor;
  - v. provision of formal recommendations regarding the acquisition of Information Technology products or services; or
  - vi. provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- i. to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
  - ii. where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public contractors by California law ("Conflict Laws"). In

the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

**39. PRIORITY HIRING CONSIDERATIONS:**

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC section 10353.

**40. COVENANT AGAINST GRATUITIES:**

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part and any loss or damaged sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided in law or equity.

**41. NONDISCRIMINATION CLAUSE:**

- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement; and

- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

**42. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC section 10296.

**43. ASSIGNMENT OF ANTITRUST ACTIONS:**

Pursuant to Government Code sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tender's final payment to the supplier;
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery; and
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and:
  - i. the assignee has not been injured thereby, or
  - ii. the assignee declines to file a court action for the cause of action.

**44. DRUG-FREE WORKPLACE CERTIFICATION:**

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free

Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a);
- b) Establish a Drug-Free Awareness Program as required by Government Code section 8355(b) to inform employees about all of the following:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code section 8355(c), that every employee who works on the proposed or resulting Contract:
  - i. will receive a copy of the company's drug-free policy statement; and
  - ii. will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

**45. FOUR-DIGIT DATE COMPLIANCE:**

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and Services to the State. "Four-Digit Date Compliant" Deliverables and Services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**46. SWEATFREE CODE OF CONDUCT:**

- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or



exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code section 6108; and

- b) The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

**47. RECYCLED CONTENT REQUIREMENTS:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no post-consumer recycled material, and even if the post-consumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of post-consumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

**48. CHILD SUPPORT COMPLIANCE ACT:**

For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully
- b) comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- c) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new

employees to the New Hire Registry maintained by the California Employment Development Department.

**49. AMERICANS WITH DISABILITIES ACT AND PUBLIC WEBSITE ACCESSIBILITY**

- a) The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.). The State is responsible for ensuring that public websites are accessible to both the general public and that internal electronic and Information Technology systems are accessible by state employees, including persons with disabilities. Contractor shall assist the State in meeting its responsibilities.
- b) In accordance with Cal. Gov. Code section 7405(b), the Contractor shall have an ongoing obligation to promptly respond to and resolve any complaint regarding accessibility of its electronic and Information Technology products and Services that is brought to the attention of the Contractor, pursuant to Section 7(e) above.

**50. ELECTRONIC WASTE RECYCLING ACT OF 2003:**

The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

**51. USE TAX COLLECTION:**

In accordance with PCC section 10295.1, the Contractor certifies that it complies with the requirements of section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC section 10295.1.

**52. EXPATRIATE CORPORATIONS:**

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC sections 10286 and 10286.1, and is eligible to contract with the State.

**53. DOMESTIC PARTNERS:**

For contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

**54. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a) If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within sixty (60) days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.); and
- b) If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within sixty (60) days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**55. LOSS LEADER:**

It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code. (PCC 12104.5(b)).

**STATE MODEL**  
**CLOUD COMPUTING SERVICES SPECIAL PROVISIONS**  
**(Software as a Service)**

**Exhibit B: CLOUDCOMPUTINGSERVICESSPECIALPROVISIONS**

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND SHOULD BE ACCOMPANIED BY, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). SECURITY REQUIREMENTS DESIGNATED IN THIS DOCUMENT ARE ASSUMING A NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) LOW CLASSIFICATION, UNLESS OTHERWISE SET FORTH IN THE SOW. A HIGHER CLASSIFICATION MAY REQUIRE DIFFERENT SECURITY REQUIREMENTS. STATE AGENCIES MUST FIRST:

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
- C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

**1. Definitions**

- a) **"Cloud Software as a Service (SaaS)"** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) **"Cloud Platform as a Service (PaaS)"** - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- c) **"Cloud Infrastructure as a Service (IaaS)"** - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- d) **"Data"** - means any information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.
- e) **"Data Breach"** - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- f) **"Encryption"** - Conversion of plaintext to ciphertext through the use of a Federal Information Processing Standards (FIPS) validated cryptographic algorithm. [FIPS 140-2]
- g) **"Recovery Point Objective (RPO)"** - means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO is detailed in the SLA.

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- h) "Recovery Time Objective (RTO)" - means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.

#### Terms

#### **2. SaaS AVAILABILITY:** Unless otherwise stated in the Statement of Work,

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work.
- c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
- d) Contractor shall provide advance written notice to the State in the manner set forth in the Statement of Work of any major upgrades or changes that will affect the SaaS availability.

#### **3. DATA AVAILABILITY:** Unless otherwise stated in the Statement of Work,

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work if the State is unable to access the Data as a result of:
  - 1) Acts or omission of Contractor;
  - 2) Acts or omissions of third parties working on behalf of Contractor;
  - 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
  - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.

#### **4. SaaS and DATA SECURITY:**

- a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:
  - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
  - 2) Compliance with the following:
    - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
    - ii. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request ;

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- iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Contractor's plan to correct any negative findings and implementation progress reports shall be made available to the State upon request; and
- iv. Privacy provisions of the Federal Privacy Act of 1974;
- 3) Compliance with industry standards and guidelines applicable to the SaaS services being provided. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.
- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
- c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.
- d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
- e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.
- f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance in writing by:
  - 1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
  - 2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer.

**5. ENCRYPTION:** Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

- 6. DATA LOCATION:** Unless otherwise stated in the Statement of Work and approved in advance in writing by:
- 1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
  - 2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer,

the physical location of Contractor's data center where the Data is stored shall be within the continental United States.

**7. RIGHTS TO DATA:** The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement,

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the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

### **8. TRANSITION PERIOD:**

- a) Unless otherwise stated in the SOW, for ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
- b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.
- d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.
- e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

### **9. DATA BREACH:** Unless otherwise stated in the Statement of Work,

- a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
  - 1) The nature of the Data Breach;
  - 2) The Data accessed, used or disclosed;
  - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
  - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
  - 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
- b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
- c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a

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security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.

- e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

**10. DISASTER RECOVERY/BUSINESS CONTINUITY:** Unless otherwise stated in the Statement of Work,

- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the State of:
  - 1) The scale and quantity of the Data loss;
  - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
  - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
  - 4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.
- b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

**11. EXAMINATION AND AUDIT:** In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:

- a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.
- b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
  - 1) Operating system/network vulnerability scans,
  - 2) Web application vulnerability scans,
  - 3) Database application vulnerability scans, and
  - 4) Any other scans to be performed by the State or representatives on behalf of the State.
- c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will



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provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

**12. DISCOVERY:** Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

## Exhibit C

### Statement of Work

#### 1.0 PURPOSE AND BACKGROUND

The California Department of Housing and Community Development is developing a new federally funded program named ReCoverCA to be managed through [www.RecoverCA.org](http://www.RecoverCA.org) which will provide federal disaster funds for owner-occupied reconstruction (OOR). The ReCoverCA OOR program will assist homeowners in rebuilding or rehabilitating their personal primary residence after a natural disaster.

The OOR Program will work directly with disaster impacted homeowners to help determine their eligibility for a Community Development Block Grant – Disaster Recovery (CDBG-DR) grant for gap funding to assist with reconstruction, and then assisting grant recipients through the reconstruction process. The OOR program will consist of program management, construction management, case management, and a financial management feature within the new software system.

Interested vendors are invited to describe how their software solution can help HCD carry out and meet the ReCoverCA owner-occupied reconstruction program needs. HCD is interested in a vendor who has a SaaS solution that is robust and user friendly with web-based portal technology. This SaaS solution shall allow HCD personnel and external users (e.g., applicants, project managers) to effectively link, track, manage, analyze, search and report all project information throughout a project's life cycle from initial homeowner's survey to full homeowner grant application through construction and closeout.

#### 2.0 CURRENT ENVIRONMENT

Currently, there is not a State run OOR Program in place, however, a Community Development Block Grant- Disaster Recovery (CDBG-DR) unit has been established to design and implement this program. The CDBG-DR unit is familiar with the requirements and future of the OOR program. Being a new program, there will be no data to convert or migrate.

#### 3.0 DESCRIPTION OF PROPOSED NEW SYSTEM

Per the HUD approved Action Plan (<http://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbg-dr/docs/March-2019-HCD-CDBG-DR-ActionPlan-APPROVED.pdf>) HCD is seeking to procure an already developed, in-use SaaS direct-assist web-based solution for the ReCoverCA OOR program that includes portal technology for grant application submission, management, status and award.

The solution will manage homeowner grants to disaster survivors to rebuild/reconstruct their homes, and potentially, reimburse homeowners for costs previously incurred due to the disaster. The solution will share data with the GMS. For further detail and illustration, Attachment 4 contains a diagram of the proposed OOR program workflow.

This solution must have been used by HUD grantees and monitored by HUD with all system related findings having been resolved.

#### 4.0 TERM OF AGREEMENT

The term of this Agreement shall commence on the Agreement Execution Date. The Agreement term will be three (3) years with an option for six (6), one-year (1) extensions. The optional years can be executed in variable increments.

The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the Effective Date which shall be the date the Agreement is approved by CDT, Statewide Technology Procurement. Any delivery of goods or performance of services by the Contractor that is commenced prior to the Effective Date shall be considered gratuitous on the part of the Contractor with no cost to HCD.

#### 5.0 CONTRACTS CONTACT

<b>Contractor – Contract Manager</b>	
Name, Title:	Angele C. Romig, Divisional CEO
Address:	2021 Lake Shore Drive, New Orleans LA 70122
Phone Number:	504) 304-2500
Fax Number:	(504) 304-2525
E-mail address:	aromig@gcrinc.com

<b>State – Contract Manager</b>	
Name, Title:	Sumi Smith, Chief Information Officer
Address:	2020 West El Camino Avenue, Sacramento, CA 95833
Phone Number:	916-263-6607
Fax Number:	
E-mail address:	Sumi.smith@hcd.ca.gov

#### 6.0 CONTRACTOR NAME CHANGE

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change HCD will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### 7.0 AMENDMENTS

Consistent with the terms and conditions of the solicitation, at the discretion of the State and upon mutual consent, HCD and the Contractor may execute amendments 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. Amendments to increase quantities of products/services shall be at the same rates identified in Exhibit R (Cost Workbook).

## 8.0 SOLUTION REQUIREMENTS

One hundred percent of mandatory requirements shall be met at complete implementation.

The new system is a portal for all users – including both program and project applicants/personnel and HCD staff – to submit, interact with, and manage project data and information. Detailed requirements are found in Exhibit P (Bidder Requirement Spreadsheet), and workflow view and task relationships can be found in Attachment 4.

As a high-level overview, the solution provided shall include the following:

- Creation, deployment, receipt and analysis of customizable full grant applications based on survey results by December 2019.
- Homeowner rehabilitation/reconstruction grant application, review, selection, reporting, oversight and data compilation
- Assignable workflow management
- Storage, search, and retrieval of project records and documents
- Calculate, complete and track Duplication of Benefits
- Management and tracking of project communications and grantee relationships
- Analysis of project data and report compilation
- Centralize and link all related program and project information and documents
- Aggregate accomplishments across projects and report on those accomplishments
- Data transfer with the State's new Grant Management System
- Standardize common practices and procedures
- Security functionality for protecting all Personal Identifiable Information (PII)

### 8.1 SYSTEM GENERATED GRANT MANAGEMENT REPORTING

System generated reports must include both formatted standard reports and the custom ad-hoc reports to address specific program reporting and research needs. Both types of reports should be exportable to file layouts such as excel, csv, rtf and pdf. All reporting fields must be exportable to the State's overall grant management system. Reporting fields include, but are not limited to, the following data:

- **Budget** – Summary and detail information for both budget totals and budget line items: encumbrances, balance remaining, pending funds requests, disbursements, disencumbrances, recaptured funds, total spent in Year to date and Inception to Date.
- **Financials** – Financial transaction reporting with summary reports
- **Grantee Data** – Primary and secondary contacts, certifications, total funding encumbered, total spent, total at risk
- **Environmental Review** – Environmental Review Record status (Exempt, Pending, Complete) and whether mitigations are required and, if so, what type – flood, coastal, project design, cultural, fire, noise, air quality, etc.
- **Project Milestones** – Milestones met on time or late, milestones pending and sortable
- **Demographics** – Must be able to be collected by individual, household, and area: race, ethnicity, income, head of household (female and/or senior) household size, multiple families in single household, disability, presumed benefit (senior, homeless, victim of domestic violence, at risk youth)

- **Accomplishments** – Housing units, persons served, urgent need, mitigation, non-mitigation
- **Grant data** – Grant year, funds tracking, expenditure terms, expiration terms
- **Loan data** – Loan year, loan program, amortization and/or regulatory agreement, long term monitoring requirements, audit data

## 9.0 CLOUD PROVISION

The cloud service must be from one of the providers listed on the California State Contract web site such as Microsoft Azure, Amazon Web Services Cloud, or IBM Cloud Services.

<https://cdt.ca.gov/services/off-premises-cloud/>

Cloud service may also be vendor-hosted if the provider is listed on the California State Contract web site found here:

<https://cdt.ca.gov/services/calcloud-vendor-hosted-subscription-services-vhss/>

Cloud facility service shall have 99.9% uptime. (MS Azure & Amazon AWS meet this).

The system and cloud service must adhere to the guidelines set forth in the State Administrative Manual (SAM) 4983/4983.1 and Cloud First Policy (TL14-04).

<https://www.dgs.ca.gov/Resources/SAM/SAMTOC>

<https://cdt.ca.gov/wp-content/uploads/2017/03/TL-14-04-Cloud-Computing-Policy.pdf>

The designated Cloud Service Provider will maintain all Hardware for the System.

## 10.0 STATE ROLES AND RESPONSIBILITIES

HCD recognizes that the success of this project will require that HCD coordinate closely with the contractor to resolve potential issues and provide timely feedback and support. HCD commits to a next business day turn-around time for questions and minor decisions. Change requests will be reviewed and either approved or returned to the Contractor for revision within two to four business days of receipt. HCD will provide three points of contact to help respond to issues and promote timely response to issues. The contacts will include the following roles:

- **HCD Project Manager:** The HCD project manager will be the primary lead contact on the project and will be responsible for:
  - Reviewing and responding to project materials and change requests.
  - Reviewing weekly progress reports, and all department update materials, and request changes and prioritization as appropriate
  - Circulating requests and information needing Contract Manager approval
  - Coordinating with HCD program staff and the Contractor to schedule and implement system trainings for internal HCD staff as well as external user training for Applicants.
  - Managing the internal components of the Organizational Change Management process and provide a lead contact for HCD staff impacted by the new system.

- **HCD Assistant Project Manager:** The HCD assistant project manager will provide back-up and project implementation support to the HCD project manager and will act as a secondary contact in the event that the project manager is temporarily unavailable. The HCD assistant project manager will be responsible for coordinating internal meeting schedules and tracking requests for information and other responses required from HCD.
- **Contract Manager (HCD CIO):** The Contract Manager will have signing authority on change requests as well as decision authority over changes that impact the project budget or that substantially alter any of the required functionality in the project. Communication with the Contract Manager will be managed through the HCD Project manager and HCD assistant project manager.

## 11.0 CONTRACTOR ROLES AND RESPONSIBILITIES

Contractor's Project Manager will be the primary point of contact for the State. The Contractor's Project Manager and designated team members shall be responsible for providing progress updates against the in-progress requests during the weekly meeting as well as in the weekly progress report to HCD. Any change orders must be approved in writing by the Contract Manager. Contractor commits to a next business day turn-around time for questions and requests for information. Change requests returned for revision will be reviewed and either disregarded or resubmitted to HCD for approval within two business days of receipt.

The Contractor shall facilitate Department update conference calls and on-site meetings with HCD on a periodic basis, with an agreed upon frequency. The Contractor will prepare a project work plan with a clear weekly progress report component and conduct weekly status meetings. Contractor shall prepare agendas; action item lists and disseminate the meeting minutes as appropriate. Meeting agenda should be circulated twenty-four hours prior to the meeting. This is mandatory for any meeting that includes HCD Executive Leadership. At a minimum, the following agenda shall be covered in the weekly status meetings:

- Status of high-priority items (to be determined in conjunction with the HCD Contract Manager)
- Discussion of open questions or issues
- Discussion of potential risks
- Decision log, change management log, risk registry
- Change Control log (tracking all change requests)

Contractor's Project Manager will document deliverables for Contractor and HCD review and approval, at a minimum, weekly and will include:

- Decision Logs
- Change Control logs (tracking all change requests)
- Project implementation plan and schedule, the plan needs to include a high-level summary with a detailed plan, schedule and proposed changes to the timeline.

The Contractor shall complete a Deliverables Expectation Document (DED for HCD review and approval. The DED form is provided as Attachment 2 to this Statement of Work (SOW). For each deliverable, the parties will agree ahead of time on deliverables specification and

acceptance criteria, which the Contract shall document on a DED. The deliverable will address all components required by the Contract.

#### Key Contractor Staffing

- Contractor's Project Manager
- OOR Subject Matter Expert
- Executive Sponsor
- Lead Tester
- Lead Developer

## 12.0 ESCALATION PROCESS

The Escalation Process is designed to ensure that all parties are notified and updated with current status information from the moment a service problem is discovered to resolution. All status updates required through this process shall include at a minimum, issue status, approach being taken to resolve the identified issue, service impact, service impact risk, and estimated time for issue resolution. The following escalation process shall be followed for technical support problem and issue resolution:

The following process is for Severity 1 issues only, as defined in Section 12.1, Severity Definitions.

When the Contractor or HCD discovers a service problem, the Contractor gathers the details of the problem and opens a service request (ticket) for the service problem. HCD shall notify the Contractor when it discovers a service problem, by either email or telephone. The Contractor acknowledges the problem by email sent to HCD with a unique ticket number. All subsequent responses related to this service problem shall contain the Contractor assigned ticket number included in the email. Problems shall be resolved within two (2) hours by the Contractor. If the problem is complex or involves additional troubleshooting, HCD shall be notified, and provided a status update, including any actions taken.

### A. First Level Escalation

If after two (2) hours of effort the Contractor has not resolved the problem, the Contractor shall assign the appropriate level of personnel that will resolve the problem within 1 hour. If the issue is still not resolved at the three (3) hour mark, Contractor contacts HCD with a status update.

### B. Second Level Escalation

If the problem has not been resolved within three (3) hours, the Contractor shall assign a team leader to evaluate and revise the initial resolution approach to resolve the problem within one (1) hour.

### C. Third Level Escalation

If the problem has not been resolved within four (4) hours, the Contractor's team leader shall escalate the ongoing problem to the Contractor's Executive Management. HCD will notify the assigned Executive Management to discuss the ongoing problems and the potential for HCD invoking its rights and remedies under the Agreement.

For Severity 2 issues as defined in Section 12.1, Severity Definitions, the Contractor shall follow the same escalation process above, except for the notification times which are as follows:

- First Level Escalation: After four (4) hours
- Second Level Escalation: Within (6) hours
- Third Level Escalation: Within eight (8) hours

For Severity 3 issues as defined in Section 12.1, Severity Definitions, the Contractor shall follow the same escalation process above, except for the notification times which are as follows:

- First Level Escalation: After eight (8) hours
- Second Level Escalation: Within twelve (12) hours
- Third Level Escalation: Within twenty-four (24) hours

For Severity 4 issues as defined in Section 12.1, Severity Definitions, the Contractor shall follow the same escalation process above, except for the notification times which are as follows:

- First Level Escalation: After twenty-four (24) hours
- Second Level Escalation: Within three (3) calendar days
- Third Level Escalation: Within seven (7) calendar days

## **12.1 SEVERITY DEFINITIONS**

The service problem reason shall be based on the following severity definitions:

### **a. Severity 1: Service Unavailable**

HCD is experiencing a service-interrupting issue exclusively due to Contractor products or services. Business operations cannot continue, the operation is mission-critical to the business, and the situation is an emergency as determined by HCD.

A Severity 1 service problem has one or more of the following characteristics:

- Services are not accessible to one or more end-user customer, and HCD has determined that it is not an HCD related cause.
- Severe service impacting issues are determined by HCD to be related to the Contractor's services, equipment, cabling or connectivity.

Contractor's Responsibility to Severity 1:

The Contractor shall work 24x7 until the issue is resolved. The Contractor shall be assigned an HCD contact during this period to assist with data gathering, testing, and applying fixes.

### **b. Severity 2: Service Impaired**

HCD is experiencing system impairment or quality issues directly related to Contractor equipment or services. The issue is impacting normal business operations, and there is no workaround.



Contractor's Responsibility to Severity 2:

The Contractor shall work during business hours (at least 8am until 5pm) until the issue is resolved. The Contractor shall be assigned an HCD contact during this period to assist with data gathering, testing, and applying fixes.

**c. Severity 3: Bug or Non-conformity**

HCD is experiencing degradation of performance in the system. There is a workaround, and while it may be an inconvenience, the result does not severely impede the operation of business.

Contractor's Responsibility to Severity 3:

The Contractor shall work during business hours (at least 8am until 5pm) until the issue is resolved. The Contractor shall be assigned an HCD contact during this period to assist with data gathering, testing, and applying fixes.

**d. Severity 4: General Support Request**

HCD has "how-to" questions, configuration changes, or new feature requests. The result does not impede the normal business operation.

Contractor's Responsibility to Severity 4:

Contractor shall follow the escalation process provided in Section 12.0, Escalation Process.

**e. The Contractor shall adhere to the following for a service problem workaround:**

1. A workaround is a temporary fix to either an Equipment or Software deficiency such that core business functionality is restored and there are no significant impacts that prevent the business from operating as intended. All workarounds shall be approved by HCD, in writing, prior to implementation.
2. HCD does not anticipate that suitable workarounds will be available for Severity Level 1 or Severity Level 2 deficiencies. However, HCD is willing to consider workarounds suggested by the Contractor for these Severity Levels on a case-by-case basis.
3. A workaround for a Severity Level 1, Severity Level 2, or Severity Level 3 deficiency, if approved by HCD, shall result in a reduction of the Severity Level by at least one (1) level. The written approval provided by HCD shall note the reduction of Severity Level(s).
4. All workarounds approved by HCD shall be identified, approved, and implemented within the identified Severity Level. The ultimate resolution or correction of the deficiency shall be implemented within the timeframes of the Escalation Process associated with the Severity Level that is specified at the time of HCD's approval of the workaround.

### **13.0 CHANGE CONTROL PROCEDURES**

The Contractor shall coordinate in advance the scheduling of all HCD software releases. The Contractor shall establish and maintain a software request for change process.

The Contractor shall submit an HCD Request for Change Form, attached to this SOW as Attachment 3 at least 21 days in advance of proposed change implementation for HCD review and approval or rejection. In case of emergency request for change, the Contractor must notify the HCD Contract Manager for additional instructions.

The Contractor shall provide HCD with the request for change document containing finalized scope, estimated hours, and the schedule. The HCD Project Manager will review, prioritize project tasks, and the Contract Manager will approve the request for change document. The Contractor shall be responsible for providing progress updates against the in-progress request for changes during the weekly meetings as well as in the weekly progress report to HCD. All requests for change must have prior approval by the HCD Contract Manager.

### **14.0 TASKS AND DELIVERABLES**

Specific tasks related to the scope include the following:

1. Project kick-off
2. Project Management – Subject to the HCD approved implementation plan, progress meetings will include Contractor prepared detailed agendas and meeting minutes as appropriate. The Contractor shall prepare a progress report and conduct weekly status meetings with the state. The HCD Project Manager and Contractor will work together to define the scope.
3. Analysis and Design – The Contractor shall work with HCD and the State to complete the gap analysis of needs and formulate System configuration and development needs into a final needs-based design plan. The Contractor must document functional and non-functional requirements to be reviewed and approved by HCD.
  - a. Data Dictionary – The Contractor shall work with HCD, GMS system, and any other related system to develop a consolidated data dictionary, data mapping, and governance structure. This data dictionary shall be consistently updated for the duration of the contract.
  - b. Portal Design & Implementation - The end user internet portal for RecoverCa.org will be designed with HCD's Communication team and implemented. (Implementation deadline).
4. Quality Management - The Contractor shall be responsible for the professional quality, and timely completion of all activities to be executed under the Agreement and shall maintain quality assurance logs to be submitted weekly to the HCD Project Manager for review and approval. Contractor deliverables shall include the Quality Assurance Plan.
5. Training – The Contractor will provide role-based training for all impacted HCD Staff, both business and technical users, and external users carrying out the program management

such as case managers, who will assist applicants in using the system. The Contractor will create role-based training plans. All plans, schedules, and documents including training materials, user guides and desk manuals created by the Contractor will be reviewed and approved by HCD.

All deliverables defined in Exhibit Q Deliverables Table, will become property of the state upon contract completion. The Contractor will complete the following:

**a. Pre-Go-Live:**

Train up to 15 program staff

Create a training plan that includes the following:

- A roadmap with a schedule of training activities;
- A description of the types of training that will be conducted for the End User, System Administrator, Help Desk, Train-the-Trainer, Applicants, etc., the projected number of people to be trained and their job function, and the level of training required for each;
- A description of all training modes such as webinars, hands-on/classroom, regional workshops, online tutorials, help screens, etc. and their technical platforms;
- Develop and provide all training resources, including technical environments, class materials, process flows and procedures, user manuals, quick reference guides, online tutorials, help screens and other training aids;
- Update training materials and system and support documentation to reflect changes as they occur;
- Develop and implement evaluation and attendance tools;
- Monitor ongoing training results and make training improvements as needed.

**b. Post-Go-Live:**

Provide training for application changes;

Update training materials and system and support documentation to reflect changes;

6. Implementation - The Contractor shall be responsible for providing support to HCD during the implementation of any new or enhanced software components developed under the Agreement.
7. Project Closeout - Upon complete system implementation the Contractor shall comply with the project completion criteria below:
  - The Contractor and HCD shall conduct a project closeout meeting, at which time the Contractor shall submit to the HCD Project Manager a concluding status report indicating that all work and deliverables have been successfully completed according to the requirements defined.
8. Support and Maintenance - Support and maintenance of system and any upgrades shall be part of the maintenance duties that are part of this Statement of Work.

## **15.0 DELIVERABLE ACCEPTANCE CRITERIA**

All concluded work shall be submitted for review and acceptance or rejection to the HCD Project Manager through the use of the Deliverable Acceptance Document (DAD). The Contractor shall provide an approved DAD, which will be signed by the HCD Project Manager upon completion of a deliverable as listed in Exhibit Q Deliverables Table. Signed acceptance is required from the HCD Project Manager and Contract Manager before submitting an invoice for payment. Refer to Section 11.0 Contractor Roles and Responsibilities, for identification of the individual required to sign for acceptance of deliverables under this Agreement. Deliverables rejected by the Contract Manager will be governed by the Corrective Action Plan.

## **16.0 UNANTICIPATED TASKS**

The Agreement amount includes a limited budget for unanticipated tasks within the scope of the Agreement. The limited budget is fixed and not to exceed ten percent (10%) of the base contract amount. These funds may be used at HCD's discretion. Unanticipated tasks will be contracted on an as-needed basis and shall be optional throughout the base term of the Agreement. Work for unanticipated tasks will be assigned and agreed to in writing by the Contractor and HCD via a Work Order Authorization (WOA) before the work can commence. The WOA form is provided in Attachment 5, Work Authorization Form. The rates for unanticipated tasks shall not exceed the original bid rates listed in Cost Workbook Exhibit R – Unanticipated Tasks Budget.

### **16.1 WORK ORDER AUTHORIZATION**

During the course of the Agreement, HCD may specify additional Statement of Work to be completed by the Contractor.

- a. All work identified in the Statement of Work shall be initiated using Work Order Authorization (WOA). Each WOA shall include a description of the task and deliverable and the number of estimated hours, by person, to complete the work.
- b. The additional statement of work may include but not limited to additional services, value-add feature, new technology product, enhanced service offering, and expansion of capabilities.
- c. The Contractor will not begin work on a deliverable until HCD and the Contractor's Project Manager have approved the WOA's deliverables. The start of work will occur upon the start date of the WOA or upon approval by the Contract Manager whichever occurs later.
- d. All work performed pursuant to a WOA shall be subject to the terms, conditions, and requirements of this Agreement.

## **17.0 DATA HANDLING AND OWNERSHIP**

Data will be secured and protected using standards and best practices. Please see the attached ITN Resource Links document.

HCD owns the data stored within the System.

Any data changes made within the system will be reflected in the system in real-time.

The Systems covered by this Invitation to Negotiate (ITN) contain information that HCD considers confidential. Accordingly, information contained within the System may not be disseminated, sold or disclosed.

HCD may require that the Contractor, as well as any authorized subcontractor(s), execute an HCD approved confidentiality agreement (Exhibit I).

## **18.0 SECURITY**

It will be a violation of the provisions of the Agreement for the Contractor or Contractor's employee(s), or any Subcontractor or employee thereof, to remove or alter any record or copy for any purpose other than a backup of on-line data as provided herein.

Should it be determined that any equipment or software used by the Contractor under the terms of this Agreement is damaged, it shall be the Contractor's responsibility to repair or replace the software or equipment, without cost to HCD.

The System shall adhere to the security guidelines and policies stated in the following attached documents:

SAM – INFORMATION SECURITY (Office of Information Security) 5300 -  
<https://www.dgs.ca.gov/Resources/SAM/SAMTOC>

NIST Special Publication 800-53, Security and Privacy Controls for Federal Information Systems and Organizations -  
<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>

FIPS PUB 199, FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATION –  
<https://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.199.pdf>

## **19.0 DISASTER RECOVERY**

The Bidder's disaster recovery plan must be implementable and must include:

- Contractor shall provide Backups Daily (Based on a Pacific Time Zone)
- For disaster recovery purposes, there shall be multiple backups (2 or more) in different physical geographical locations within the continental U.S.
- The backups and restores shall be tested on a regular basis.
- Business Continuity - In case of a disaster business must resume within 24 hours.
- Bidder's processes and procedures for the disaster recovery of the system
- Coordination with HCD Communication with HCD stakeholders

## **20.0 COMPATIBILITY AND INTERFACE**

The system shall interface with existing financial and grant management applications. Interface properties will be determined based on application capabilities.

An onsite gateway server should not be required to interface with the System provided by the Contractor.

## **20.1 API (Application Program Integration)**

The OOR developer must request the API's from our GMS application to successfully integrate the OOR application with the GMS application. The OOR developer must provide their own API's to integrate with HCD's GMS application. The API's shall be used to integrate the two software systems to optimize efficiency between the OOR and GMS applications. The OOR developer must use the GMS API's to extend their web applications to push and pull data into and from the GMS application. The data sync process shall be automated. Multiple web browsers such as Internet Explorer and Google Chrome must be supported in the OOR and GMS production environment. All data traffic between the OOR and GMS applications must be secured and if possible, encrypted. API testing must be completed before integrating the production OOR and GMS applications.

## **20.2 Reporting**

Solution(s) system data should be extractable by third party reporting tools like Power BI, Crystal reports or Oracle reports. Though COTS systems provide out of the box reporting capabilities, some reports may require access to multiple systems. The data should be in a readable format and not encrypted.

## **21.0 SYSTEM IMPLEMENTATION GUIDANCE AND APPROACH**

The Contractor will work with HCD to identify and understand its processes and procedures in order to provide advice on the best ways to integrate those processes and procedures with the proposed software solutions. This includes advising on System best practices, providing guidance on enhancing and automating processes and procedures based on software capabilities, and consulting on how to overcome identified challenges of current practices and procedures by utilizing the software capabilities. See the Bidder Requirements Spreadsheet, Exhibit P for details.

The Contractor will prepare an implementation plan for review and approval by HCD. The implementation approach shall result in minimal impact to existing HCD operations – staff outside of key project management and support staff should not be adversely impacted by the design and implementation of the System with the exception of staff training and system testing. The Contractor will include offsite and onsite Contractor staffing expectations in the implementation plan.

## **22.0 TECHNOLOGY REFRESH**

The Contractor will coordinate all software updates and upgrades with HCD. All software updates and upgrades shall be scheduled in advance so as to eliminate or minimize disruption to HCD and any other users of the system.

Change notes/documentation shall be provided to HCD prior to implementation.

Training will be administered by the Contractor. Training shall be included for any major update that will change workflow processes or navigation in the System.

Technology refresh shall include updated technology requirements from HUD, including, but not limited to:

- a. Updates regarding the handling of personally identifying information (PII) data
- b. Updated reporting requirements, such as new national objectives, new area benefit data, and update fund management requirements
- c. Updated standard HUD forms (if formatted forms are available)
- d. Updates to the federal program reporting systems and interfaces

Contractor is responsible for remaining current on technological changes in federal program management requirements. The contractor and HCD will negotiate implementation of technology refreshes through the work order authorization process.

### **23.0 SYSTEM TESTING AND ACCEPTANCE PROCEDURES**

The Contractor shall produce a Quality Assurance Plan to include a test strategy, test plan, test scripts, and acceptance test procedures that will be reviewed and approved by HCD.

The System must include a test environment. The user acceptance testing environment shall be refreshed with production data as requested by HCD.

The Contractor and HCD will work together to develop test cases and test scripts (including User Acceptance Testing), which will be reviewed and approved by the HCD Project Manager. The Contractor shall submit the test/performance results in a readable report. The Contractor will ensure that each test cycle is completed with no blocker, critical, or major defects before moving to the next testing phase.

The Contractor must trace test scripts and testing results to the requirements.

#### **23.1 ACCEPTANCE TESTING**

The Contractor must conduct user acceptance testing sessions on-site. The Contractor shall be required to facilitate user acceptance testing on any new or enhanced software components developed under this Agreement as approved by the HCD Contract Manager.

Acceptance testing is intended to ensure that the services acquired under this Agreement result in successful and continued satisfactory levels of performance throughout the term of this Agreement. The products and services acquired shall conform to HCD's requirements in this Agreement, while meeting performance standards and warranties.

The Contractor will ensure that each test cycle is completed with no blocker, critical, or major defects before moving to the full system acceptance phase.

#### **23.2 FULL SYSTEM ACCEPTANCE**

"Full system acceptance" is defined as 30 continuous calendar days of error-free processing following complete system implementation.

"Error-free processing" means the installed System is operating in a manner meeting all of the technical requirements of this Agreement, with no work-around or manual intervention required, and free of errors deemed by HCD to be of Severity levels 1, 2, and 3, as defined in Section 12.1, Severity Definitions. Severity level 4 errors will not impede full System acceptance.

## **24.0 CORRECTIVE ACTION PLAN**

HCD will be the sole judge of the acceptability of all work performed, all work products produced, and services provided by the Contractor. Should the work performed, or products or services produced by the Contractor fail to meet the Agreement requirements, the following initial process will be employed, except as provided otherwise in the Agreement:

1. HCD will notify the Contractor in writing within ten (10) business days after discovery of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
2. The Contractor will, within five (5) business days after initial problem notification, respond to HCD by submitting a written detailed explanation describing precisely how the identified services and/or products adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products.
3. HCD will, within five (5) business days after receipt of the Contractor detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If HCD rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) business days of notification of rejection.
4. HCD will, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor.
6. If a Contractor project component or deliverable is rejected three (3) times by HCD, the Cure Notice process will follow.

## **25.0 CURE NOTICES**

HCD will issue a written cure notice to inform the Contractor in the event the Contractor fails to meet an Agreement requirement or performance requirement. The cure notice will give the Contractor ten (10) calendar days to remedy the identified condition or deficiency. If the condition or deficiency is not corrected to HCD's satisfaction within this period, the Contractor may be declared in material default by HCD and HCD may exercise its various rights and remedies under the Agreement, up to and including terminating the Agreement.

### **25.1 TRIGGERS FOR A CURE NOTICE**

Cure notices may be triggered by the any of the following conditions, or other conditions that arise in Contractor's performance of the Agreement:

1. The Contractor continues to miss agreed-upon deadlines or fails to follow the Escalation and/or Corrective Action Plan processes;
2. Demonstrable evidence exists that the work is not being accomplished in accordance with the terms hereby;



3. Quality of deliverables does not meet HCD's standards;
4. The Contractor is non-responsive to HCD requests;
5. The system suffers consistent and severe deficiencies such that the system is not, in the HCD's subjective opinion, meeting HCD's needs or satisfying the Contractor's requirements under the Agreement.

## **26.0 TRAINING**

There will be a variety of different users with different roles and permissions. This includes internal HCD users, such as system administrators, super users, grant managers, and reviewers, and external users, such as, project managers, and reviewers. The Contractor must provide a training environment that is separate and apart from the user acceptance environment and production environment. The contractor must be able to train and provide support for system administrators on the full scope of the System and train and provide support for staff users on how to utilize the System and facilitate HCD's workflow as applicable to their roles. Additionally, the contractor must be able to provide instructional documentation for the System that can be customized, as needed, for the other user types and their more limited roles and permissions.

Training, ongoing support, and instructional documentation may be in the form of one-on-one training, as needed and appropriate; manuals; instructional videos; user groups or contractor-led discussion boards; or other. HCD shall have the right to approve the method of training, support, and the forms of documentation. All users must have access to training and instructions to complete basic functions through the system, including, logging in, completing forms, uploading documentation, submitting forms and documentation, and initiating and responding to System managed communications.

All training methods and materials must be approved by HCD. Training to be provided to the following:

1. HCD external users - at least two (2) two webinars for external user training to be posted to HCD's website and linked to the System portal.
2. Approximately 15 HCD internal end users. Scheduling of these training sessions to be reviewed and approved by HCD.
3. Up to five (5) system super users. Duties may include, but not limited to:
  - a. HCD's first line of support for System issues for both our internal and external users.
  - b. Liaise with the contractor to maintain the reporting and dashboard infrastructure for the organization
  - c. Interacts with users and evaluates System issues
4. Three (3) HCD product administrators. The duties of these product administrators may include but not be limited to:
  - a. Sets up administrator and user accounts

- b. Provides advice and training to end-users
- c. This is a hands-on, senior technical position with Subject Matter Expertise (SME) on the implemented System
- d. Liaise with the contractor to plan and coordinate testing changes, upgrades, and new services, ensuring Systems will operate correctly in current and future environments
- e. Liaise with the contractor for problem management activities such as issue resolution and root cause analysis

## **27.0 MAINTENANCE, OPERATIONS, PERFORMANCE**

The Contractor shall be responsible for System stability during the term of the Agreement. Within the Maintenance & Operations (M&O) Plan, service level and performance level requirements shall establish clear relationships between HCD and the Contractor, set service goals, and provide a framework for continuous analysis and improvement. The service level and performance level requirements also establish key performance indicators that shall be used to demonstrate the effectiveness of a service. By tying performance to measurable metrics, HCD and the Contractor shall find it easier to identify service performance problems.

The System should not suffer degradation of service during system backup or maintenance functions.

A copy of the most current HCD production data must be transferred or backed-up to an HCD designated network location or locations on an agreed schedule to be approved by HCD's Project Manager. All HCD data, whether residing in the cloud, on Contractor's equipment, or on HCD's designated backup network location, is and shall be at all times remain the sole property of HCD.

### **27.1 MAINTENANCE & OPERATIONS SERVICES**

The Contractor shall perform M&O Services within the contractually agreed upon service and performance levels for the period of performance during the Agreement term identified in SOW Section 4.0 Term of Agreement. The Contractor shall perform operational activities which include installing, configuring, managing and monitoring the services, System, equipment, and software that comprise the OOR solution. The Contractor shall perform preventive maintenance such as repair and testing of application defects, application tuning, component upgrades, and database reorganizations. The Contractor shall test Acceptance procedures, and the Contractor's Quality Assurance changes to the environment as described in SOW Section 23.0, System Testing and Acceptance Procedures. The Contractor shall actively monitor, manage and operate the system availability, performance, and capacity. The Contractor shall be transparent with the operations of the System by reporting system status verbally, in writing, and through automated tools to the State. The Contractor shall be responsible for updating the Data Dictionary with any changes that are made Post-Go-Live.

## **28.0 HELP DESK**

Contractor shall provide System support via phone, email, and online to be available during standard business hours – Monday through Friday 7 am to 6 pm Pacific Time, excluding federal holidays.

The Contractor will provide Help Desk support for System related issues and queries while HCD staff manage program related issues and queries.

### **29.0 SERVICE LEVEL AGREEMENTS (SLAS)**

Contractor must ensure 99.9% uptime of the system at all times.

Contractor must provide written description of any major outages (including description of root-cause and fix) resulting in greater than 1-hour of unscheduled downtime per incident within a month. For additional information regarding SLAs, please see Appendix B Legal Provisions and Other Requirements.

### **30.0 PROJECT PAYMENT TERMS**

In accordance with Public Contract Code, §12112, the State will withhold, from each invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of the payment per the SOW.

The payment schedule for the OOR system implementation is deliverables-based except for Maintenance and Operations and Help Desk services which are paid monthly in arrears at the rates indicated in Cost Worksheet #7

### **31.0 SELECT LEGAL PROVISIONS AND OTHER REQUIREMENTS**

Select legal provisions and other contractual requirements that will be incorporated into the Agreement are set forth in Exhibit C (Bidder Declaration) Legal Provisions and Other Requirements hereto and incorporated herein. This is not an exhaustive list of all provisions that will be contained in the Agreement to be signed by all parties.

### **32.0 ATTACHMENTS TO THE STATEMENT OF WORK**

- Attachment 1- Deliverable Acceptance Document
- Attachment 2- Deliverable Expectations Document
- Attachment 3- Change Request Form
- Attachment 4- OOR Process Flow
- Attachment 5- Work Authorization Form

## ATTACHMENT 1: DELIVERABLE ACCEPTANCE DOCUMENT

<b>Contractor Name:</b>	
<b>Agreement Number:</b>	
<b>Deliverable/Product Name:</b>	
<b>Completion Date:</b>	
<b>Cost:</b>	

1. Deliverable Submitted for Approval
2. Statement of Formal Acceptance

*This DAD acknowledges formal acceptance of the Deliverable per the Deliverable Expectations Document acceptance criteria. The undersigned formally accepts as complete the above-identified deliverable and do hereby state that this deliverable meets or exceeds agreed-upon acceptance criteria.*

HCD

Vendor Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Attachment 2: Deliverable Expectation Document

<b>Deliverable Name:</b>	
<b>Deliverable Completion Date:</b>	
<b>Deliverable Owners:</b>	

### 1. Deliverable Overview

### 2. Roles and Responsibilities

<b>Role</b>	<b>Responsibility</b>
Project Director	•
Project Manager	•
Project Team	•
Contractor Project Executive	•
Contractor Project Lead	•
Business Owners	•
Subject Matter Experts	•

### 3. Deliverable Entrance Criteria

The following tasks should be completed prior to starting work on Deliverable:

### 4. Deliverable Acceptance Criteria

The following criteria is used to determine acceptability of the deliverable:

ATTACHMENT 2– Deliverable Expectation Document, Continued

**ATTACHMENT 2 DELIVERABLE EXPECTATION DOCUMENT, CONTINUED**

5. Deliverable Schedule

SharePoint Schedule ID	Task Name	Start Date	End Date	Resource Name(s)

6. Signatures

**This DED was completed according to contract requirements of XX-XXXX.**

Approved by (State signature)	Position Title	Date
----------------------------------	----------------	------

Approval Acknowledged by (Contractor signature)	Position Title	Date
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**ATTACHMENT 3: CHANGE REQUEST FORM, continued**

Change Impact: (What areas are affected by this change)

**Back Out Procedures**

Is there a back out procedure for this change?

If yes, then answer the following questions below:

What is the Back Out Procedure?

Time required to back out changes

Target date/time for initiating back out (Fail Safe)

(HH:MM)

Date (M/D/YY)

Time (HH:MM)

**Testing and Documentation**

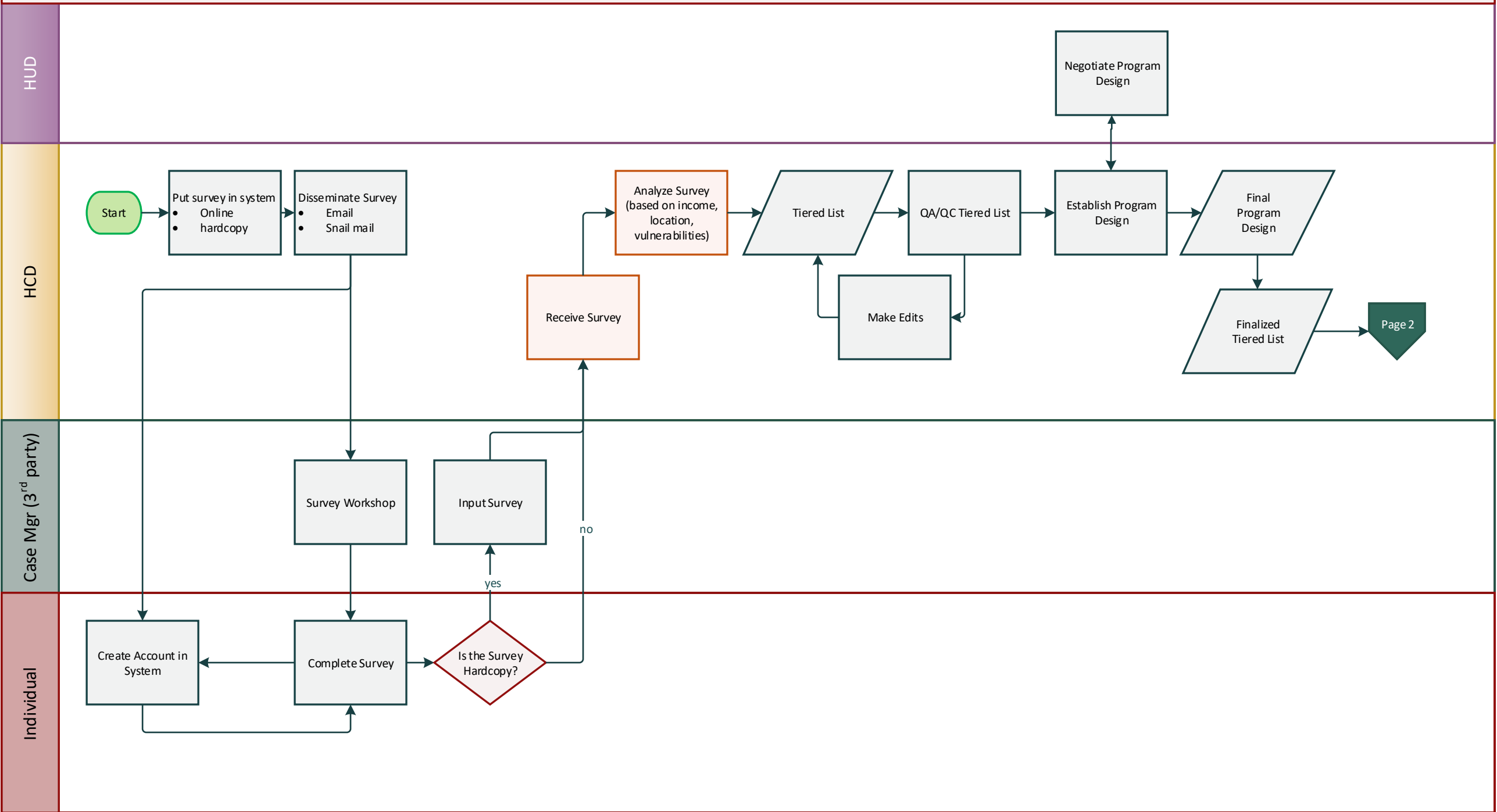
Proposed Changes Tested:

Release Notes Attached:

System Object Documentation Updated:



# OOR/Direct Assist Process (Page 1 of 3)

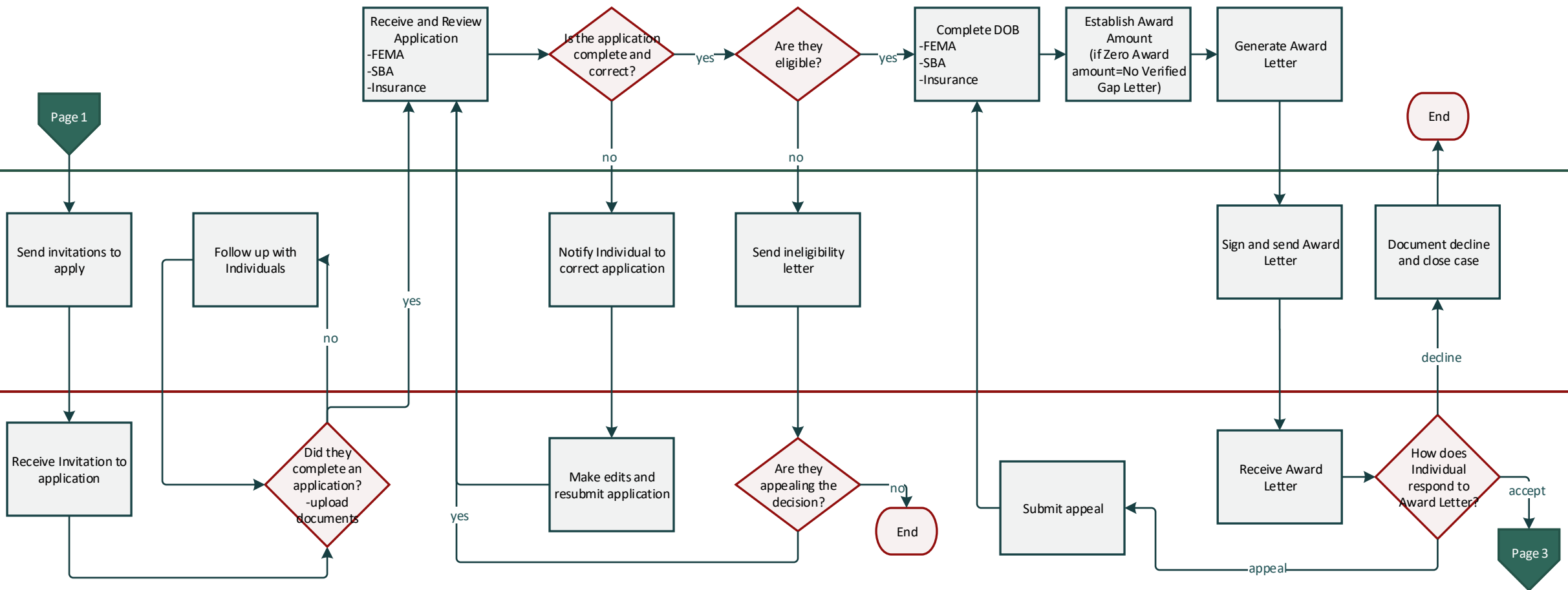


HUD

HCD

Case Mgr (3<sup>rd</sup> party)

Individual

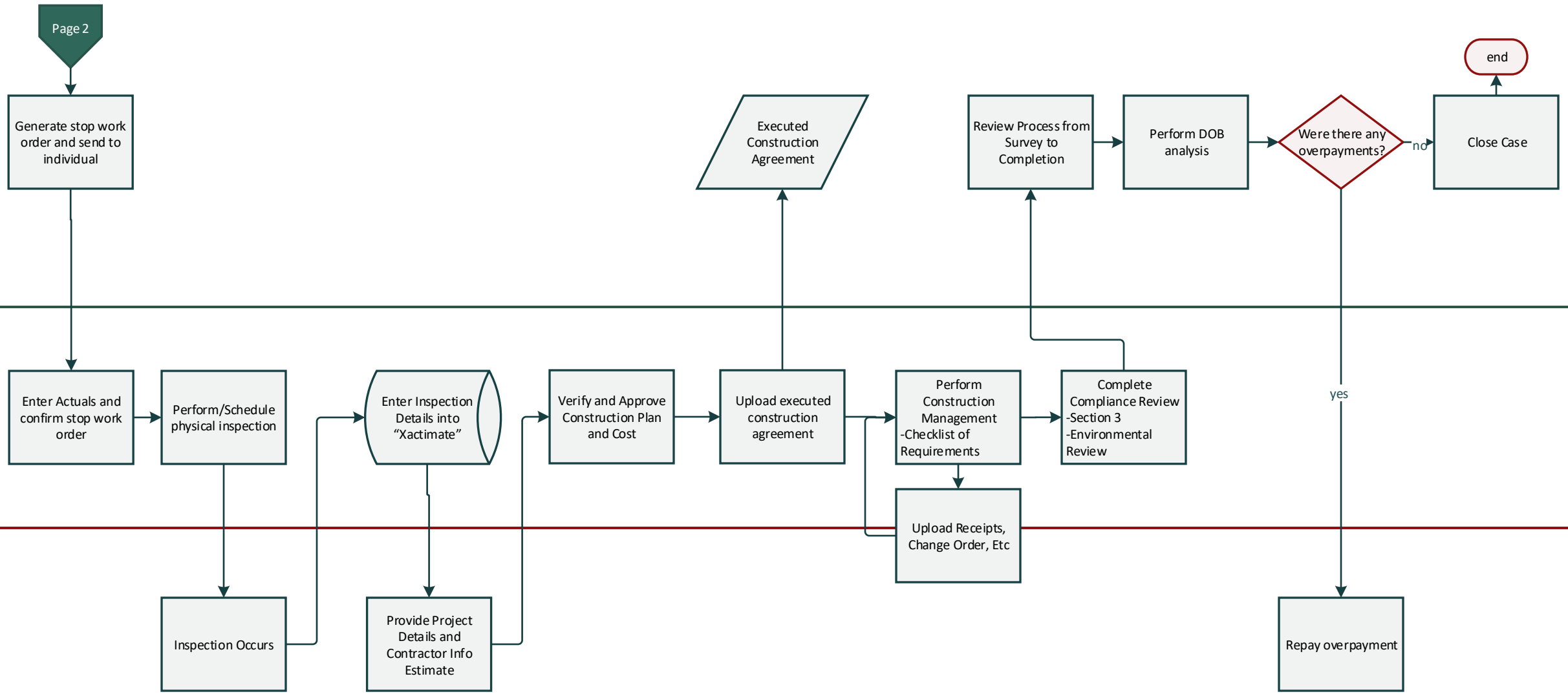


HUD

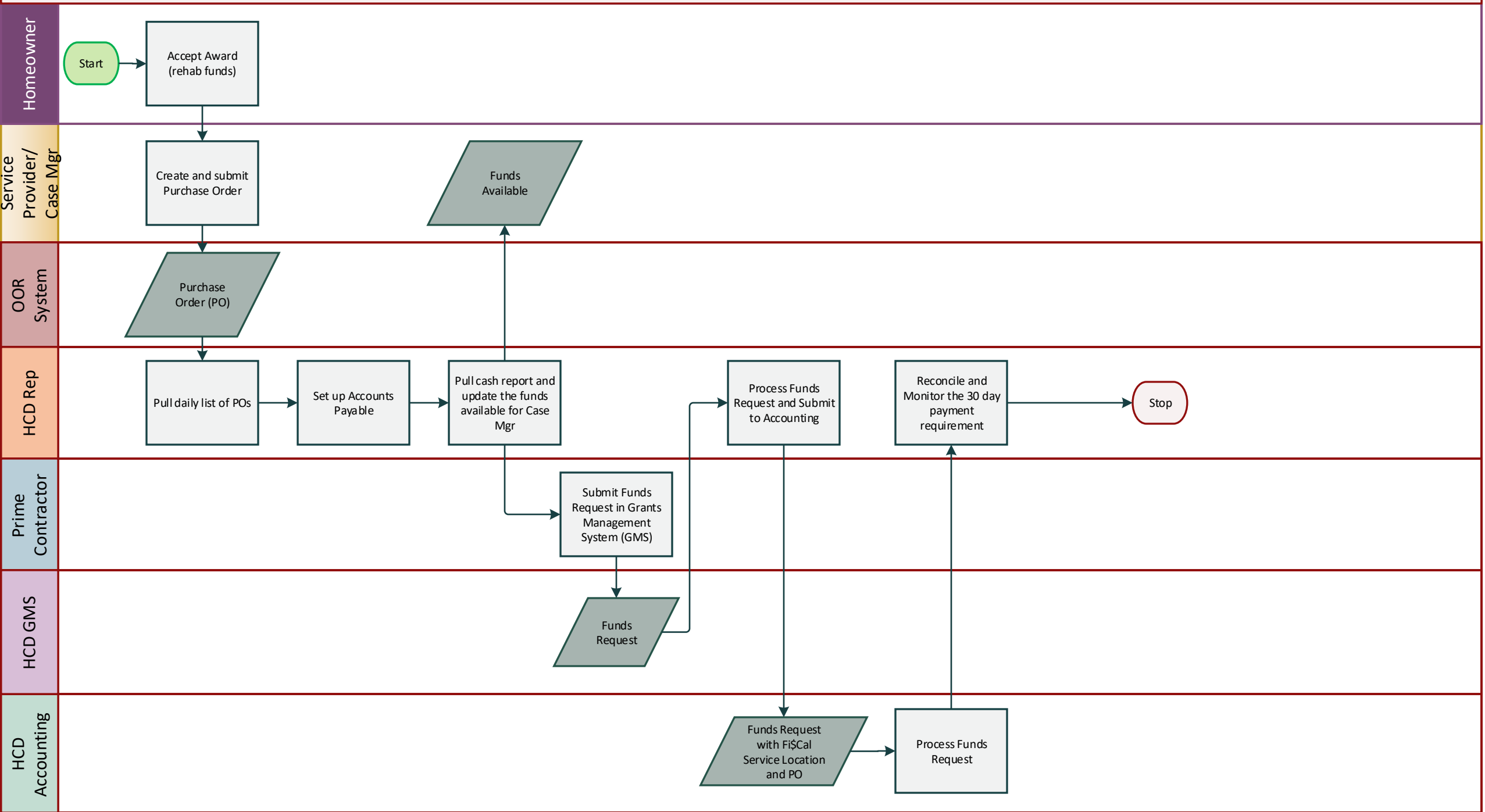
HCD

Case Mgr (3<sup>rd</sup> party)

Individual



# OOB Business Process for Payments



**ATTACHMENT 5 – WORK AUTHORIZATION FORM**

---

WORK AUTHORIZATION NUMBER	PAGE(S)  of
---------------------------	-------------------

TITLE

---

TASK SUMMARY (*Brief description of tasks to be performed under work authorization*)

---

START DATE	COMPLETION DATE
TOTAL ESTIMATED LABOR HOURS	TOTAL ESTIMATED COST

This task will be performed in accordance with the Work Authorization and the provisions of Contract Number

**APPROVALS**

---

VENDOR CONTRACT ADMINISTRATOR NAME

---

TITLE

---

SIGNATURE

---

DATE

---

STATE CONTRACT ADMINISTRATOR NAME

---

TITLE

---

SIGNATURE

---

DATE

## Exhibit C (Continued....)

### Legal Provisions and Other Requirements

#### 1. DOCUMENTS INCORPORATED BY REFERENCE

The Contract, as defined in Cloud Computing Software as a Service (SaaS) General Provisions, hereby incorporates by reference the following two (2) documents:

- A. State Model: Cloud Computing Services Special Provisions for Software as a Service (SaaS) <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>
- B. State New Cloud Computing Software as a Service (SaaS) General Provisions ([https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/CLOUDCOMPUTING\\_SaaSGPs-ADA.ashx?la=en&hash=869011D092AC64A2BB464FECFD1C5BB83CB64456](https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/CLOUDCOMPUTING_SaaSGPs-ADA.ashx?la=en&hash=869011D092AC64A2BB464FECFD1C5BB83CB64456))

#### 2. GOOD STANDING REQUIREMENT

The Contractor, and all constituent owners and members thereof, must be in good standing with the State of California, including HCD and all other departments, agencies, and other political jurisdictions thereof. This means that Contractor and its constituent owners and members must not be in default under any of its contractual, financial, statutory, or regulatory obligations to the State, must have a good past performance history with the State, and, if an entity, must be a duly formed and validly existing entity which is legally qualified to do business within the State of California. Furthermore, neither the Contractor, nor any constituent owner or member thereof, may be listed on any HUD debarment or suspension list, including without limitation, the list contained in the Excluded Parties Listing System (<https://sam.gov/SAM/>). The foregoing requirements apply both at the time of execution of the Contract and at all times during the term of the Contract and shall also apply to all subcontractors authorized to do work on behalf of Contractor pursuant to the Contract. Contractor shall ensure that this good standing requirement is contained in all contracts executed between Contractor and a subcontractor.

#### 3. SUBCONTRACTORS

Nothing contained in the Contract or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the relevant terms and conditions of the Contract and its attachments in addition to any other relevant terms and conditions.

Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in the Contract. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

When subcontractors are used, HCD will pay the Contractor who, in turn, will be responsible for paying the subcontractor directly. Subcontractor fees and costs are included in the "total" price of the Contract.

If subcontractor(s) fails to execute a portion of the work in a satisfactory manner, the Contractor shall immediately remove the subcontractor, upon written request from the Contract Manager. Said subcontractor may not be employed for another portion of the Contract. The HCD Contract Manager will not entertain requests to arbitrate disputes between the Contractor and subcontractor concerning performance of their contract duties.

Contractor shall not substitute a subcontractor in place of another without prior notification and written approval from the HCD Contract Manager. All requests to substitute a subcontractor must be submitted in writing to the HCD Contract Manager, along with documentation to support the substitution.

#### **4. PERMITS AND LICENSES**

Contractor shall procure and keep in full force and effect during the term of the Contract all permits, registrations, licenses, approvals, and authorizations necessary to accomplish the work specified in the Contract and give all notices necessary and incident to the lawful prosecution of the work. During the term of the Contract, Contractor shall keep informed of, observe, comply with, and cause all of its agents, employees and subcontractors to observe and comply with, all prevailing federal, state, and local laws, and rules and regulations made pursuant thereto, which in any way govern or affect the performance of the work or delivery of services contemplated by the Contract. Contractor shall ensure that any and all subcontractors performing work also comply with the requirements of this provision. If any conflict arises between provisions of the Statement of Work and any such laws or regulations, then the Contractor shall immediately notify the State of such conflict in writing.

HCD recognizes that the Contractor may integrate third-party software into the proposed system. In accordance with Section 30 of the Cloud Computing Software as a Service (SaaS) General Provisions, the Contractor agrees to provide all necessary software license(s) for such third-party software to HCD at the time of full system acceptance.

#### **5. CONFIDENTIALITY OF DATA AND DOCUMENTS**

- A. All data and documents of HCD and its grantees and subgrantees are strictly confidential in nature. Accordingly, Contractor will not disclose any data or documents from HCD or any other users of the system without the express prior written permission of the HCD Contract Manager, which may be given or withheld in its sole discretion, and shall take all necessary precautions to ensure that all such data remains secure and not the subject of a data breach or theft, unauthorized system intrusion, or other unauthorized or illegal access by third parties. Contractor shall indemnify, defend, and hold the State harmless from any and all claims, actions, costs, losses, or liabilities of

any kind or nature (including, without limitation, claims of third parties) resulting from a data breach or other unauthorized third-party access of the system or the data. Contractor's indemnification obligations under this provision are in addition to the indemnification obligations of Contractor set forth in Section 21 of the Cloud Computing SaaS General Provisions, and all indemnification obligations of Contractor under the Contract shall survive indefinitely the expiration or earlier termination of the Contract.

- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion.
- C. Contractor will not comment publicly to the press or any other media regarding its data or documents, or HCD's actions on the same, except to HCD staff, Contractor's own personnel involved in the performance of the Contract.
- D. If requested by HCD, the Contractor shall require each of its employees or officers, and those of any subcontractor, who will be involved in the performance of the Contract, to agree to the above terms in a form to be approved by HCD and shall supply HCD with evidence thereof.
- E. To the extent that HCD has approved the use of subcontractors in the Contract, Contractor shall include in its agreements with each approved subcontractor the foregoing provisions related to the confidentiality of data and the non-disclosure of the same.
- F. As to generated data which is reserved to the Contractor by express terms and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at Contractor's own expense for a period of not less than three (3) years after receipt by the State of the final report or termination of the Contract and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to the Contract, whichever is later.
- G. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify HCD, in writing, of any such contemplated action. HCD may within 120 days after said notification determine whether it desires said data to be further preserved and, if HCD elects, the expense of further preserving said data shall be paid for by HCD. Contractor agrees HCD shall have unrestricted access to the same during said three (3) year period and throughout the time during which said data is preserved in accordance with the Contract, and Contractor agrees to use best efforts to furnish competent witnesses or identify such competent witnesses to testify in any court of law regarding said data.
- H. All HCD data, whether residing in the cloud, on Contractor's equipment, or on HCD's backup network locations, and whether generated by HCD and/or external users, is and shall at all times remain the sole property of HCD.



## 6. SERVICE LEVEL AGREEMENTS

The following requirements shall be contained within applicable Service Level Agreements (SLAs):

- A. The cloud service the system resides on must have a 99.9% uptime.
- B. The system application must have a 99.9% uptime.
- C. The Contractor must provide HCD with a written description of any major outages (including a description of the root-cause and fix) resulting in greater than 1-hour of unscheduled downtime within a month.
- D. Regularly scheduled restores of the system and data performed to ensure application and data integrity.

In the event a liquidated damages provision is contained in the final Contract, if extended downtime is experienced (by either the Contractor's system application or the cloud service provider), HCD shall be entitled to liquidated damages. Additionally, HCD shall be entitled to liquidated damages if extended performance degradation is experienced by HCD, whether caused by the system application or the cloud service provider.

### **SLA Requirements/Service Availability:**

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Manned telephone support: M-F 7 AM to 6 PM Pacific Time, excluding federal holidays.
- Manned email support: M-F 7 AM to 6 PM Pacific Time, excluding federal holidays.
- Remote assistance using Remote Desktop: M-F 7 AM to 6 PM Pacific Time, excluding federal holidays.
- Planned or emergency onsite assistance (extra costs apply): Response time within 24-hours
- Monthly System health check
- Meeting response times associated with service-related incidents
- Appropriate notification to HCD for all scheduled maintenance
- Changes to services will be communicated and documented to all stakeholders

### **SLA Requirements / Service Requests:**

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by HCD within the following time frames:

- 0-2 hours (during business hours) for issues classified as High priority.
- Within 8 hours for issues classified as Medium priority.
- Within 2 working days for issues classified as Low priority.
- Remote assistance provided in line with the above timeframes dependent on the priority of the support request.

**Response Time:**

First level problem determination will be assigned using the following criteria:

- Number of customers affected
- Effect on business mission
- Context of problem
- Deadlines
- Estimated solution time
- Application involved
- Frequency of problem
- Customer's sense of priority
- Customer's commitment level
- Availability of workaround
- Threat to data integrity or computer security

**System Down:**

- Contractor System and/or Cloud Service

**Critical:**

- Business outage or significant customer impact that threatens future productivity

**Urgent:**

- High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-sensitive issue important to long term productivity that is not causing an immediate work stoppage; or there is significant customer concern.

**Important:**

- Important issue that does not have significant current productivity impact

**Monitor:**

- Issue requiring no further action beyond monitoring for follow-up, if needed

**Informational:**

- Request for information only

**7. PUBLICATIONS AND REPORTS**

The State reserves the right to use and reproduce all publications and reports and data produced and delivered pursuant to the Contract.

If the publication and/or report are prepared by nonemployees of HCD, it shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the report in a separate section of the report (Government Code section 7550).

## 8. WARRANTY

The Contractor shall provide a system warranty, at no additional cost to the State, which warranty shall commence upon full system acceptance and shall continue during the Contract term, as the same may be extended from time to time. Pursuant to such warranty, the Contractor must, among other things, do the following:

- A. Fix all errors, defects, bugs, harmful code, and/or viruses not discovered prior to system implementation.
- B. Resolve any performance tuning issues that are not caused by the State's hardware or network.
- C. Continue to provide the support and services necessary to ensure the continuing and successful operation of the installed system, in accordance with the performance requirements specified in the Contract.
- D. Continue to follow all protocols and procedures established and used during project implementation (e.g., version control processes, testing procedures, issue resolution, etc.).

## 9. CONFLICTS OF INTERESTS

### A. Purpose:

The purpose of this provision is to ensure that the Contractor (1) is not biased, or in any way appears to be biased, in the performance of its duties under the Contract due to any financial, contractual, organizational, or other interests or relationships relating to the nature of the work it is performing under the Contract, (2) does not receive any improper gain or financial or other benefits as a result of performing the work required by the Contract, and (3) does not obtain any unfair competitive advantage over other parties by virtue of its performance of the Contract.

### B. Conflicts of Interest:

Contractor represents, warrants, and covenants to HCD as follows:

- 1. No Current or Prior Conflicts of Interest. Contractor has no business, professional, personal, or other interests or relationships, including but not limited to, the representation of current or prior clients, that would conflict in any manner or degree with the performance of Contractor's obligations under the Contract.
- 2. Prohibition on Conflicts. Neither the Contractor, nor its staff or agents, will engage in conduct that would constitute a conflict of interest, whether actual, potential, or perceived, during the term of the Contract.
- 3. Notice of Conflict. If any actual or potential conflict of interest arises under the Contract, Contractor shall immediately inform HCD in writing of such conflict and HCD shall be entitled to exercise its rights and remedies under subsection (d) below.

4. Termination for Material Conflict. If in the sole and absolute discretion of HCD a material conflict of interest exists that in HCD's opinion would negatively impact or call into question the performance of Contractor's duties under the Contract, or that would give rise to the appearance of a material conflict of interest on the part of Contractor, HCD may elect to terminate the Contract upon written notice to Contractor. Such termination shall be effective upon the receipt of such notice by Contractor.
5. Conflict of Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of the Contract or to any benefit to arise from the same. The Contractor shall report all perceived or actual conflicts of interest cases to HCD for review before financial benefits are given.

## 10. INSURANCE REQUIREMENTS

The Contractor shall not commence performance, onsite at any HCD property, under the Contract until the Contractor has provided HCD with satisfactory certificates of insurance stating that the following insurances are presently in effect, which shall be subject to the general terms and conditions set forth below:

### A. Commercial General Liability:

Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence, \$3,000,000 aggregate, for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability. The policy must include the State of California, HCD, their officers, agents, employees and servants as additional insureds, but only insofar as the operations under the Contract are concerned.

### B. Automobile Liability:

By signing the Contract, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof of such insurance at any time.

### C. Workers' Compensation:

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.

### D. Crime Coverage:

Contractor shall maintain employee dishonesty and theft, computer fraud/crime coverage, forgery or alteration, fraudulent funds transfer, and when applicable,

inside/outside money and securities coverage, including third party losses, for State-owned property in the care, custody and/or control of the Contractor. Coverage limits shall not be less than \$ 1 million. A Clients' Property endorsement as broad as CR 04 01 08 13 must be endorsed to this policy and notated on the certificate of insurance. The policy shall include the State of California as loss payee.

E. Technology Professional Liability / Errors and Omissions Insurance:

Contractor shall maintain technology professional liability / errors and omissions insurance appropriate to the Contractor's profession and work hereunder, with limits not less than \$10 million per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by the Contractor in the Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, data breach information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to satisfy all such obligations.

- a) The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the State in the care, custody, or control of the Contractor. If not covered under the Contractor's liability policy, such "property" coverage of the State may be endorsed onto the Contractor's Cyber Liability Policy as covered property as follows:
- b) Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, theft of, or destruction of electronic data and/or information of the State and all users of the system, together with the cost of any damaged property or equipment of the State or other users of the system.
- c) The Contractor must provide the following if policies provide claims-made coverage:
  - i. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.
  - ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

F. General Provisions Applicable to All Policies:

1. Policy Term: Coverage must be in force prior to the commencement of any work and continue for the entire term of the Contract, as may be extended from time to time. If any insurance is due to expire during the term of the Contract, a new certificate must be received by the State at least ten (10) days prior to the actual expiration of such insurance. Any new insurance must still comply with the original terms of the Contract.

2. **Policy Cancellation or Termination & Notice of Non-Renewal:** Contractor must notify the State no less than fifteen (15) business days before the effective date of any cancellation, non-renewal, or material change that affects any insurance required hereunder. In the event Contractor fails to maintain the specified insurance coverages as required, the State may, in addition to any other remedies it may have, terminate the Contract upon the occurrence of such event, subject to the provisions of the Contract.
3. **Deductibles:** The Contractor is responsible for any deductibles or self-insured retentions contained within their insurance program.
4. **Primary Clause:** Any required insurance contained in the Contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. **Insurance Carrier Required Rating:** All insurance companies must carry a rating acceptable to State of California, Department of General Services, Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit acceptable to the State in its sole discretion may be required.
6. **Endorsements:** Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. **Inadequate Insurance.** Inadequate or lack of insurance does not negate the Contractor's obligations under the Contract. The limits of the insurances required hereunder shall not constitute or be deemed a limitation of any kind on the liability of the Contractor hereunder.
8. **Self-Insured Retentions:** All insurance required by the Contract must allow the State to pay and/or act as the Contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion.
9. **Available Coverages/Limits:** All coverage and limits available to the Contractor shall also be available and applicable to the State.
10. **Subcontractors:** In the case of the Contractor's utilization of subcontractors to complete any portion of the contracted scope of work, Contractor shall include all subcontractors as insureds under Contractor's insurance policies or supply satisfactory evidence of insurance to the State equal to the policies, coverages and limits required of Contractor.

#### **11.0 REQUIRED DUN AND BRADSTREET DUNS NUMBER**

Prior to executing the Contract, Contractor shall provide HCD Contract Manager with the current DUNS number for their company and any subcontractors. HUD requires all grantees, subgrantees and contractors to provide DUNS numbers to their agency.

## **12.0 DEBARMENT AND SUSPENSION**

Per Executive Orders 12549 and 12689 and 2 CFR 180.220, a contract award must not be made to parties listed on the government wide exclusion System for Award Management (SAM). Prior to award of any contracts or subcontracts under the Contract, all contractors and subcontractors will have their debarred status checked on the government-wide exclusions in the SAM.

## **13.0 REQUIRED FEDERAL LANGUAGE FROM 2 CFR PART 200 APPENDIX II**

HCD is required to have the following language in all CDBG Agreements. HCD is also requiring all grantees and subgrantees who are using CDBG funding to have this language in their agreements.

- A. Remedies: Contracts for more than the simplified acquisition threshold (currently \$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanction and penalties as appropriate. See for performance requirements (Exhibit Q CDBG-CDBG-DR Requirements), milestones (Exhibit R Deliverables Table) and penalties language (Appendix B Legal Provisions and Other Requirements).
- B. Suspension or Termination for Cause and Convenience: See Cloud Computing SaaS General Provisions, Sections 15, 16, 17 and 36 for Suspension of Work and Termination provisions.
- C. Non-Discrimination Language (41 CFR Part 60-1.4(b)): Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- D. Byrd Anti-Lobbying Amendment: Per the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -- All contractors that apply or bid for an award exceeding \$100,000 must file the required certification. The contractor must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other contract award covered by the above referenced Amendment. The contractor must also disclose any lobbying with non-Federal fund that take place in connection with obtaining any Federal award.
- E. Procurement of Recovered Materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- F. Rights to Inventions Made Under a Contract or Agreement: If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, " and any implementing regulation issued by the awarding agency.

#### **14. COMPLIANCE WITH STATE AND FEDERAL LAWS AND REGULATIONS**

The Contractor is responsible for compliance with all applicable federal and state laws, Executive Orders, rules, guidelines, and regulations of the CDBG program, including without limitation, 2 CFR Part 200 and all applicable HUD rules and regulations, including Sections 504 and 508 of the Rehabilitation Act of 1973. Contractor shall certify that the System will comply with Sections 504 and 508 of the Rehabilitation Act of 1973, as part of the Standard Agreement, in a form acceptable to HCD.

The Contractor agrees to comply, and shall ensure that all of its subcontractors comply, with all state and local laws, rules, and regulations that pertain to health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Contractor, its subcontractors.

#### **15. TERMINATION FOR NON-APPROPRIATION OF FEDERAL FUNDS**

Pursuant to paragraph 15 of the Cloud Computing SaaS General Provisions, the State's obligations under the Contract are contingent upon a continued appropriation of funds by the Legislature. To the extent that the Contract may also be funded in part by funds from HUD, then the State's obligations are also contingent upon the continued appropriation of funds by HUD.

#### **16. ACCESS TO RECORDS AND RECORD RETENTION**

The Contractor shall provide access to HCD and any other state agency, HUD, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

All records must be retained by the Contractor for no less than three (3) years after receiving final payment from HCD and all other pending matters are closed.

#### **17.0 ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS**

Certain Administrative and National Policy Requirements apply to all HUD programs. These requirements may be found on HUD's website. Any party involved in the project, whether directly or indirectly, must agree to provide any information HCD requires in order to meet the aforementioned requirements.



## **18.0 DARFUR CONTRACTING ACT OF 2008**

Signature on the cover letter with submission of response acknowledges acceptance and compliance with California Public Contract Code (PCC) Sections 10475-10481 which applies to any company that currently or within the previous 3 years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either (a) not a scrutinized company; or (b) a scrutinized company that has been granted permission by DGS to submit a proposal. A scrutinized company is a company doing business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services, unless written permission from the Director of DGS to bid on this procurement has been granted.

## **19.0 IRAN CONTRACTING ACT OF 2010**

Division 2, Part 1, Chapter 2.7 of the PCC is the Iran Contracting Act of 2010 (Act). The Act provides that no individual, bidder, or contractor shall submit a proposal for a contract, or enter into or renew a contract, with a public entity for goods or services valued at \$1,000,000 or more if that individual, bidder, or contractor engages in investment activities of \$20,000,000 or more as described in PCC section 2202.5 pursuant to the provisions of the Act.

The Act requires bidders to certify at the time the proposal is submitted or the contract is renewed, that it is not identified on a list created pursuant to subdivision (b) of PCC section 2203 as a person or entity engaging in investment activities in Iran described in subdivision (a) of PCC section 2202.5, or as a person or entity described in subdivision (b) of PCC section 2202.5, as applicable. For additional information regarding the Iran Contracting Act of 2010, see Invitation to Negotiate (ITN) Solicitation and ITN Requirements.

## **20. LIQUIDATED DAMAGES**

Contractor is advised that the State may require Contractor to agree to a liquidated damages provision in the final Contract. These liquidated damages provision will apply to specific, limited types of defaults by Contractor under the Contract.

## **21.0 ATTORNEYS' FEES**

The prevailing party in any suit or action to enforce the Agreement shall be entitled to recover from the other party its reasonable attorneys' fees and costs, as determined by the court.

## **22.0 AMENDMENTS**

Amendments to the Contract are permitted and shall follow the rules and guidelines outlined in the State Contracting Manual (SCM) Vol. 3 and comply with the requirements of Section 25 of the SaaS General Provisions. Such amendments may address the following items, among other things:

- A. The time for performance of the tasks and items within the budget may be changed with prior written approval of the Contract Manager and documented in an amendment.
- B. An amendment may add funds to the contract price and/or extend the term of the Contract for an additional time period.

- C. An amendment may increase the quantities of products or services, which shall be provided at the same rates as identified in this Exhibit T Cost Workbook.
- D. An amendment is required to change the Contractor's name as listed on the Contract. Upon receipt of acceptable legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

## **23. AWARD PROTESTS**

This competitive procurement process does not include any provisions to protest either the process of resulting contract award. However, pursuant to PCC section 6611(d), a firm may file a petition for 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 County, California.

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

### **a. Agreement Amount**

The total amount of this Agreement shall not exceed **\$943,964.80**

### **b. Invoicing and Payment**

For services satisfactorily rendered, and upon receipt and approval of the invoices, HCD agrees to compensate the Contractor the invoiced amount.

Invoices must include this Agreement number and a Purchase Order number. The Purchase Order number will be provided at a later time by the Contract Manager. Handwritten Agreement number is not acceptable.

Invoices shall be submitted in triplicate, not more frequently than monthly, in arrears, to:

Department of Housing & Community Development  
Accounting Office  
2020 West El Camino Avenue, Suite 130  
Sacramento, CA 95833

### **c. Budget Contingency Clause**

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

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

- 1) Overpayments to Contractor

Contractor shall promptly refund to the State the full amount of any erroneous payments, incorrect payments, or overpayments upon the determination by Contractor of the existence of such payments, or upon receipt of written Notice from the State Project Manager or designee, which Notice shall set forth in reasonable

detail the basis for the State's determination of the erroneous payments, incorrect payments, or overpayments.

2) **Advanced Payments Prohibited**

No payment in advance of or in anticipation of Payment Milestones, Services, or Deliverables to be supplied under this Contract shall be provided by the State.

**c. Prompt Payment Clause**

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

**Exhibit D - Deliverables Owner Occupied Reconstruction (OOR) Project Deliverables and Specifications**

Deliverable #	Deliverable Name	Deliverable Specifications, Location in the SOW and Corresponding Requirement
<b>1.0 Analysis Milestones</b>		
1.1	Kickoff Meeting	Kickoff Agenda (within 2 weeks of contract execution). The following contractor staff will be required to be on site for the duration of this phase: Executive Sponsor and Project Manager
1.2	Project Implementation Plan (PIP)	Found in Section 11.0 of the SOW (within 4 weeks of contract execution). Req. # 39
	Decision Log	
	Change Control Log	
	Change Control Plan	
	Defects, Risks, and Issues Log	
	Project Schedule	
	Communication Plan	
1.3	Validated Requirements Report	Validate understanding of requirements found in Section 14.0 subsection 3 of the SOW. Key contractor staffing will be required to be on site for the duration of this phase. The following contractor staff will be required to be on site for the duration of this phase: Project Manager, OOR SME's, Lead Tester. Req. #7, 8 and 10.
1.4	Gap Analysis Results	Identify gaps between requirements and out of the box functionality found in Section 14.0 subsection 3 of the SOW. Req. #7, 8 and 10
<b>2.0 Project Design and Configuration Milestones</b>		
2.1	Configuration Plan (Final Needs-Based Design Plan)	Identifies the process and schedule by which the gaps identified in the Gap Analysis will be configured in the system, as found in Section 14.0 subsection 3 of the SOW. Req.#,6, 7, 8, 10, 36, 38, 53, 54, 57, 59, 61-69, 71 and 72.
2.2	Data Dictionary	The contractor will provide data mapping, a data dictionary, and a governance structure to facilitate HCD data retrieval (this will be an on-going deliverable throughout the life of the contract). See section 14.0 subsection 3.a of the SOW. There will be some on site work.
2.3	Interface Design Plan - Flat File Transfer	Approach to effectively develop system interface capabilities with the new Grants Management System and DRGR using flat file transfer. Req.#3, 34, 40 and 78.
2.3.1	Interface Design Plan - API	Approach to effectively develop system interface capabilities with the new Grants Management System and DRGR using a direct API. Req# 78
2.3.2	Interface Design Plan - API (Fi\$Cal)	Approach to effectively develop system interface capabilities with Fi\$Cal using a direct API. Req. #75 and 76.
2.4	Portal design & implementation	The end user internet portal for RecoverCa.org will be designed with HCD's Communication team and implemented. The portal must be ADA compliant. There will be some on site work. (Implementation deadline). Req. #13, 14, 30, 37, 63 and 77.

Deliverable #	Deliverable Name	Deliverable Specifications, Location in the SOW and Corresponding Requirement
<b>3.0 System Test Milestones</b>		
3.1	Quality Assurance Plan (QAP)	Found in Section 14.4 of the SOW. Req. #2, 5, 9, 11, 12, 15-19, 21-29, 33, 41-47, 48, 50-52, 58, 60, 69, 70, and 74.
	System Test Plan	
	Test Scripts	
	Requirements Traceability Matrix (RTM)	Must trace all requirements in Exhibit P.
3.2	Test Environment Established	Found in Section 23.0 of the SOW
3.3	Test Results	Found in Section 23.0 of the SOW
3.4	User Acceptance Testing Completion Report	Report of all user acceptance test results and documentation that issues identified during user acceptance testing have been resolved. Found in Section 23.0 & 23.1 of the SOW. The Contractor must conduct user acceptance testing sessions on-site.
<b>4.0 Training Milestones</b>		
4.1	Training Plan	Train users based upon roles. Training done on site. Found in Section 26.0 of the SOW
	3 System Admins	
	5 Super Users	
	HCD End User Training Sessions (up to 15 Staff)	
	Training Webinars/Videos for External users / applicants (2)	
	Training Schedule	
4.2	Training Evaluation and Attendance Report	Should document training effectiveness and attendance by end users
4.3	Training Materials and User Manual	Materials and methods to be identified and specified in the Training Plan
<b>5.0 System Implementation Milestones</b>		
5.1	System Disaster Recovery Plan	Found in Section 19.0 of the SOW. Req. # 46 and 73
5.2	Completed RTM	Contractor shall provide an RTM (Requirements Traceability Matrix) with all requirements (regardless of completion status) included in this SOW traced to successfully executed test scripts.
5.3	Final Readiness Assessment	Document criteria showing that system is ready to go-live and identifies any outstanding risks and potential mitigations
5.4	Rollout Survey	Production Go-Live of Survey. Survey must be ADA compliant.
5.5	Rollout to Production Environment	Production Go-Live for remaining system
5.6	Full System Acceptance	Found in Section 23.2 of the SOW.
<b>6.0 Closeout Milestones</b>		
6.1	Project Closeout Checklist	Includes documentation checklist and clearly identifies that all project milestones and requirements have been met.
6.2	Training	This includes any yet to be completed training pursuant to the HCD approved training plan from section 4.0 above. Any changes to the system since the approval of the initial training plan needs to be included in the final training plan.
6.3	Final RTM	Contractor shall provide a final RTM with all completed requirements included in this SOW traced to successfully executed test scripts.
6.4	Final Project Summary Report	Summary of project changes, changes to milestones and requirements, and any future to-be-met requirements.
6.5	Maintenance and Operations Plan	Found in Section 27.0, 27.1 and 29.0 of the SOW. The Plan should include roles and responsibilities for the contractor and HCD.
6.6	Data Dictionary	The contractor will provide an updated data mapping and a data dictionary to facilitate HCD data retrieval (this will be an on-going deliverable throughout the life of the contract - see M&O Plan in Section 27.1 of the SOW).

Exhibit E - Bidder Requirement Spreadsheet  
Owner Occupied Reconstruction System

Number	Mandatory Requirements	Traceability	
		Exhibit Q Deliverables	SOW
1	The System shall provide scalable data storage.	3.1	8.0 pg 3
2	The System shall provide real-time access to data.	3.1	17.0 pg 13
3	The System shall import and export data files in a non-proprietary industry standard format such as ASCII, CSV, XML, or JSON.	2.3	8.1, pg 3
4	The System shall provide and accept legally binding electronic signature.	n/a	n/a
5	The System Shall comply with all California and Federal accessibility standards set by laws and regulations, including but not limited to Sections 504 and 508 of the Rehabilitation Act and W3C Web	3.1	Ap pg B, 14, pg 12
6	The System must implement configurable designated hard stops on actions such as reimbursement, submitting incomplete information, or making unauthorized changes to System data.	2.1	n/a
7	The System shall allow authorized users to set parameters to lock and unlock awards, activities, projects and contracts.	1.3, 1.4, 2.1	8.0 pg 3
8	The System shall allow users to create and update contract boiler plate templates for individual grants.	1.3, 1.4, 2.1	8.0 pg 3
9	The System shall allow users to have multiple party agreements.	3.1	8.0 pg 3
10	The System shall allow users to create forms, input screens, fields with business rules and conditional formatting without contractor assistance.	1.3, 1.4, 2.1	8.0 pg 3
11	The System shall allow users to populate and track milestones and special conditions from Applicant inputs, construction scope of work, and program parameters.	3.1	8.0 pg 3
12	The System shall have the ability to remind program operators and applicant/subgrantee of milestones and/or activities that are due.	3.1	8.0 pg 3
13	The System should allow staff to develop and administer a participant survey, quantify, rank/tier survey responses.	2.4	8.0 pg3; attachment 4
14	The System shall allow staff to invite survey respondents to submit a full application, keep running balances on total applications received in each rank/tier, and waitlist any overflow of applicants.	2.4	8.0 pg 3
15	The System shall communicate application and project management status to sub applicant/subgrantee through project lifecycle.	3.1	8.0 pg 3
16	The System shall allow users to enter activity status reports and progress into the System.	3.1	8.0 pg 3
17	The System shall have assignable Workflow Management.	3.1	8.0 pg 3
18	The System shall link Encumbrances and Disencumbrances to the parent Service Location (aka HUD grant year) and to HCD's financial tracking for grant awards.	3.1	8.0 pg 3
19	The System shall be able to track funds to the Department's grant management system through direct connection or, at a minimum, flat file transfer. The data shared with the grant management system must	3.1	8.0 pg 3
20	The System shall reconcile the award(s) for a real-time balance after an encumbrance and/or disencumbrance.	3.1	8.0 pg 3
21	The System shall allow users to receipt, track, and reconcile other designated funds.	3.1	8.0 pg 3
22	The System shall have the ability to post, track, and reconcile real property inventory	3.1	8.0 pg 3
23	The System shall produce financial reports.	3.1	8.0 pg 3
24	The System shall allow users to retrieve and re-use application and project information for various fields from one stage to the next (e.g., application to work plan) or from one application period to the next.	3.1	8.0 pg 3
25	The System shall allow users to customize look/feel of forms to match look/feel of HCD branding.	3.1	8.0 pg 3
26	The System shall link activities together, to the grant, to the applicable grant agreement, to current and past projects, and to relationships on current and past projects.	3.1	8.1 pg 3&4
27	The System shall allow users to enter or update project accomplishments and metrics.	3.1	18.0 pg 13
28	The System shall be fully compliant with the security standards set in the California State Administration Manual section 5300, the California Privacy Act, National Institute of Standards and Technology, and	3.1	8.0 pg 3
29	The System shall notify users on the landing page if the system is down.	2.4	n/a
30	The System shall integrate with MS Outlook for emails, notifications, calendar events and reminders.	n/a	n/a
31	The System shall have mobile application capabilities.	n/a	n/a
32	The System shall allow interface or flat file transfer with other current and future state information systems.	3.1	20.1, pg 14
33	The System shall have the capability to integrate with GIS.	2.3	20.1, pg 14
34	The System shall be hosted on the cloud.	n/a	9.0 pg 4; 20.0 p 14
35	The System shall allow documents to be uploaded and stored.	2.1	8.0 pg 3
36	The System shall have an external portal for applicants, subgrantees, subrecipients, and contractors.	2.4	3.0 pg 1

Exhibit E - Bidder Requirement Spreadsheet  
Owner Occupied Reconstruction System

Number	Mandatory Requirements	Traceability	
		Exhibit Q Deliverables	SOW
37	The System shall have configurable program parameters, dropdowns, etc., so each program can have its own program view.	2.1	8.0, 14.0
38	The System shall have an internal communication function between HCD staff, program operators, applicants, and sub-grantees.	1.2	n/a
39	The System shall have the ability to import and export files to transfer data to HCD's Grant Management Software and a future construction cost estimating system (Mapping of Cost estimating system will be	2.3	8.0 pg 3
40	The System shall allow users to copy text from other documents (e.g., Word, Excel) and paste into online forms.	3.1	8.0 pg 3
41	The System shall allow users to do basic text formatting within text fields (e.g., add bullets or numbering, font styles).	3.1	8.0 pg 3
42	The System shall automatically save to avoid loss of entered data on entry forms and ability to save incomplete submissions and return to them later.	3.1	8.0 pg 3
43	The System shall allow users to review and print their submitted information and attachments, check status, update or submit new information, etc.	3.1	8.0 pg 3
44	The System shall allow users to create/customize letter and email templates that mail-merge data from the System.	3.1	8.0 pg 3
45	The System shall have back-up and restore capabilities.	5.1	19.0, pg 14
46	The System shall identify possible duplicate records and perform error checking.	3.1	8.0 pg 3
47	The System shall allow hyperlinks in notifications.	3.1	8.0 pg 3
48	The System shall allow administrators to disable automatic email notifications at the event level.	n/a	n/a
49	The System shall have the capability to configure actions and timeframes for sending system generated notifications.	3.1	8.0 pg 3
50	The System shall allow users to create custom ad-hoc reports.	3.1	8.1, 20.2
51	The System shall have the ability to select "hide when printing" for confidential personal data.	3.1	8.0 pg 3
52	The System shall provide protection against malicious code and other security risks in uploaded files.	2.1	18.0, pg 13
53	The System shall include mechanisms to prevent Internet bots from creating fake accounts and accessing the System.	2.1	18.0, pg 13
54	The System shall require users to access the system through use of a login and password and shall include Multi-Factor Authentication (MFA) for external system users in the implementation.	n/a	n/a
55	The System shall use secure LDAP Active Directory security for internal HCD system users.	n/a	n/a
56	The System shall allow HCD administrators to establish, activate, modify, transfer, disable and remove access accounts.	2.1, 4.1	26.0, pg18
57	The System shall encrypt all Personally Identifying Information (PII) data in the database.	3.1	8.0 pg 3
58	The System shall encrypt all data while in transit.	2.1	20.1 pg14
59	The System shall create reportable audit trails.	3.1	8 & 8.1, 20.2
60	The System shall provide role-based security and allow for identification of multiple roles including external users, internal HCD users, HCD power-users, and HCD administrators	2.1, 4.1	26.0, pg18
61	The System shall allow HCD administrators to create, assign, and update user roles and privileges	2.1, 4.1	26.0, pg18
62	The System shall be available via secure access.	2.1, 4.1	18.0, pg 13
63	The System shall allow for password self service reset (i.e., after lockout) for external users, after authentication of user by challenge response processes or equivalent.	2.1	n/a
64	The System shall enforce password security.	2.1	n/a
65	The System shall provide the capability to configure multi-level approval workflows based on defined roles, activities and sequence of activities.	2.1, 4.1	26.0, pg18
66	The System shall provide segregation of duties w/ role-based permissions that is managed by HCD and program administrators.	2.1, 4.1	26.0, pg18
67	The System shall prevent any modifications to an applicant submission unless allowed by an authorized user.	2.1, 4.1	26.0, pg18
68	The system shall capture all construction cost estimate and scopes of work, import data from needed sources to calculate and document duplication of benefits data and calculate final grant amount	2.1	8.0 pg 3
69	The system shall manage direct assistance funds.	2.1	8.0 pg 3
70	The System shall have the option to add other grant and loan programs in the future.	2.1	8.0 pg 3
71	The System shall include functionality to compliantly implement and carry out a homeowner reimbursement program	2.1	8.0 pg 3
72	The System backups and restores shall be tested on a regular basis. Business Continuity - In case of a disaster business must resume within 24 hours.	2.1, 5.1	19 pg 14

Exhibit E - Bidder Requirement Spreadsheet  
 Owner Occupied Reconstruction System

Number	Mandatory Requirements	Traceability	
		Exhibit Q Deliverables	SOW
73	The System shall interface HCD's Grant Management Software and a future construction cost estimating system (Mapping Cost estimating system will be done by vendor.)	2.3	8.0 pg 3, 20.0 pg 14

**Optional Mandatory Requirements - by Contract Amendment**

1	The System data should be extractable by third party reporting tools like Power BI, Crystal reports or Oracle reports. Though COTS systems provide out of the box reporting capabilities, some reports may require access to multiple systems.	3.1	20.2 pg 14
2	The System <b>shall</b> have interface capabilities with FI\$Cal.	2.3.2	20.2 pg 14
3	The System <b>shall</b> have interface capabilities with DRGR.	2.3.2	20.2 pg 14
4	The System shall allow interface with other current and future State information system.	2.4	20.1, pg 14



<b>Cost Worksheet # 1 - Summary of Cost Worksheets</b>	
<b>Table R.1.1: Summary of Cost Worksheets</b>	
<b>Base Contract Period (Three Years) Costs</b>	
Cost Worksheet #2, Table R.2.1 - One time Implementation Task and Deliverable	\$ 480,000.00
Cost Worksheet #3 Table R.3.1 - Maintenance and Operations	\$ 180,000.00
Cost Worksheet #4 Table R.4.1 - SAAS License Base contract	\$ 200,000.00
Cost Worksheet #5, Table R.5.2 - Unanticipated Tasks Budget	\$ 48,000.00
Cost Worksheet # 6, Table R.6.0 - Base Contract Accepted Mandatory Optional	\$ 35,964.80
<b>Base Contract Period (Three Years) Costs Total:</b>	<b>\$ 943,964.80</b>
<b>Potential Mandatory Optional Requirement Costs - By Contract Amendment</b>	
Cost Worksheet #7, Table R.7.1 - Mandatory Optional Requirements Total	<b>\$ 31,342.00</b>
<b>Optional Extension Years (Six Years) Costs</b>	
Cost Worksheet #3, Table R.3.2 - Optional Extensions - Maintenance and Operations	\$ 432,000.00
Cost Worksheet #4, Table R.4.1 - SAAS License Evaluation	\$ -
<b>Optional Extension Years (Six Years) Costs Total:</b>	<b>\$ 432,000.00</b>
<b>Unanticipated Task Hourly Rates</b>	
Cost Worksheet #5, Table R.5.1 - Hourly Labor Rate Evaluation Total	<b>\$ 39,000.00</b>

## Cost Worksheet # 2 - Mandatory Implementation Tasks and Deliverables

Cost Table R.2.1 identifies the Bidder's cost for each deliverable. The Percentages of Implementation Total Columns indicate the maximum allowed percentage of the Bidder's Cost Total that can be allotted for each Task Sub-Total--Task #1 though Task #6. Bidder's total costs for each Task Sub-Total may be within +/- .50% of Percentages of Implementation Total Columns for each Sub-Total.

Table R.2.1:		Mandatory	
(A) #	(B) Project Tasks and Deliverables Names	(C) Deliverable Cost	(D) Percentages of Implementatio n Total
<b>Task 1.0 Analysis Deliverables</b>			
1.1	Kickoff Meeting	\$ 6,870.19	5.00%
1.2	Project Implementation Plan (PIP)	\$ 3,435.09	
	Decision Log	\$ 753.21	
	Change Control Log	\$ 536.38	
	Change Control Plan	\$ 536.38	
	Defects, Risks, and Issues Log	\$ 536.38	
	Project Schedule	\$ 536.38	
	Communication Plan	\$ 536.38	
1.3	Validated Requirements Report	\$ 6,847.36	
1.4	Gap Analysis Results	\$ 6,847.36	
<b>Task 1.0 - Sub-Total:</b>		<b>\$ 24,000.00</b>	<b>5.00%</b>
<b>Task 2.0 - Project Design and Configuration Deliverables</b>			
2.1	Configuration Plan	\$ 4,021.62	5.00%
2.2	Data Dictionary	\$ 4,756.76	
2.3	Interface Design Plan-Flat File Transfer	\$ 3,200.00	
2.4	Portal design & Implementation	\$ 12,021.62	
<b>Task 2.0 - Sub-Total:</b>		<b>\$ 24,000.00</b>	<b>5.00%</b>

<b>Table R.2.1:</b>		<b>Mandatory</b>	
<b>(A) #</b>	<b>(B) Project Tasks and Deliverables Names</b>	<b>(C) Deliverable Cost</b>	<b>(D) Percentages of Implementatio n Total</b>
<b>Task 3.0 - System Test Deliverables</b>			
3.1	Quality Assurance Plan (QAP)	\$ 41,851.17	<b>25.00%</b>
	System Test Plan	\$ 18,078.91	
	Test Scripts	\$ 11,186.95	
	Requirements Traceability Matrix (RTM)	\$ 12,585.32	
3.2	Test Environment Established	\$ 20,975.53	
3.3	Test Results	\$ 44,548.03	
3.4	User Acceptance Testing Completion Report	\$ 12,625.27	
<b>Task 3.0 - Sub-Total:</b>		<b>\$ 120,000.00</b>	<b>25.00%</b>
<b>Task 4.0 – Training Deliverables</b>			
4.1	Training Plan	\$ 50,264.12	<b>15.00%</b>
	3 System Admins	\$ 6,609.12	
	5 Super Users	\$ 8,522.29	
	HCD Staff Training Sessions (up to 15 Staff)	\$ 13,566.09	
	Training Webinars/Videos for External users / applicants (2)	\$ 20,175.22	
	Training Schedule	\$ 1,391.39	
4.2	Training Evaluation and Attendance Report	\$ 4,035.04	
4.3	Training Materials and User Manual	\$ 17,700.84	
<b>Task 4.0 – Sub-Total:</b>		<b>\$ 72,000.00</b>	<b>15.00%</b>
<b>Task 5.0 – System Implementation Deliverables</b>			
5.1	System Disaster Recovery Plan	\$ 10,733.89	<b>40.00%</b>
5.2	Completed RTM	\$ 5,893.76	
5.3	Final Readiness Assessment	\$ 7,375.43	

<b>Table R.2.1:</b>		<b>Mandatory</b>	
<b>(A) #</b>	<b>(B) Project Tasks and Deliverables Names</b>	<b>(C) Deliverable Cost</b>	<b>(D) Percentages of Implementatio n Total</b>
5.4	Rollout Survey	\$ 13,104.57	
5.5	Rollout to Production Environment	\$ 114,064.05	
5.6	Full System Acceptance	\$ 40,828.30	
<b>Task 5 - Sub-Total:</b>		<b>\$ 192,000.00</b>	<b>40.00%</b>
<b>Task 6 .0- Closeout Deliverables</b>			
6.1	Project Closeout Checklist	\$ 2,683.47	<b>10.00%</b>
6.2	Training	\$ 1,473.44	
6.3	Final RTM	\$ 1,843.86	
6.4	Final Project Summary Report	\$ 3,276.14	
6.5	Maintenance and Operations Plan	\$ 28,516.01	
6.6	Data Dictionary	\$ 10,207.07	
<b>Task 6 .0- Sub-Total:</b>		<b>\$ 48,000.00</b>	<b>10.00%</b>
<b>Base Contract Deliverables (Tasks 1-6) Cost Total:</b>		<b>\$ 480,000.00</b>	<b>100.00%</b>

**Cost Worksheet #3 - Maintenance & Operation Optional Years**

OOB Base Contract Term - Maintenance and Operations Support:

Maintenance and Operation Services performed during this Base Contract Period will be paid at a set monthly rate after full system acceptance. The Bidder shall submit a monthly rate in Table R.3.1 in the yellow highlighted cell. The monthly rate will be multiplied by 30 months to determine the Base Contract Term Evaluation Total

Table R.3.1: Maintenance & Operations Base Contract Term			
Base Contract			
Maintenance and Operations Services	(A) Monthly M&O Rate	(B) @ 30 mos.	(C) Evaluation Total (AxB=C)
Section 27.0	\$ 6,000.00	30	\$ 180,000.00
<b>Total Maintenance &amp; Operation</b>			

OOB Optional Extension - Maintenance and Operations Support - The optional year extensions, if exercised by the state, shall extend the initial contract for a maximum of six (6), one (1) year extensions for on-going support. Services performed during this optional year period will be paid at a set monthly rate. The Bidder shall submit a monthly rate for each optional year below in the yellow highlighted cells. Each monthly rate will be multiplied by 12 months and summed together for Table R.3.2 and Mandatory Optional Table R.3.3.

Table R.3.2 Maintenance & Operations for Optional Six Years													
Maintenance and Operations Services	Optional Year 1		Optional Year 2		Optional Year 3		Optional Year 4		Optional Year 5		Optional Year 6		(M) Evaluation Total (B+D+F+H+J+L=M)
	(A) Monthly M&O Rate	(B) Extended Rate @ 12 mos.	(C) Monthly M&O Rate	(D) Extended Rate @ 12 mos.	(E) Monthly M&O Rate	(F) Extended Rate @ 12 mos.	(G) Monthly M&O Rate	(H) Extended Rate @ 12 mos.	(I) Monthly M&O Rate	(J) Extended Rate @ 12 mos.	(K) Monthly M&O Rate	(L) Extended Rate @ 12 mos.	
Maintenance and Operations services, Section 27.1	\$ 6,000.00	\$ 72,000.00	\$ 6,000.00	\$ 72,000.00	\$ 6,000.00	\$ 72,000.00	\$ 6,000.00	\$ 72,000.00	\$ 6,000.00	\$ 72,000.00	\$ 6,000.00	\$ 72,000.00	\$ 432,000.00

**Cost Worksheet #4 - SAAS License**

**Exhibit R.4 SAAS LICENSING COST**

Table R.4.1: SAAS LICENSING COST - Base Contract (3-Years) Term

SAAS LICENSE*	License Type	Purpose	Frequency	Qty.	Unit Cost	Base Contract Extended Cost	All Optional Years (6) Cost For Evaluation Purposes Only
OOB SAAS LICENSE*	Unlimited**	OOB SaaS Solution	One-time	1.0	\$ 200,000.00	\$ 200,000	\$0
<b>SAAS LICENSES COST TOTAL</b>						<b>\$ 200,000</b>	<b>\$ -</b>

\* The State will pay the initial SaaS Statewide License only after Full System Acceptance (FSA) as identified in Section 23.2, FSA

\*\* Unlimited License - A SaaS license for the OOB solution that is issued to the State allowing unlimited use by OOB State Government Internal Users and External Use

**Cost Worksheet # 5 – Unanticipated Tasks**

**Unanticipated Tasks for Contract Term**

The State expects that during the contract period, legislative and/or program changes may necessitate configuration changes. Configuration change support will result in unanticipated work and be structured based on the bidder labor costs for consulting services that will be used to support configuration change requests, modifications and enhancements. Unanticipated work is additional work that must be performed, but was not identified in the State's solicitation document.

Both the State and the Contractor must agree upon the work that needs to be performed which will result in unanticipated costs through the Work Authorization and/or the Deliverables Expectation processes outlined in the SOW. No work can be performed in advance of State's approval of the Work Authorization and/or the Deliverable Expectation forms.

The Bidder must complete the unanticipated hourly rate for the required staff classifications below (yellow cells) for their bid to be considered responsive. During the course of the Contract, the Contractor may use other classifications to perform the work; however, the unanticipated task rate charged will be at the lowest classification rate provided in the Contractor's Labor Rates and Classifications Table R.5.1 below.

**Table R.5.1 Unanticipated Tasks Hourly Labor Rates**

<b>Unanticipated Task Labor Rates and Classifications</b>				
<b>Line #</b>	<b>Classification</b>	<b>Hourly Labor Rate (Total Contract Term)</b>	<b>Estimated # hours for Evaluation Purposes only</b>	<b>Evaluation Total</b>
1	Project Manager	\$ 200.00	20	\$ 4,000.00
2	Business Analyst	\$ 190.00	60	\$ 11,400.00
3	Tester	\$ 140.00	40	\$ 5,600.00
4	Application Programmer	\$ 190.00	60	\$ 11,400.00
5	Database Administrator	\$ 220.00	30	\$ 6,600.00
<b>Unanticipated Tasks' Labor Rates Evaluation Total</b>				<b>\$ 39,000.00</b>

The Unanticipated Tasks Budget is a maximum 10 percent (%) of R.2.1 Cost Worksheet # 2 (Total M) - Implementation Tasks and Deliverables Total. This total will be included in the awarded contract.

**Table R.5.2 Unanticipated Tasks Budget**

<b>Unanticipated Tasks Budget</b>	
Unanticipated Tasks Budget is 10% of Cost Worksheet # 2 - Table R.2.1, Implementation Tasks and Deliverables Total. This cell is pre-calculated and not to be modified.	<b>\$ 48,000.00</b>

### Worksheet #6 - Base Contract Accepted Mandatory Optional

Table R.6:

Requirement #	Description	Total Cost
1	The System shall interface HCD's Grant Management Software and a future construction cost estimating system (Mapping Cost estimating system will be done by vendor.)	\$35,965

**Mandatory Optional Requirements Cost Total:**

**\$ 35,964.80**



**Worksheet #7 -Manadatory Optional Requirements - by Contract Amendment**

**Table R.7:**

Item #	Description	Total Cost
1	The System data should be extractable by third party reporting tools like Power BI, Crystal reports or Oracle reports. Though COTS systems provide out of the box reporting capabilities, some reports may require access to multiple systems. (From SOW 20.2)	\$0
2	The System shall have interface capabilities with FI\$Cal.	\$20,502
3	The System shall have interface capabilities with DRGR.	\$22,102
4	The System shall allow interface with other current and future State information system.	\$31,342

**Mandatory Optional Requirements (by Contract Amendment) Cost Total:**

**\$ 31,342.00**

# Exhibit G

**State of California  
California Department of Community and Housing Development  
Owner Occupied Reconstruction (OOR) System  
Solicitation 2019-002  
Master Change Log**

**NOTICE: This change log does not capture all changes to the Owner Occupied Reconstruction (OOR), Solicitation 2019-002. Bidders are encouraged to read the Solicitation in its entirety to fully understand all changes.**

#	ITN Addendum Section	Addendum Change	Q&A Item #	Release Document
1.	ITN Appendix B Legal Provisions and Other Requirements,	Removed lines in: a. Agreement Amount b. Invoicing and Payment Added language to Sections d and e: d) Overpayments to Contractor e) Advanced Payments Prohibited	N/A	A1
2.	ITN Solicitation Section 1 subsection F - Key Action Dates	Key Action Dates (KAD) changed for notification of award to September 15 2019 Added reference to Exhibit S on Intent to bid KAD.	N/A	A1
3.	ITN Solicitation Section 1 Subsection G -Intent to Bid, Participation Requirements, Response Format, and Evaluation	Paragraph added to address the Intent to Bid.	N/A	A1
4.	ITN Exhibit, Exhibit M – Request for Change Submittal	Language added to clarify meaning.	N/A	A1
5.	ITN Exhibit-Exhibit R - Cost Workbook	Deleted Sheet 6-Desirable Scored. Desirable Scored was taken out because the Bidder should include the cost of desirables in the appropriate task cost in Exhibit R Cost Workbook, Tab 2 -.Tasks and Deliverable Cost	N/A	A1

## Exhibit G

#	ITN Addendum Section	Addendum Change	Q&A Item #	Release Document
6.	ITN Exhibit –Exhibit R - Cost Workbook	Inserted Sheet 6-Cost Assumptions. Inserted instruction for Sheet 6 on Instructions Sheet.	N/A	A1
7.	ITN Exhibit, Exhibit S - Intent to Bid	Added Exhibit S Intent to Bid to the ITN Exhibit document.	N/A	A1
8.	ITN Solicitation Phase 2 Section	Added a secondary contact email.	N/A	A2
9.	ITN Solicitation Phase 2 Section II Proposed Solution	Subsection A - Inserted language to add estimated numbers of internal and external users. Updated State Model Cloud Computing Services Special Provisions for Software as a Service (SaaS) link.	#8	A2
10.	ITN Appendix B Legal Provisions and Other Requirements	Updated Section 1- Documents Incorporated By Reference GSPD 401IT removed	N/A	A2
11.	ITN Appendix B Legal Provisions and Other Requirements	Updated Section 10 Insurance Requirements: A) Subsection D - Crime Coverage-Changed from \$25 Million to \$1 Million Subsection E - Technology Professional Liability / Errors and Omission Insurance-changed from \$25 Million to \$10 Million.	#3	A2
12.	ITN Requirements Phase 2, Subsection 2 Narrative Responses	Inserted "two sided" pages to the number of pages outlined in the Narrative Response section	#6	A2
13.	ITN Exhibit, Exhibit N.1 – Bidder Qualification Form	Inserted "Description of services provided" box to requirement #14 in the Bidder Qualification Form, Exhibit N.1.	#5	A2
14.	ITN Exhibit, Exhibit O – Narrative Response Requirements	Aligned page counts with Requirements Narrative Response.	N/A	A2
15.	ITN Exhibit, Exhibit P – Bidder Requirement Spreadsheet	Requirement Changes:  A) #4 The System shall provide and accept legally binding electronic signatures. #55 - "The System shall require users to access the system through use of a login and password and	#13  N/A	A2

## Exhibit G

#	ITN Addendum Section	Addendum Change	Q&A Item #	Release Document
		shall include Multi-Factor Authentication (MFA) for external system users in the implementation."		
16.	ITN Exhibits, Exhibit R – Cost Workbook	Tab 2 Tasks & Deliverables, and on Tab 6 Cost Assumption, Task 2.0 Project Design and Configuration Deliverables number 2.4 Portal Design was added.	#1	A3
17.	ITN Exhibits, Exhibit R – Cost Workbook	Tab 2 Tasks & Deliverables, and on Tab 6 Cost Assumption, Task 4.0 Training Deliverables removed External Training 4 Regional Sessions for (50 External Users for each Session)	#2	A3
18.	ITN Exhibits, Exhibit R – Cost Workbook	Tab 2 Tasks & Deliverables, and on Tab 6 Cost Assumption, Task 4.0 Training Deliverables Modified Super Users from 9 to 5	#3	A3
19.	ITN Exhibits, Exhibit R – Cost Workbook	Tab 2 Tasks & Deliverables, and on Tab 6 Cost Assumption, Task 4.0 Training Deliverables Modified number of HCD Staff Training Sessions from 50 to 15 Staff	#4	A3
20.	ITN 2019-002 BAFO ITN Solicitation, Section E. Procurement Official and, Section G Intent to Bid, Participation Requirements, Response Format, and Evaluation	Change the procurement Official information	N/A	BAFO
21.	ITN 2019-002 BAFO ITN Solicitation, Section G Intent to Bid, Participation Requirements, Response Format, and Evaluation, subsection Cost Evaluation	Cost evaluation points have changed	N/A	BAFO

## Exhibit G

#	ITN Addendum Section	Addendum Change	Q&A Item #	Release Document
22.	ITN 2019-002 BAFO Appendix A Statement of Work, Section 8.0 Solution Requirements	Additional Security information has been added.	N/A	BAFO
23.	ITN 2019-002 BAFO Appendix A Statement of Work, Section 10.0 State Roles and Responsibilities	Contract Manager has been updated to HCD CIO.	N/A	BAFO
24.	ITN 2019-002 BAFO Appendix A Statement of Work, Section 11.0 Contractors Roles and Responsibilities	Added DED language and Key Contractors Staffing information has been added.	N/A	BAFO
25.	ITN 2019-002 BAFO Appendix A Statement of Work, Section 13.0 Change Control Procedures	Language was added to include change request form.	N/A	BAFO
26.	ITN 2019-002 BAFO Appendix A Statement of Work, Section 14.0 Tasks and Deliverables	Language was added for Data Dictionary and Portal Design and Implementation.	N/A	BAFO
27.	ITN 2019-002 BAFO Appendix A Statement of Work, Section 17.0 Data Handling and Ownership	Language added to clarify data changes.	N/A	BAFO
28.	ITN 2019-002 BAFO Appendix A Statement of Work, Section 19.0 Disaster Recovery	Language added to clarify Disaster Recovery process and procedures and Communication with HCD.	N/A	BAFO
29.	ITN 2019-002 BAFO Appendix A	Language was added to clarify User Acceptance Testing (UAT)	N/A	BAFO

## Exhibit G

#	ITN Addendum Section	Addendum Change	Q&A Item #	Release Document
	Statement of Work, Section 23.0 System Testing and Acceptance Procedures	test/performance completion phase		
30.	ITN 2019-002 BAFO Appendix A Statement of Work, Section 23.1 Acceptance Testing	Language was added to clarify test cycle completion phase	N/A	BAFO
31.	ITN 2019-002 BAFO Appendix A Statement of Work, Section 32.0 Attachments to the Statement of Work	Added section 32.0 to the Statement of work	N/A	BAFO
32.	ITN 2019-002 BAFO Appendix A Statement of Work, Attachment 3 Change Request Form	Added Attachment 3 to the Statement of work	N/A	BAFO
33.	ITN 2019-002 BAFO Response State Evaluation Workbook	Worksheet "Admin Tab" includes revised Non Cost Possible Points. Added Narrative Response H Additional Narrative Response Items, with corresponding points breakdown	N/A	BAFO
34.	ITN 2019-002 BAFO Requirements, Section 2 Narrative Responses	Language to the Narrative Responses Requirements have been updated	N/A	BAFO
35.	ITN 2019-002 BAFO Requirements, Phase 3 Demonstration/Cost Submission	Cost Point and calculation changed.	N/A	BAFO
36.	ITN 2019-002 BAFO Exhibits, Exhibit O	Language to the Narrative Responses Requirement have been updated	N/A	BAFO

## Exhibit G

#	ITN Addendum Section	Addendum Change	Q&A Item #	Release Document
	Narrative Response Requirements			
37.	ITN 2019-002 BAFO Exhibit P -Bidder Requirement Spreadsheet	Language has been revised for requirements: 4, 23, 40, 55,	N/A	BAFO
38.	ITN 2019-002 BAFO Exhibit P -Bidder Requirement Spreadsheet	Requirement #20 has been deleted.	N/A	BAFO
39.	ITN 2019-002 BAFO Exhibit P -Bidder Requirement Spreadsheet	Following changed requirements (Mandatory and Mandatory Optional) have been added: 73, 74, 75, 76, 77, and 78.  A traceability column has been added.	N/A	BAFO
40.	ITN 2019-002 BAFO Exhibit Q- Deliverables Table	Language has been revised in the "Deliverable Specifications, Location in the SOW and Corresponding Requirement" column.  New Deliverables have been added.	N/A	BAFO
41.	ITN 2019-002 BAFO Exhibit R-Cost Worksheet	New Deliverables have been added to Worksheet 2 - Tasks & Deliverables and Worksheet 6 - Cost Assumptions	N/A	BAFO
42.	ITN 2019-002 BAFO Exhibit R-Cost Worksheet	New Worksheet #7 - Mandatory Optional has been added to the Cost Worksheet	N/A	BAFO
43.	ITN 2019-002 BAFO Glossary	Added definition for "Executive Sponsor"	N/A	BAFO
44.	ITN 2019-002 BAFO 1 Rev.2 ITN Solicitation, Section G Intent to Bid, Participation	Cost evaluation points have changed	N/A	BAFO 1 Rev.2

## Exhibit G

#	ITN Addendum Section	Addendum Change	Q&A Item #	Release Document
	Requirements, Response Format, and Evaluation, subsection Cost Evaluation			
45.	ITN 2019-002 BAFO 1 Rev.2 Response State Evaluation Workbook	Worksheet "Admin Tab" includes revised Non Cost Possible Points.	N/A	BAFO 1 Rev.2
46.	ITN 2019-002 BAFO 1 Rev.2 Requirements, Phase 3 Demonstration/Cost Submission	Cost Point and calculation changed.	N/A	BAFO 1 Rev.2
47.	Appendix B Legal Provisions and Other Requirements	Added, "The Contract, as defined in Cloud Computing Software as a Service (SaaS) General Provisions, hereby incorporates by reference the following two (2) documents" in the Section 1.	N/A	Contract Formation 9/18/19
48.	Appendix B Legal Provisions and Other Requirements, 4. Permits and Licenses	Added, "Section 30, Cloud Computing Software as a Service (SaaS) General Provisions"	N/A	Contract Formation 9/18/19
49.	Appendix B Legal Provisions and Other Requirements, 5. Confidentiality of Data and Documents	Added, "Section 21 of the Cloud Computing SaaS General Provisions"	N/A	Contract Formation 9/18/19
50.	Appendix B Legal Provisions and Other Requirements, 13.0 Required Federal Language from 2 CRF Part 200 Appendix II	Added, "Cloud Computing SaaS General Provisions, Section 15, 16, 17 and 36"	N/A	Contract Formation 9/18/19



## Exhibit G

#	ITN Addendum Section	Addendum Change	Q&A Item #	Release Document
51.	Appendix B Legal Provisions and Other Requirements, 16. Termination For Non-Appropriation of Federal Funds	Added, "paragraph 15 of the Cloud Computing SaaS General Provisions"	N/A	Contract Formation 9/18/19
52.	Appendix B Legal Provisions and Other Requirements, 22.0 Amendments	Added, "Section 25 of the SaaS General Provisions"	N/A	Contract Formation 9/18/19

**Invitation to Negotiate (ITN)  
For  
Owner Occupied Reconstruction (OOR)  
System**

**2019-ITN-002  
Solicitation BAFO 1 (Rev.2)**

**Issued by:  
State of California  
Department of Housing and Community Development (HCD)**

**September 11, 2019**

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## **1) SECTION I: INTRODUCTION**

### **A. Purpose of this Solicitation**

The Invitation to Negotiate (ITN) is a competitive solicitation that seeks qualified bidders to provide a Software as a Service (SaaS) system that is an already developed “off-the-shelf”, web-based, direct to individual, grant program management solution to manage grants to disaster survivors to rebuild/reconstruct homes, and potentially, reimburse homeowners for costs previously incurred due to the disaster. This SaaS solution shall allow HCD personnel and external users (e.g., applicants, project managers) to effectively link, track, manage, analyze, search and report all project information throughout a project’s life cycle from initial homeowner’s survey to full homeowner grant application through construction and closeout.

The California Department of Technology (CDT), on behalf of the California Department of Housing and Community Development (HCD), is issuing this ITN to solicit Bidders to provide an Owner-Occupied Reconstruction (OOR) System to complement the State’s future Grants Management System (GMS). The OOR System will act as the program operation and administration portal and will require functionality to bridge data transfer to ensure compliance requirements between FI\$Cal and the U.S Department of Housing and Urban Development (HUD)’s Disaster Recovery Grant Reporting (DRGR) system, which manages HUD’s data for CDBG Disaster Recovery (CDBG-DR) funds.

The State is seeking qualified Bidders to submit proposals that demonstrates their proposed system and past experience best meets the State’s requirements and needs. The OOR system will be implemented to support the State’s new homeowner reconstruction program which will directly assist grant recipients. The State intends that the selected Bidder will work with the State to furnish industry standard, secure, and quality services that provide the best overall solution.

Implementation timing for this system is critical. The tight implementation timeframe does not allow for a fully custom-built OOR system. HCD is looking for a system that has been successfully implemented for HUD programs, has been monitored by HUD, and found to meet federally required program and financial management standards.

Award will be made to the most qualified Bidder that meets and/or exceeds the State’s requirements. Any Agreement executed as a result of this solicitation may be amended at the State’s discretion and by mutual consent of the State and the Bidder. The State anticipates the Agreement term will be three (3) years with an option for six (6), one-year (1) extensions. The optional years can be executed in variable increments.

Important to note: HCD will soon be releasing a separate RFP program operation of the OOR program, it should be noted that this ITN is for the software system solution only.

### **B. Current Issues and Concerns**

HCD is implementing the direct-to-homeowner, grants and construction management program to assist California disaster victims to rebuild their homes. HCD currently does not

possess an owner-occupied reconstruction program or system. Given the program's tight timeframe to

implement such a software solution, we are seeking an out-of-the-box implementation as much as possible.

Because of the need to get the Program implemented as soon as possible, a homeowner/potential applicant survey either through the system or manually, must be deployed within the first week of October 2019 and the solution must be able to accept and process full applications by December 20, 2019. **While the deployment of the survey is not the primary responsibility of the OOR solution Vendor, HCD's desire is to have the survey deployed and analyzed from within the solution.** See Attachment 4 for workflow detail.

### C. Process of the ITN

This competitive procurement is being conducted by the CDT, on behalf of the HCD, as provided under PCC Section 6611. This solicitation contains instructions regarding the process to submit a response to this competitive solicitation by interested Bidders.

The Bidder is expected to follow the format and utilize all forms included in this solicitation necessary for their response. This solicitation also addresses the requirements that Bidders must meet in order to be eligible for consideration, as well as addressing the Bidder's responsibilities.

This procurement will follow a phased approach as indicated below to ensure Agreement award.

#### SOLICITATION PHASE 1

The objective of Phase 1 is to select Bidders who qualify by meeting the Phase 1 requirements.

1. State releases ITN.
2. State conducts ITN Bidder Conference, Q&A (Exhibit L), and Request for Changes (Exhibit M).
3. Bidders submit their Cover Letter with required Exhibits A through K.

#### SOLICITATION PHASE 2

1. Bidders submit responses for the Narrative requirements, Bidder Qualifications and Bidder References, Deliverables Table, Exhibits N-Q.
2. State evaluates the responses based on minimum requirements. The ITN Requirements document and associated Exhibits contains the minimum requirements that must be met. After Evaluation, the State reserves the right to advance the qualified Bidders to proceed further in the negotiation process including solution demonstrations.

3. At the State's discretion, the State will invite selected Bidders to conduct a demonstration of the proposed system. The State will notify Bidders by email if selected to conduct the demonstration.

### SOLICITATION PHASE 3

The objective of Phase 3 is to award the final contract. The State will perform the following to determine the winning bidder:

1. State invites Bidders to perform demonstrations
2. State evaluates Bidder's demonstrated and presented solution
3. State receives Bidder's cost for evaluations
4. State will evaluate, score and determine Bidder(s) moving forward to negotiations
5. State will negotiate with the Bidder(s) and request their Best and Final Offer (BAFO)
6. State determines winning Bidder and issues the notification of award

#### **D. Availability and Engagement Opportunities**

The State expects the proposed solution to be readily available upon Bidder's submission of their responses. The Bidder must be available to demonstrate the proposed solution to the State following the submission of the required Phase 2 documents and be available to negotiate with the State within one week after submission.

#### Engagements:

In Solicitation Phase 1:

1. Bidders' Conference -there will be a Bidders' conference scheduled for in person or tele-conference attendance. All Bidders are encouraged to attend.
2. If a Bidder is going to attend the Bidder's Conference in person, please send an email to the State Procurement Official (PO) listed in Section E. of this solicitation and state how many people are planning to attend in person.
3. Q&A – Questions and Answers are available through email submission throughout the Q&A phase and up to the final Q&A date.
4. Bidders submit their Cover Letter with required Exhibits A through K.

In Solicitation Phase 2:

1. Bidders to submit responses for the Narrative Responses, Bidder Qualifications, Bidder References, Requirements and Deliverables Table, required Exhibits N-Q.

In Solicitation Phase 3:

1. Individual Bidder's Demonstration – there will be an opportunity for the Bidder to present its system and to collaborate with the State during the demonstration process to better understand the State's environment, architecture, and requirements.
2. The Bidder must provide the cost workbook at their demonstration and shall be submitted to the State Procurement Official (PO) in a sealed envelope marked "cost".

**E. Procurement Official**

The State PO contact information for this solicitation is:

CJ JawaharCalifornia Department of Technology, Statewide Technology Procurement  
10860 Gold Center Drive  
Rancho Cordova, CA 95608  
Email: [cj.jawahar@state.ca.gov](mailto:cj.jawahar@state.ca.gov) and  
CC: to MaryAnne.DeKoning@state.ca.gov  
Phone: Office - 916.431.4687 or Cell - 916.201.8292

All inquiries, questions, and responses must be directed to only this person, unless otherwise identified in this solicitation. The State PO will also act as the department contact for visits or other information.

Oral communications directly with the State PO concerning this solicitation shall not be binding to the State. Bidders should only rely on written statements issued by the State PO.

**F. Key Action Dates**

No.	Event/Action	Elapsed Time
1.	Solicitation Release	July 3 2019
2.	ITN Bidders' Conference Tele-Conference line: 1-888-273-3658 Participate Code: 5645990	July 16 2019 1:00 pm -3:00 pm PST
3.	Intent to Bid Due (see Exhibit S)	July 19 2019
4.	Final date for Cover Letter with required Exhibits A through M (Phase 1)	July 25 2019 12 pm PST
5.	State's Evaluations and Clarifications of Cover Letter with required exhibits	July 25-29 2019
6.	Final Question Submission	July 29 2019 5 pm PST
7.	Final date for Bidder submission of Narratives, Bidder Qualifications, Bidder Reference and Requirements, Exhibits N-Q (Phase 2)	Aug 6 2019 12 pm PST
8.	State's Evaluations, Clarifications, Negotiations, and notification to demonstrate	Aug 6-12 2019
9.	Setup and prepare for demonstration	Aug 13-16 2019
10.	Demonstration and Evaluation (Phase 3) along with cost worksheet in sealed envelope, required Exhibit R	Aug 13-16 2019

No.	Event/Action	Elapsed Time
11.	Negotiations and BAFO (Phase 3)	Aug 19-30 2019
12.	Notification of Award	No later than Sep 15 2019
13.	Agreement Execution	No later than Sep 15 2019

Note: Dates are subject to change without addendum

**G. Intent to Bid, Participation Requirements, Response Format, and Evaluation**

Bidders that want to participate in this solicitation should submit a complete Exhibit S, Intent to Bid by the date specified in Section F Key Action Dates. This document shall be emailed to the Procurement Official identified in Section E. However the State would appreciate those Bidders not intending to Bid to complete Exhibit S and state concerns and reasons in the comments section, as to why the Bidders are not responding to the bid.

It shall be the Bidder's responsibility to immediately notify the Procurement Official identified in Section E, in writing, regarding any revision to the contact person information. The State shall not be responsible for proposal correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, about any change pertaining to the designated contact person.

A Bidder must notify the Procurement Official whenever its intent to bid changes or whenever there is a change in the Bidder's designated contact information.

The Bidders must adhere to all requirements, 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 F, Key Action Dates. Responses submitted after the deadline will not be accepted nor evaluated.

Email all responses to the Procurement Official's email address at [cj.jawahar@state.ca.gov](mailto:cj.jawahar@state.ca.gov). If necessary, multiple emails can be submitted as long as the Subject of the email contains, "Part X of Y" (X identifies the number of emails and Y identifies the total number of emails expected).

The following structure and format must be adhered to by the Bidders. This will help facilitate the State's review and evaluation process.

Bidders will submit their response in three Phases: Administrative, Technical, and Cost.

**Solicitation Phase 1 – Administrative Response**

This phase will contain several requirements required to be submitted by the Bidder. All responses and applicable exhibits and forms must be completed and included with the Bidder's submitted response as indicated in the table below. All exhibits shall be submitted in



one pdf document to the State PO listed in Section E. of this document. Administrative responses are scored as pass/fail.

ADMINISTRATIVE REQUIREMENTS:

Exhibit	Description
Exhibit A	Cover Letter
Exhibit B	Bidder Declaration GSDP-05-105
Exhibit C	Iran Contracting Act of 2010
Exhibit D	Workers' Compensation Certification
Exhibit E	Secretary of State Certification
Exhibit F	Payee Data Record (STD 204)
Exhibit G	California Civil Rights Laws Certification
Exhibit H	Federal Preferences and Incentives
Exhibit I	Confidentiality Statement
Exhibit J	Commercially Useful Function (CUF) Certification
Exhibit K	Response Checklist

COMMUNICATION TEMPLATES – USE AS NEEDED:

Exhibit No.	Description
Exhibit L	Template for Question Submittal
Exhibit M	Template for Request for Change Submittal

**Solicitation PHASE 2 – Technical Response**

All responses and applicable forms must be completed and included with the Bidder's submitted response as indicated in the table below.

TECHNICAL REQUIREMENT

Submittal	Description
Exhibit N.1	Bidder Qualification Form
Exhibit N.2	Bidder Reference Form
Exhibit O	Narrative Response Requirements (Placeholder)
Exhibit P	Bidder Requirements Spreadsheet
Exhibit Q	Deliverables Table
Exhibit R	Cost Workbook
Exhibit S	Work Authorization Form

Submittal	Description (NR)
NR – A	Narrative Response – Implementation Plan
NR – B	Narrative Response – Quality Assurance Plan
NR – C	Narrative Response – System Disaster Recovery Plan
NR – D	Narrative Response – Training Plan

NR – E	Narrative Response – Key Challenges
NR – F	Narrative Response – Portal Design and Implementation
NR – G	Narrative Response – Homeowner Survey

**Solicitation Phase 3 – Demonstration/Cost Worksheet Submission**

A. Demonstration

The State reserves the right to advance the most qualified Bidders to proceed to demonstrations. During demonstration, the State will observe and evaluate the effectiveness of the solution and outcomes of the demonstration.

B. Cost

Cost responses will be submitted in a sealed envelope to the State PO after the Bidder's scheduled Demonstration.

Submittal	Description (NR)
Exhibit R	Cost Workbook

**Evaluation**

The State Evaluation Team will evaluate responses in Solicitation Phase 1 and Phase 2 along with Bidder Demonstration and cost.

The evaluation process is multi-step, comprised of a thorough review of each Bidder's Response to determine that it is responsive and responsible, and provides "best value" to the State. The best value response is the response that meets all requirements set forth in this solicitation and offers the State the best combination of administrative, qualification, solution, and cost value as determined through the evaluation process specified in this section.

Final selection will be based on compliance with all requirements, sixty percent (60%) scored administrative, bidder qualifications, and solution requirements, and forty percent (40%) cost, among the responses that are responsive and responsible to the solicitation requirements. Responsiveness is indicated by meeting the Administrative, Solution Requirements, and Cost Requirements. Responses that do not comply with the mandatory components stipulated in this solicitation may be deemed non-responsive and the Bidder disqualified. The State reserves the right to modify or cancel this procurement in its entirety or in part at any time.

**Solicitation Phase 1 - Response Review**

Included in Solicitation Phase 1 responses, Bidders must submit their Cover Letter and the required Exhibits A through M. Responses received by the due date and time specified in ITN Solicitation, Section 1.F. Key Action Dates, will be opened and evaluated.

**Solicitation Phase 2 - Response Review**

Only those Bidders deemed responsive and responsible after Solicitation Phase 1 review will be allowed to submit Solicitation Phase 2 responses. All Solicitation Phase 2 responses must be submitted by the due date and time specified in Key Action Dates. Bidder shall submit the required Exhibits N.1, N.2 through Q. The evaluation criteria are listed in Response State Evaluation Workbook.

### **Solicitation Phase 3 - Response Review**

#### Demonstration Evaluation

After the Solicitation Phase 2 response review, the State will advance the most qualified Bidders to proceed to demonstrations. During demonstration, the State will observe and evaluate the effectiveness of the solution and outcomes of the demonstration.

The demonstration is intended to afford the State the ability to verify the claims made by the bidder in response to the Exhibit O Narrative Response Requirements.

Requirements. The demonstration will be used to validate the Bidder's claims and provide the State with confirmation that the proposed solution is as claimed by the Bidder. All Bidders passing sequential Phases 1-2 will be invited to demonstrate their solution. Bidders not passing sequential Phases 1 -2 will not be invited to demonstrate their solution.

#### Notification

Demonstrations will be held in accordance with Section 1.F, Key Action Dates. Bidders will be notified via email of the actual date, time and location of the demonstration at least three (3) calendar days prior to the demonstration date.

#### Preparation

The Bidder is fully responsible for all aspects of the Bidder Demonstration. The State will provide a conference room with enough chairs for the State Evaluation team and up to 5 bidder team representatives. The State will provide AC electric power, an internet connection, PC, and screen. The Bidder may choose to bring their own laptop and projector. Bidders must assume that the State's contribution to the Bidder Demonstrations will be limited to a conference room with bare walls, chairs for the State Evaluation team and up to 5 Bidder team representatives, a conference table and AC electrical power. If necessary, the Bidder shall provide a projector to ensure that the Evaluation Team can clearly see what is being demonstrated.

The State requires all demonstrations to be conducted at the California Department of Housing and Community Development's office in Sacramento, California. Costs for developing and providing the demonstration, including travel to Sacramento, California, if necessary, are entirely the responsibility of the Bidder and shall not be chargeable to the State.

#### Demonstration Requirements

Each Bidder will be allocated the same amount of time to prepare and demonstrate the System Requirements. Bidders should be prepared to demonstrate every System Requirement that the

Bidder marked “Out of the Box” in Exhibit P. Bidder(s) will be allowed two hours for demonstrations. This includes any time needed for set-up or take-down of bidder equipment. It is the Bidder’s responsibility to determine how to best present their products and materials within the allotted time limit. The Bidder is fully responsible for all aspects of the Bidder Demonstration.

Bidder(s) shall indicate if a System Requirement in Exhibit P will be met by the base system by placing an “X” in the “Out of the Box” column of Exhibit P, Bidder Requirements Spreadsheet. If the Bidder’s response indicates that a requirement will be met by the base system/Out of the Box, as defined in the instructions of Exhibit P, System Requirements, then the Bidder must be prepared to demonstrate such functionality.

During demonstrations, the State will limit questions only to ask the bidder to demonstrate a System Requirement that the Bidder indicated with the “X” in the “Out of the Box” column of Exhibit P, Bidder Requirements Spreadsheet. The Bidder may demonstrate additional functionality, provided that all required demonstration items are first addressed, and the demonstration duration does not exceed the allowable time limit.

Note that the Bidder Demonstration takes place only if all preceding phases have been executed and did not result in the Response being considered non-responsive. Cost Evaluation takes place only as part of the evaluation after the Demonstration occurs and response scoring is complete for Phase 3. Until that time, cost-related information for the Response remains sealed.

**Cost Evaluation**

The State will evaluate the Bidder’s cost workbook. Cost responses will be submitted in a sealed envelope to the State PO at the Bidder’s scheduled Demonstration. Bidders meeting and qualifying after the demonstration evaluation will have their cost workbook reviewed and evaluated. If a Bidder was determined to be non-responsive and/or not responsible during the evaluation of the response requirements, the cost will remain unopened for that Bidder.

All cost worksheets will be validated to verify completeness and mathematical accuracy. After costs worksheets have been verified for accuracy, the Bidder with the lowest proposed total cost will receive the maximum score of 2,770 points. All other Bidders will receive a proportionally lower score using the ratio of the lowest proposed total cost to the Bidder’s proposed total cost applied to the maximum points of 2,770, as shown in the Bidder cost score formula Table below:

**Bidder Cost Score Formula**

<b>Bidder Cost Score Formula</b>			
(Lowest proposed total cost)	X total points	=	<b>Bidder cost score</b>
(Bidder’s proposed total cost)			

The cost score calculation example in the Table below, Bidder Cost Score Calculation example illustrates that Bidder C proposed the lowest cost and received the maximum points possible.

### Bidder Cost Score Calculation Example

Bidder Cost Score Calculation			
Bidder	Bidders' Proposed Total Cost	Calculation	Bidder Cost Score
A	\$500,000	$\frac{\$300,000}{\$500,000} \times 2770$	1,662 points
B	\$400,000	$\frac{\$300,000}{\$400,000} \times 2770$	2,078 points
C	\$300,000	$\frac{\$300,000}{\$300,000} \times 2770$	2770 points

NOTE: Point values in this example explain the calculations and have no other significance.

#### H. Negotiations

At the discretion of the State, pursuant to PCC section 6611, the State will invoke negotiations that are in the best interest of the State.

The negotiation process will:

1. Ensure that the Bidders clearly understand the State's requirements before attempting to develop their BAFO
2. Ensure that the State clearly understands how the Bidder intends to meet the requirements before those submissions are finalized
3. Give the State and each Bidder the opportunity to discuss potentially unacceptable elements of a Bidder's submission and give the Bidder the opportunity to modify its submission to correct such problems
4. Ensure a submitted BAFO

#### I. Award

Award will be made to one Bidder who meets and/or exceeds the requirements and receives the highest total points.

#### J. Award Protest

This competitive procurement process does not include any provisions to protest either the process or resulting agreement award. However, pursuant to Public Contract Code section 6611(d), a Bidder 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.

## **2) SECTION II: PROPOSED SOLUTION**

### **A. Objective**

The State intends to establish a new agreement with a Bidder that provides an “off-the-shelf” SaaS solution for direct-to-individual grant program management to manage grants to disaster survivors to rebuild/reconstruct homes, and potentially, reimburse homeowners for costs previously incurred due to the disaster. We anticipate the system will have 50 internal and 700 external users. Ideally there should be minimal need for custom development of components to meet HCD’s OOR’s needs. However, the system should be flexible enough to be configured and/or customized as necessary. The new system is intended to be a portal for all users – including both program and project applicants/personnel and HCD staff – to submit, interact with, and manage project data and information.

### **B. Implementation Approach**

The implementation approach shall have minimal impact to the existing HCD operations.

### **C. Interfaces**

- External data generation to print submitted documentation, generate reports based on specified parameters, and export data to other formats for data manipulation.
- Web-based interface with definable access levels allowing for HCD personnel and external users (e.g., applicants, project managers)
- The new OOR SaaS solution will need to interface with HCD’s soon to be acquired SaaS enterprise Grants Management System.
- The OOR System will act as the program operation and administration portal and will require functionality to bridge data transfer to ensure compliance requirements between FI\$Cal and the U.S Department of Housing and Urban Development (HUD)’s Disaster Recovery Grant Reporting (DRGR) system, which manages HUD’s data for CDBG Disaster Recovery (CDBG-DR) funds.

### **D. Maintenance and Support**

The State intends to receive an end-to-end solution from the Bidder for the grant and contract management system services. It is the Bidder’s responsibility to maintain all components including but not limited to equipment, software, products, and knowledge management in working order.

If a planned or unplanned change occurs, HCD must be notified. Any change or outage in the Bidder’s system that impact HCD services should follow the HCD approved change control procedure.

### **E. Training**

The Bidder is responsible for providing training to HCD on the solution.

The training materials should be specialized to the individual sections that support HCD services. The training methods should allow for multiple delivery vehicles from on-site training to virtual and self-administered training. At a minimum the Bidder shall provide printed training materials for all locations and employees that provide HCD services.

Training should be updated upon any changes to the solution. All training materials are subject to HCD approval. The training plan must fit into existing HCD training schedule/window.

Reasonable accommodations must be included according to the Americans with Disability Act (ADA).

#### **F. Service Refresh**

The State expects to update the services periodically as technology or business requirements change.

The Bidder shall:

1. Offer services during product refreshes that meet the minimum specifications of this solicitation.
2. Make information available to HCD, with as much advance notice as practicable/possible, regarding any changes that are required or enhancements, and upon request, will make recommendations for service updates. HCD will review the recommended changes to services and determine contract acceptability.

If no substitute service is available that meets or exceeds the solicitation specifications due to fundamental, technology, or market change, the HCD may alter the minimum specifications to meet the updated standards. HCD may cease its use of any service or service feature it deems to be obsolete.

#### **G. Payment Bonds and Cyber Liability Insurance**

The Bidder will be required to provide Cyber Liability Insurance throughout the term of the agreement. Dollar amount of the insurance will be discussed and determined during negotiations.

Appendix B Legal Provisions and Other Requirements has additional information regarding insurance requirements.

# Appendix A

## Statement of Work

### 1.0 PURPOSE AND BACKGROUND

The California Department of Housing and Community Development is developing a new federally funded program named ReCoverCA to be managed through [www.RecoverCA.org](http://www.RecoverCA.org) which will provide federal disaster funds for owner-occupied reconstruction (OOR). The ReCoverCA OOR program will assist homeowners in rebuilding or rehabilitating their personal primary residence after a natural disaster.

The OOR Program will work directly with disaster impacted homeowners to help determine their eligibility for a Community Development Block Grant – Disaster Recovery (CDBG-DR) grant for gap funding to assist with reconstruction, and then assisting grant recipients through the reconstruction process. The OOR program will consist of program management, construction management, case management, and a financial management feature within the new software system.

Interested vendors are invited to describe how their software solution can help HCD carry out and meet the ReCoverCA owner-occupied reconstruction program needs. HCD is interested in a vendor who has a SaaS solution that is robust and user friendly with web-based portal technology. This SaaS solution shall allow HCD personnel and external users (e.g., applicants, project managers) to effectively link, track, manage, analyze, search and report all project information throughout a project's life cycle from initial homeowner's survey to full homeowner grant application through construction and closeout.

### 2.0 CURRENT ENVIRONMENT

Currently, there is not a State run OOR Program in place, however, a Community Development Block Grant- Disaster Recovery (CDBG-DR) unit has been established to design and implement this program. The CDBG-DR unit is familiar with the requirements and future of the OOR program. Being a new program, there will be no data to convert or migrate.

### 3.0 DESCRIPTION OF PROPOSED NEW SYSTEM

Per the HUD approved Action Plan (<http://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbg-dr/docs/March-2019-HCD-CDBG-DR-ActionPlan-APPROVED.pdf>) HCD is seeking to procure an already developed, in-use SaaS direct-assist web-based solution for the ReCoverCA OOR program that includes portal technology for grant application submission, management, status and award.

The solution will manage homeowner grants to disaster survivors to rebuild/reconstruct their homes, and potentially, reimburse homeowners for costs previously incurred due to



the disaster. The solution will share data with the GMS. For further detail and illustration, Attachment 4 contains a diagram of the proposed OOR program workflow. This solution must have been used by HUD grantees and monitored by HUD with all system related findings having been resolved.

**4.0 TERM OF AGREEMENT**

The term of this Agreement shall commence on the Agreement Execution Date. The Agreement term will be three (3) years with an option for six (6), one-year (1) extensions. The optional years can be executed in variable increments.

The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the Effective Date which shall be the date the Agreement is approved by CDT, Statewide Technology Procurement. Any delivery of goods or performance of services by the Contractor that is commenced prior to the Effective Date shall be considered gratuitous on the part of the Contractor with no cost to HCD.

**5.0 CONTRACTS CONTACT**

<b>Contractor – Contract Manager</b>	
Name, Title:	
Address:	
Phone Number:	
Fax Number:	
E-mail address:	

<b>State – Contract Manager</b>	
Name, Title:	
Address:	
Phone Number:	
Fax Number:	
E-mail address:	

**6.0 CONTRACTOR NAME CHANGE**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change HCD will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

## **7.0 AMENDMENTS**

Consistent with the terms and conditions of the solicitation, at the discretion of the State and upon mutual consent, HCD and the Contractor may execute amendments 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. Amendments to increase quantities of products/services shall be at the same rates identified in Exhibit R (Cost Workbook).

## **8.0 SOLUTION REQUIREMENTS**

One hundred percent of mandatory requirements shall be met at complete implementation.

The new system is a portal for all users – including both program and project applicants/personnel and HCD staff – to submit, interact with, and manage project data and information. Detailed requirements are found in Exhibit P (Bidder Requirement Spreadsheet), and workflow view and task relationships can be found in Attachment 4.

As a high-level overview, the solution provided shall include the following:

- Creation, deployment, receipt and analysis of customizable full grant applications based on survey results by December 2019.
- Homeowner rehabilitation/reconstruction grant application, review, selection, reporting, oversight and data compilation
- Assignable workflow management
- Storage, search, and retrieval of project records and documents
- Calculate, complete and track Duplication of Benefits
- Management and tracking of project communications and grantee relationships
- Analysis of project data and report compilation
- Centralize and link all related program and project information and documents
- Aggregate accomplishments across projects and report on those accomplishments
- Data transfer with the State's new Grant Management System
- Standardize common practices and procedures
- Security functionality for protecting all Personal Identifiable Information (PII)

### **8.1 SYSTEM GENERATED GRANT MANAGEMENT REPORTING**

System generated reports must include both formatted standard reports and the custom ad-hoc reports to address specific program reporting and research needs. Both types of reports should be exportable to file layouts such as excel, csv, rtf and

pdf. All reporting fields must be exportable to the State's overall grant management system. Reporting fields include, but are not limited to, the following data:

- **Budget** – Summary and detail information for both budget totals and budget line items: encumbrances, balance remaining, pending funds requests, disbursements, disencumbrances, recaptured funds, total spent in Year to date and Inception to Date.
- **Financials** – Financial transaction reporting with summary reports
- **Grantee Data** – Primary and secondary contacts, certifications, total funding encumbered, total spent, total at risk
- **Environmental Review** – Environmental Review Record status (Exempt, Pending, Complete) and whether mitigations are required and, if so, what type – flood, coastal, project design, cultural, fire, noise, air quality, etc.
- **Project Milestones** – Milestones met on time or late, milestones pending and sortable
- **Demographics** – Must be able to be collected by individual, household, and area: race, ethnicity, income, head of household (female and/or senior) household size, multiple families in single household, disability, presumed benefit (senior, homeless, victim of domestic violence, at risk youth)
- **Accomplishments** – Housing units, persons served, urgent need, mitigation, non-mitigation
- **Grant data** – Grant year, funds tracking, expenditure terms, expiration terms
- **Loan data** – Loan year, loan program, amortization and/or regulatory agreement, long term monitoring requirements, audit data

## 9.0 CLOUD PROVISION

The cloud service must be from one of the providers listed on the California State Contract such as Microsoft Azure, Amazon Web Services Cloud, or IBM Cloud Services.

<https://cdt.ca.gov/services/off-premises-cloud/>

Cloud service may also be vendor-hosted if the provider is listed on the California State Contract found here:

<https://cdt.ca.gov/services/calcloud-vendor-hosted-subscription-services-vhss/>

Cloud facility service shall have 99.9% uptime. (MS Azure & Amazon AWS meet this).

The system and cloud service must adhere to the guidelines set forth in the State Administrative Manual (SAM) 4983/4983.1 and Cloud First Policy (TL14-04).

<https://www.dgs.ca.gov/Resources/SAM/SAMTOC>  
<https://cdt.ca.gov/wp-content/uploads/2017/03/TL-14-04-Cloud-Computing-Policy.pdf>

The designated Cloud Service Provider will maintain all Hardware for the System.

## 10.0 STATE ROLES AND RESPONSIBILITIES

HCD recognizes that the success of this project will require that HCD coordinate closely with the contractor to resolve potential issues and provide timely feedback and support. HCD commits to a next business day turn-around time for questions and minor decisions. Change requests will be reviewed and either approved or returned to the Contractor for revision within two to four business days of receipt. HCD will provide three points of contact to help respond to issues and promote timely response to issues. The contacts will include the following roles:

- **HCD Project Manager:** The HCD project manager will be the primary lead contact on the project and will be responsible for:
  - Reviewing and responding to project materials and change requests.
  - Reviewing weekly progress reports, and all department update materials, and request changes and prioritization as appropriate
  - Circulating requests and information needing Contract Manager approval
  - Coordinating with HCD program staff and the Contractor to schedule and implement system trainings for internal HCD staff as well as external user training for Applicants.
  - Managing the internal components of the Organizational Change Management process and provide a lead contact for HCD staff impacted by the new system.
- **HCD Assistant Project Manager:** The HCD assistant project manager will provide back-up and project implementation support to the HCD project manager and will act as a secondary contact in the event that the project manager is temporarily unavailable. The HCD assistant project manager will be responsible for coordinating internal meeting schedules and tracking requests for information and other responses required from HCD.
- **Contract Manager (HCD CIO):** The Contract Manager will have signing authority on change requests as well as decision authority over changes that impact the project budget or that substantially alter any of the required functionality in the project. Communication with the Contract Manager will be managed through the HCD Project manager and HCD assistant project manager.

## 11.0 CONTRACTOR ROLES AND RESPONSIBILITIES

Contractor's Project Manager will be the primary point of contact for the State. The Contractor's Project Manager and designated team members shall be responsible for providing progress updates against the in-progress requests during the weekly meeting as well as in the weekly progress report to HCD. Any change orders must be approved in writing by the Contract Manager. Contractor commits to a next business day turn-around time for questions and requests for information. Change requests returned for revision will

be reviewed and either disregarded or resubmitted to HCD for approval within two business days of receipt.

The Contractor shall facilitate Department update conference calls and on-site meetings with HCD on a periodic basis, with an agreed upon frequency. The Contractor will prepare a project work plan with a clear weekly progress report component and conduct weekly status meetings. Contractor shall prepare agendas; action item lists and disseminate the meeting minutes as appropriate. Meeting agenda should be circulated twenty-four hours prior to the meeting. This is mandatory for any meeting that includes HCD Executive Leadership. At a minimum, the following agenda shall be covered in the weekly status meetings:

- Status of high-priority items (to be determined in conjunction with the HCD Contract Manager)
- Discussion of open questions or issues
- Discussion of potential risks
- Decision log, change management log, risk registry
- Change Control log (tracking all change requests)

Contractor's Project Manager will document deliverables for Contractor and HCD review and approval, at a minimum, weekly and will include:

- Decision Logs
- Change Control logs (tracking all change requests)
- Project implementation plan and schedule, the plan needs to include a high-level summary with a detailed plan, schedule and proposed changes to the timeline.

The Contractor shall complete a Deliverables Expectation Document (DED for HCD review and approval. The DED form is provided as Attachment 2 to this Statement of Work (SOW). For each deliverable, the parties will agree ahead of time on deliverables specification and acceptance criteria, which the Contract shall document on a DED. The deliverable will address all components required by the Contract.

#### Key Contractor Staffing

- Contractor's Project Manager
- OOR Subject Matter Expert
- Executive Sponsor
- Lead Tester
- Lead Developer

## 12.0 ESCALATION PROCESS

The Escalation Process is designed to ensure that all parties are notified and updated with current status information from the moment a service problem is discovered to resolution. All status updates required through this process shall include at a minimum, issue status, approach being taken to resolve the identified issue, service impact,

service impact risk, and estimated time for issue resolution. The following escalation process shall be followed for technical support problem and issue resolution:

The following process is for Severity 1 issues only, as defined in Section 12.1, Severity Definitions.

When the Contractor or HCD discovers a service problem, the Contractor gathers the details of the problem and opens a service request (ticket) for the service problem. HCD shall notify the Contractor when it discovers a service problem, by either email or telephone. The Contractor acknowledges the problem by email sent to HCD with a unique ticket number. All subsequent responses related to this service problem shall contain the Contractor assigned ticket number included in the email. Problems shall be resolved within two (2) hours by the Contractor. If the problem is complex or involves additional troubleshooting, HCD shall be notified, and provided a status update, including any actions taken.

#### **A. First Level Escalation**

If after two (2) hours of effort the Contractor has not resolved the problem, the Contractor shall assign the appropriate level of personnel that will resolve the problem within 1 hour. If the issue is still not resolved at the three (3) hour mark, Contractor contacts HCD with a status update.

#### **B. Second Level Escalation**

If the problem has not been resolved within three (3) hours, the Contractor shall assign a team leader to evaluate and revise the initial resolution approach to resolve the problem within one (1) hour.

#### **C. Third Level Escalation**

If the problem has not been resolved within four (4) hours, the Contractor's team leader shall escalate the ongoing problem to the Contractor's Executive Management. HCD will notify the assigned Executive Management to discuss the ongoing problems and the potential for HCD invoking its rights and remedies under the Agreement.

For Severity 2 issues as defined in Section 12.1, Severity Definitions, the Contractor shall follow the same escalation process above, except for the notification times which are as follows:

- First Level Escalation: After four (4) hours
- Second Level Escalation: Within (6) hours
- Third Level Escalation: Within eight (8) hours

For Severity 3 issues as defined in Section 12.1, Severity Definitions, the Contractor shall follow the same escalation process above, except for the notification times which are as follows:

- First Level Escalation: After eight (8) hours
- Second Level Escalation: Within twelve (12) hours
- Third Level Escalation: Within twenty-four (24) hours

For Severity 4 issues as defined in Section 12.1, Severity Definitions, the Contractor shall follow the same escalation process above, except for the notification times which are as follows:

- First Level Escalation: After twenty-four (24) hours
- Second Level Escalation: Within three (3) calendar days
- Third Level Escalation: Within seven (7) calendar days

## **12.1 SEVERITY DEFINITIONS**

The service problem reason shall be based on the following severity definitions:

### **a. Severity 1: Service Unavailable**

HCD is experiencing a service-interrupting issue exclusively due to Contractor products or services. Business operations cannot continue, the operation is mission-critical to the business, and the situation is an emergency as determined by HCD.

A Severity 1 service problem has one or more of the following characteristics:

- Services are not accessible to one or more end-user customer, and HCD has determined that it is not an HCD related cause.
- Severe service impacting issues are determined by HCD to be related to the Contractor's services, equipment, cabling or connectivity.

Contractor's Responsibility to Severity 1:

The Contractor shall work 24x7 until the issue is resolved. The Contractor shall be assigned an HCD contact during this period to assist with data gathering, testing, and applying fixes.

### **b. Severity 2: Service Impaired**

HCD is experiencing system impairment or quality issues directly related to Contractor equipment or services. The issue is impacting normal business operations, and there is no workaround.

Contractor's Responsibility to Severity 2:

The Contractor shall work during business hours (at least 8am until 5pm) until the issue is resolved. The Contractor shall be assigned an HCD contact during this period to assist with data gathering, testing, and applying fixes.

**c. Severity 3: Bug or Non-conformity**

HCD is experiencing degradation of performance in the system. There is a workaround, and while it may be an inconvenience, the result does not severely impede the operation of business.

Contractor's Responsibility to Severity 3:

The Contractor shall work during business hours (at least 8am until 5pm) until the issue is resolved. The Contractor shall be assigned an HCD contact during this period to assist with data gathering, testing, and applying fixes.

**d. Severity 4: General Support Request**

HCD has "how-to" questions, configuration changes, or new feature requests. The result does not impede the normal business operation.

Contractor's Responsibility to Severity 4:

Contractor shall follow the escalation process provided in Section 12.0, Escalation Process.

**e. The Contractor shall adhere to the following for a service problem workaround:**

1. A workaround is a temporary fix to either an Equipment or Software deficiency such that core business functionality is restored and there are no significant impacts that prevent the business from operating as intended. All workarounds shall be approved by HCD, in writing, prior to implementation.
2. HCD does not anticipate that suitable workarounds will be available for Severity Level 1 or Severity Level 2 deficiencies. However, HCD is willing to consider workarounds suggested by the Contractor for these Severity Levels on a case-by-case basis.
3. A workaround for a Severity Level 1, Severity Level 2, or Severity Level 3 deficiency, if approved by HCD, shall result in a reduction of the Severity Level by at least one (1) level. The written approval provided by HCD shall note the reduction of Severity Level(s).



4. All workarounds approved by HCD shall be identified, approved, and implemented within the identified Severity Level. The ultimate resolution or correction of the deficiency shall be implemented within the timeframes of the Escalation Process associated with the Severity Level that is specified at the time of HCD's approval of the workaround.

### **13.0 CHANGE CONTROL PROCEDURES**

The Contractor shall coordinate in advance the scheduling of all HCD software releases. The Contractor shall establish and maintain a software request for change process.

The Contractor shall submit an HCD Request for Change Form, attached to this SOW as Attachment 3 at least 21 days in advance of proposed change implementation for HCD review and approval or rejection. In case of emergency request for change, the Contractor must notify the HCD Contract Manager for additional instructions.

The Contractor shall provide HCD with the request for change document containing finalized scope, estimated hours, and the schedule. The HCD Project Manager will review, prioritize project tasks, and the Contract Manager will approve the request for change document. The Contractor shall be responsible for providing progress updates against the in-progress request for changes during the weekly meetings as well as in the weekly progress report to HCD. All requests for change must have prior approval by the HCD Contract Manager.

### **14.0 TASKS AND DELIVERABLES**

Specific tasks related to the scope include the following:

1. Project kick-off
2. Project Management – Subject to the HCD approved implementation plan, progress meetings will include Contractor prepared detailed agendas and meeting minutes as appropriate. The Contractor shall prepare a progress report and conduct weekly status meetings with the state. The HCD Project Manager and Contractor will work together to define the scope.
3. Analysis and Design – The Contractor shall work with HCD and the State to complete the gap analysis of needs and formulate System configuration and development needs into a final needs-based design plan. The Contractor must document functional and non-functional requirements to be reviewed and approved by HCD.
  - a. Data Dictionary – The Contractor shall work with HCD, GMS system, and any other related system to develop a consolidated data dictionary, data mapping, and governance structure. This data

dictionary shall be consistently updated for the duration of the contract.

- b. Portal Design & Implementation - The end user internet portal for RecoverCa.org will be designed with HCD's Communication team and implemented. (Implementation deadline).
4. Quality Management - The Contractor shall be responsible for the professional quality, and timely completion of all activities to be executed under the Agreement and shall maintain quality assurance logs to be submitted weekly to the HCD Project Manager for review and approval. Contractor deliverables shall include the Quality Assurance Plan.
5. Training – The Contractor will provide role-based training for all impacted HCD Staff, both business and technical users, and external users carrying out the program management such as case managers, who will assist applicants in using the system. The Contractor will create role-based training plans. All plans, schedules, and documents including training materials, user guides and desk manuals created by the Contractor will be reviewed and approved by HCD.

All deliverables defined in Exhibit Q Deliverables Table, will become property of the state upon contract completion. The Contractor will complete the following:

**a. Pre-Go-Live:**

Train up to 15 program staff

Create a training plan that includes the following:

- A roadmap with a schedule of training activities;
- A description of the types of training that will be conducted for the End User, System Administrator, Help Desk, Train-the-Trainer, Applicants, etc., the projected number of people to be trained and their job function, and the level of training required for each;
- A description of all training modes such as webinars, hands-on/classroom, regional workshops, online tutorials, help screens, etc. and their technical platforms;
- Develop and provide all training resources, including technical environments, class materials, process flows and procedures, user manuals, quick reference guides, online tutorials, help screens and other training aids;
- Update training materials and system and support documentation to reflect changes as they occur;
- Develop and implement evaluation and attendance tools;
- Monitor ongoing training results and make training improvements as needed.

**b. Post-Go-Live:**

Provide training for application changes;

Update training materials and system and support documentation to reflect changes;

6. Implementation - The Contractor shall be responsible for providing support to HCD during the implementation of any new or enhanced software components developed under the Agreement.
7. Project Closeout - Upon complete system implementation the Contractor shall comply with the project completion criteria below:
  - The Contractor and HCD shall conduct a project closeout meeting, at which time the Contractor shall submit to the HCD Project Manager a concluding status report indicating that all work and deliverables have been successfully completed according to the requirements defined.
8. Support and Maintenance - Support and maintenance of system and any upgrades shall be part of the maintenance duties that are part of this Statement of Work.

#### **15.0 DELIVERABLE ACCEPTANCE CRITERIA**

All concluded work shall be submitted for review and acceptance or rejection to the HCD Project Manager through the use of the Deliverable Acceptance Document (DAD). The Contractor shall provide an approved DAD, which will be signed by the HCD Project Manager upon completion of a deliverable as listed in Exhibit Q Deliverables Table. Signed acceptance is required from the HCD Project Manager and Contract Manager before submitting an invoice for payment. Refer to Section 11.0 Contractor Roles and Responsibilities, for identification of the individual required to sign for acceptance of deliverables under this Agreement. Deliverables rejected by the Contract Manager will be governed by the Corrective Action Plan.

#### **16.0 UNANTICIPATED TASKS**

The Agreement amount includes a limited budget for unanticipated tasks within the scope of the Agreement. The limited budget is fixed and not to exceed ten percent (10%) of the base contract amount. These funds may be used at HCD's discretion. Unanticipated tasks will be contracted on an as-needed basis and shall be optional throughout the base term of the Agreement. Work for unanticipated tasks will be assigned and agreed to in writing by the Contractor and HCD via a Work Order Authorization (WOA) before the work can commence. The WOA form is provided in Attachment 5, Work Authorization Form. The rates for unanticipated tasks shall not exceed the original bid rates listed in Cost Workbook Exhibit R – Unanticipated Tasks Budget.

### **16.1 WORK ORDER AUTHORIZATION**

During the course of the Agreement, HCD may specify additional Statement of Work to be completed by the Contractor.

- a. All work identified in the Statement of Work shall be initiated using Work Order Authorization (WOA). Each WOA shall include a description of the task and deliverable and the number of estimated hours, by person, to complete the work.
- b. The additional statement of work may include but not limited to additional services, value-add feature, new technology product, enhanced service offering, and expansion of capabilities.
- c. The Contractor will not begin work on a deliverable until HCD and the Contractor's Project Manager have approved the WOA's deliverables. The start of work will occur upon the start date of the WOA or upon approval by the Contract Manager whichever occurs later.
- d. All work performed pursuant to a WOA shall be subject to the terms, conditions, and requirements of this Agreement.

### **17.0 DATA HANDLING AND OWNERSHIP**

Data will be secured and protected using standards and best practices. Please see the attached ITN Resource Links document.

HCD owns the data stored within the System.

Any data changes made within the system will be reflected in the system in real-time.

The Systems covered by this Invitation to Negotiate (ITN) contain information that HCD considers confidential. Accordingly, information contained within the System may not be disseminated, sold or disclosed.

HCD may require that the Contractor, as well as any authorized subcontractor(s), execute an HCD approved confidentiality agreement (Exhibit I).

### **18.0 SECURITY**

It will be a violation of the provisions of the Agreement for the Contractor or Contractor's employee(s), or any Subcontractor or employee thereof, to remove or alter any record or copy for any purpose other than a backup of on-line data as provided herein.

Should it be determined that any equipment or software used by the Contractor under the terms of this Agreement is damaged, it shall be the Contractor's responsibility to repair or replace the software or equipment, without cost to HCD.

The System shall adhere to the security guidelines and policies stated in the following attached documents:

SAM – INFORMATION SECURITY (Office of Information Security) 5300 -  
<https://www.dgs.ca.gov/Resources/SAM/SAMTOC>

NIST Special Publication 800-53, Security and Privacy Controls for Federal Information Systems and Organizations -  
<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>

FIPS PUB 199, FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATION –  
<https://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.199.pdf>

## **19.0 DISASTER RECOVERY**

The Bidder's disaster recovery plan must be implementable and must include:

- Contractor shall provide Backups Daily (Based on a Pacific Time Zone)
- For disaster recovery purposes, there shall be multiple backups (2 or more) in different physical geographical locations within the continental U.S.
- The backups and restores shall be tested on a regular basis.
- Business Continuity - In case of a disaster business must resume within 24 hours.
- Bidder's processes and procedures for the disaster recovery of the system
- Coordination with HCDCommunication with HCD stakeholders

## **20.0 COMPATIBILITY AND INTERFACE**

The system shall interface with existing financial and grant management applications. Interface properties will be determined based on application capabilities.

An onsite gateway server should not be required to interface with the System provided by the Contractor.

### **20.1 API (Application Program Integration)**

The OOR developer must request the API's from our GMS application to successfully integrate the OOR application with the GMS application. The OOR developer must provide their own API's to integrate with HCD's GMS application. The API's shall be used to integrate the two software systems to optimize efficiency between the OOR and GMS applications. The OOR developer must use the GMS API's to extend their web applications to push and pull data into and from the GMS application. The data sync process shall be automated. Multiple web browsers such as Internet Explorer and Google Chrome must be supported in the OOR and GMS production environment. All data traffic between the OOR and GMS applications must be secured and if possible, encrypted. API testing must be completed before integrating the production OOR and GMS applications.

## **20.2 Reporting**

Solution(s) system data should be extractable by third party reporting tools like Power BI, Crystal reports or Oracle reports. Though COTS systems provide out of the box reporting capabilities, some reports may require access to multiple systems. The data should be in a readable format and not encrypted.

## **21.0 SYSTEM IMPLEMENTATION GUIDANCE AND APPROACH**

The Contractor will work with HCD to identify and understand its processes and procedures in order to provide advice on the best ways to integrate those processes and procedures with the proposed software solutions. This includes advising on System best practices, providing guidance on enhancing and automating processes and procedures based on software capabilities, and consulting on how to overcome identified challenges of current practices and procedures by utilizing the software capabilities. See the Bidder Requirements Spreadsheet, Exhibit P for details.

The Contractor will prepare an implementation plan for review and approval by HCD. The implementation approach shall result in minimal impact to existing HCD operations – staff outside of key project management and support staff should not be adversely impacted by the design and implementation of the System with the exception of staff training and system testing. The Contractor will include offsite and onsite Contractor staffing expectations in the implementation plan.

## **22.0 TECHNOLOGY REFRESH**

The Contractor will coordinate all software updates and upgrades with HCD. All software updates and upgrades shall be scheduled in advance so as to eliminate or minimize disruption to HCD and any other users of the system.

Change notes/documentation shall be provided to HCD prior to implementation.

Training will be administered by the Contractor. Training shall be included for any major update that will change workflow processes or navigation in the System.

Technology refresh shall include updated technology requirements from HUD, including, but not limited to:

- a. Updates regarding the handling of personally identifying information (PII) data
- b. Updated reporting requirements, such as new national objectives, new area benefit data, and update fund management requirements
- c. Updated standard HUD forms (if formatted forms are available)
- d. Updates to the federal program reporting systems and interfaces

Contractor is responsible for remaining current on technological changes in federal program management requirements. The contractor and HCD will negotiate implementation of technology refreshes through the work order authorization process.

### **23.0 SYSTEM TESTING AND ACCEPTANCE PROCEDURES**

The Contractor shall produce a Quality Assurance Plan to include a test strategy, test plan, test scripts, and acceptance test procedures that will be reviewed and approved by HCD.

The System must include a test environment. The user acceptance testing environment shall be refreshed with production data as requested by HCD.

The Contractor and HCD will work together to develop test cases and test scripts (including User Acceptance Testing), which will be reviewed and approved by the HCD Project Manager. The Contractor shall submit the test/performance results in a readable report. The Contractor will ensure that each test cycle is completed with no blocker, critical, or major defects before moving to the next testing phase.

The Contractor must trace test scripts and testing results to the requirements.

#### **23.1 ACCEPTANCE TESTING**

The Contractor must conduct user acceptance testing sessions on-site. The Contractor shall be required to facilitate user acceptance testing on any new or enhanced software components developed under this Agreement as approved by the HCD Contract Manager.

Acceptance testing is intended to ensure that the services acquired under this Agreement result in successful and continued satisfactory levels of performance throughout the term of this Agreement. The products and services acquired shall conform to HCD's requirements in this Agreement, while meeting performance standards and warranties.

The Contractor will ensure that each test cycle is completed with no blocker, critical, or major defects before moving to the full system acceptance phase.

#### **23.2 FULL SYSTEM ACCEPTANCE**

"Full system acceptance" is defined as 30 continuous calendar days of error-free processing following complete system implementation.

"Error-free processing" means the installed System is operating in a manner meeting all of the technical requirements of this Agreement, with no work-around or manual intervention required, and free of errors deemed by HCD to be of Severity levels 1, 2, and 3, as defined in Section 12.1, Severity Definitions. Severity level 4 errors will not impede full System acceptance.

## **24.0 CORRECTIVE ACTION PLAN**

HCD will be the sole judge of the acceptability of all work performed, all work products produced, and services provided by the Contractor. Should the work performed, or products or services produced by the Contractor fail to meet the Agreement requirements, the following initial process will be employed, except as provided otherwise in the Agreement:

1. HCD will notify the Contractor in writing within ten (10) business days after discovery of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
2. The Contractor will, within five (5) business days after initial problem notification, respond to HCD by submitting a written detailed explanation describing precisely how the identified services and/or products adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products.
3. HCD will, within five (5) business days after receipt of the Contractor detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If HCD rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) business days of notification of rejection.
4. HCD will, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor.
6. If a Contractor project component or deliverable is rejected three (3) times by HCD, the Cure Notice process will follow.

## **25.0 CURE NOTICES**

HCD will issue a written cure notice to inform the Contractor in the event the Contractor fails to meet an Agreement requirement or performance requirement. The cure notice will give the Contractor ten (10) calendar days to remedy the identified condition or deficiency. If the condition or deficiency is not corrected to HCD's satisfaction within this period, the Contractor may be declared in material default by HCD and HCD may exercise its various rights and remedies under the Agreement, up to and including terminating the Agreement.

### **25.1 TRIGGERS FOR A CURE NOTICE**



Cure notices may be triggered by the any of the following conditions, or other conditions that arise in Contractor's performance of the Agreement:

1. The Contractor continues to miss agreed-upon deadlines or fails to follow the Escalation and/or Corrective Action Plan processes;
2. Demonstrable evidence exists that the work is not being accomplished in accordance with the terms hereby;
3. Quality of deliverables does not meet HCD's standards;
4. The Contractor is non-responsive to HCD requests;
5. The system suffers consistent and severe deficiencies such that the system is not, in the HCD's subjective opinion, meeting HCD's needs or satisfying the Contractor's requirements under the Agreement.

## **26.0 TRAINING**

There will be a variety of different users with different roles and permissions. This includes internal HCD users, such as system administrators, super users, grant managers, and reviewers, and external users, such as, project managers, and reviewers. The Contractor must provide a training environment that is separate and apart from the user acceptance environment and production environment. The contractor must be able to train and provide support for system administrators on the full scope of the System and train and provide support for staff users on how to utilize the System and facilitate HCD's workflow as applicable to their roles. Additionally, the contractor must be able to provide instructional documentation for the System that can be customized, as needed, for the other user types and their more limited roles and permissions.

Training, ongoing support, and instructional documentation may be in the form of one-on-one training, as needed and appropriate; manuals; instructional videos; user groups or contractor-led discussion boards; or other. HCD shall have the right to approve the method of training, support, and the forms of documentation. All users must have access to training and instructions to complete basic functions through the system, including, logging in, completing forms, uploading documentation, submitting forms and documentation, and initiating and responding to System managed communications.

All training methods and materials must be approved by HCD. Training to be provided to the following:

1. HCD external users - at least two (2) two webinars for external user training to be posted to HCD's website and linked to the System portal.

2. Approximately 15 HCD internal end users. Scheduling of these training sessions to be reviewed and approved by HCD.
3. Up to five (5) system super users. Duties may include, but not limited to:
  - a. HCD's first line of support for System issues for both our internal and external users.
  - b. Liaise with the contractor to maintain the reporting and dashboard infrastructure for the organization
  - c. Interacts with users and evaluates System issues
4. Three (3) HCD product administrators. The duties of these product administrators may include but not be limited to:
  - a. Sets up administrator and user accounts
  - b. Provides advice and training to end-users
  - c. This is a hands-on, senior technical position with Subject Matter Expertise (SME) on the implemented System
  - d. Liaise with the contractor to plan and coordinate testing changes, upgrades, and new services, ensuring Systems will operate correctly in current and future environments
  - e. Liaise with the contractor for problem management activities such as issue resolution and root cause analysis

## **27.0 MAINTENANCE, OPERATIONS, PERFORMANCE**

The Contractor shall be responsible for System stability during the term of the Agreement. Within the Maintenance & Operations (M&O) Plan, service level and performance level requirements shall establish clear relationships between HCD and the Contractor, set service goals, and provide a framework for continuous analysis and improvement. The service level and performance level requirements also establish key performance indicators that shall be used to demonstrate the effectiveness of a service. By tying performance to measurable metrics, HCD and the Contractor shall find it easier to identify service performance problems.

The System should not suffer degradation of service during system backup or maintenance functions.

A copy of the most current HCD production data must be transferred or backed-up to an HCD designated network location or locations on an agreed schedule to be approved by HCD's Project Manager. All HCD data, whether residing in the cloud, on Contractor's equipment, or on HCD's designated backup network location, is and shall be at all times remain the sole property of HCD.

### **27.1 MAINTENANCE & OPERATIONS SERVICES**

The Contractor shall perform M&O Services within the contractually agreed upon service and performance levels for the period of performance during the Agreement

term identified in SOW Section 4.0 Term of Agreement. The Contractor shall perform operational activities which include installing, configuring, managing and monitoring the services, System, equipment, and software that comprise the OOR solution. The Contractor shall perform preventive maintenance such as repair and testing of application defects, application tuning, component upgrades, and database reorganizations. The Contractor shall test Acceptance procedures, and the Contractor's Quality Assurance changes to the environment as described in SOW Section 23.0, System Testing and Acceptance Procedures. The Contractor shall actively monitor, manage and operate the system availability, performance, and capacity. The Contractor shall be transparent with the operations of the System by reporting system status verbally, in writing, and through automated tools to the State. The Contractor shall be responsible for updating the Data Dictionary with any changes that are made Post-Go-Live.

## **28.0 HELP DESK**

Contractor shall provide System support via phone, email, and online to be available during standard business hours – Monday through Friday 7 am to 6 pm Pacific Time, excluding federal holidays.

The Contractor will provide Help Desk support for System related issues and queries while HCD staff manage program related issues and queries.

## **29.0 SERVICE LEVEL AGREEMENTS (SLAS)**

Contractor must ensure 99.9% uptime of the system at all times.

Contractor must provide written description of any major outages (including description of root-cause and fix) resulting in greater than 1-hour of unscheduled downtime per incident within a month. For additional information regarding SLAs, please see Appendix B Legal Provisions and Other Requirements.

## **30.0 PROJECT PAYMENT TERMS**

In accordance with Public Contract Code, §12112, the State will withhold, from each invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of the payment per the SOW.

The payment schedule for the OOR system implementation is deliverables-based except for Maintenance and Operations and Help Desk services which are paid monthly in arrears at the rates indicated in Cost Worksheet #7

## **31.0 SELECT LEGAL PROVISIONS AND OTHER REQUIREMENTS**

Select legal provisions and other contractual requirements that will be incorporated into the Agreement are set forth in Exhibit B (Bidder Declaration) Legal Provisions and

Other Requirements hereto and incorporated herein. This is not an exhaustive list of all provisions that will be contained in the Agreement to be signed by all parties.

**32.0 ATTACHMENTS TO THE STATEMENT OF WORK**

- Attachment 1- Deliverable Acceptance Document
- Attachment 2- Deliverable Expectations Document
- Attachment 3- Change Request Form
- Attachment 4- OOR Process Flow
- Attachment 5- Work Authorization Form

## ATTACHMENT 1: DELIVERABLE ACCEPTANCE DOCUMENT

<b>Contractor Name:</b>	
<b>Agreement Number:</b>	
<b>Deliverable/Product Name:</b>	
<b>Completion Date:</b>	
<b>Cost:</b>	

1. Deliverable Submitted for Approval
2. Statement of Formal Acceptance

*This DAD acknowledges formal acceptance of the Deliverable per the Deliverable Expectations Document acceptance criteria. The undersigned formally accepts as complete the above-identified deliverable and do hereby state that this deliverable meets or exceeds agreed-upon acceptance criteria.*

HCD

Vendor Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attachment 2: Deliverable Expectation Document

<b>Deliverable Name:</b>	
<b>Deliverable Completion Date:</b>	
<b>Deliverable Owners:</b>	

1. Deliverable Overview

2. Roles and Responsibilities

<b>Role</b>	<b>Responsibility</b>
Project Director	•
Project Manager	•
Project Team	•
Contractor Project Executive	•
Contractor Project Lead	•
Business Owners	•
Subject Matter Experts	•

3. Deliverable Entrance Criteria

The following tasks should be completed prior to starting work on Deliverable:

4. Deliverable Acceptance Criteria

The following criteria is used to determine acceptability of the deliverable:

**ATTACHMENT 2– Deliverable Expectation Document, Continued**

**ATTACHMENT 2 DELIVERABLE EXPECTATION  
 DOCUMENT, CONTINUED**

5.Deliverable Schedule

SharePoint Schedule ID	Task Name	Start Date	End Date	Resource Name(s)

6.Signatures

**This DED was completed according to contract requirements of XX-XXXX.**

Approved by (State signature)	Position Title	Date
----------------------------------	----------------	------

Approval Acknowledged by (Contractor signature)	Position Title	Date
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**ATTACHMENT 3: CHANGE REQUEST FORM, continued**

Change Impact: (What areas are affected by this change)

**Back Out Procedures**

Is there a back out procedure for this change?

If yes, then answer the following questions below:

What is the Back Out Procedure?

Time required to back out changes

Target date/time for initiating back out (Fail Safe)

(HH:MM)

Date (M/D/YY)

Time (HH:MM)

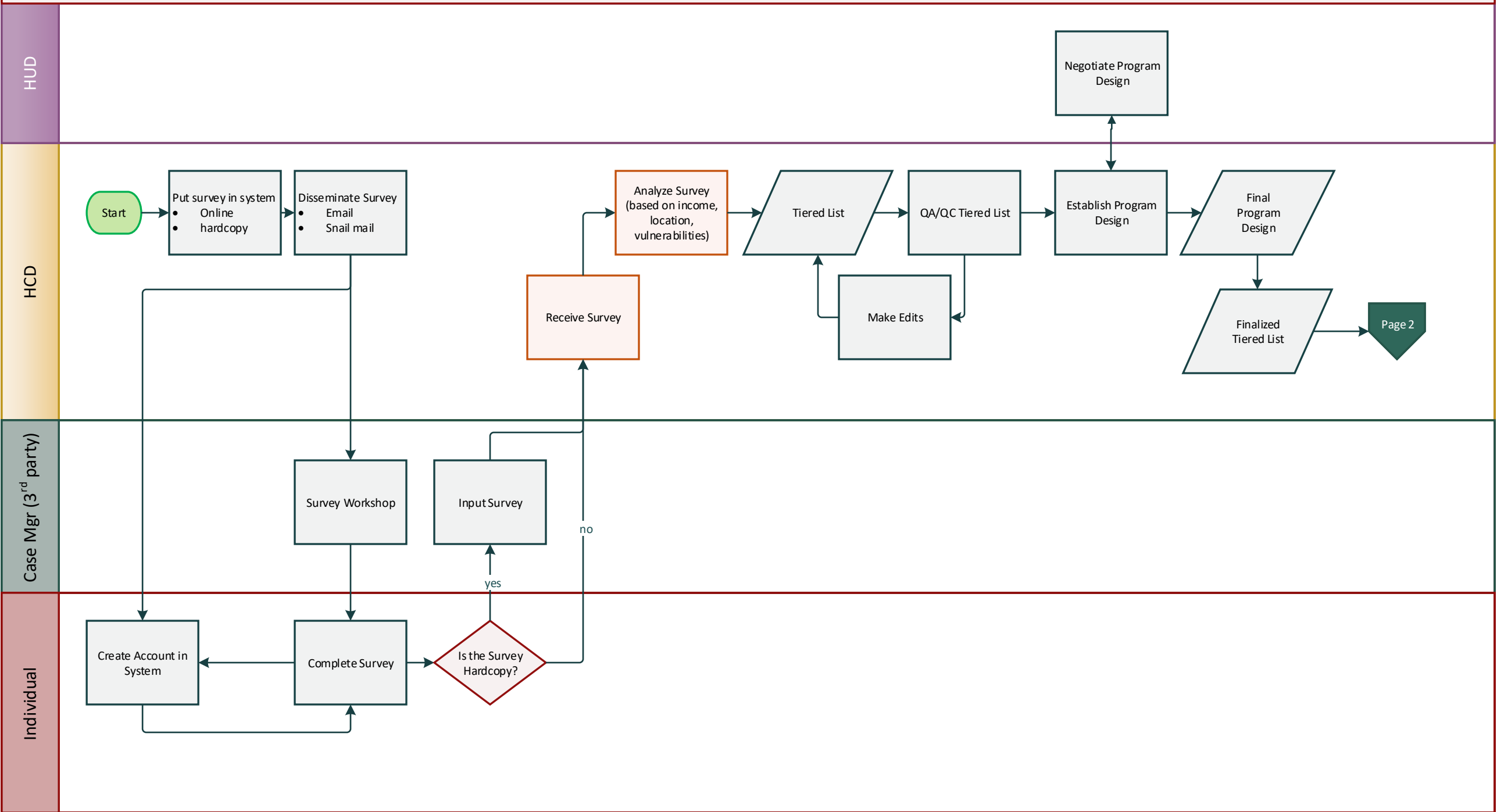
**Testing and Documentation**

Proposed Changes Tested:

Release Notes Attached:

System Object Documentation Updated:

# OOR/Direct Assist Process (Page 1 of 3)

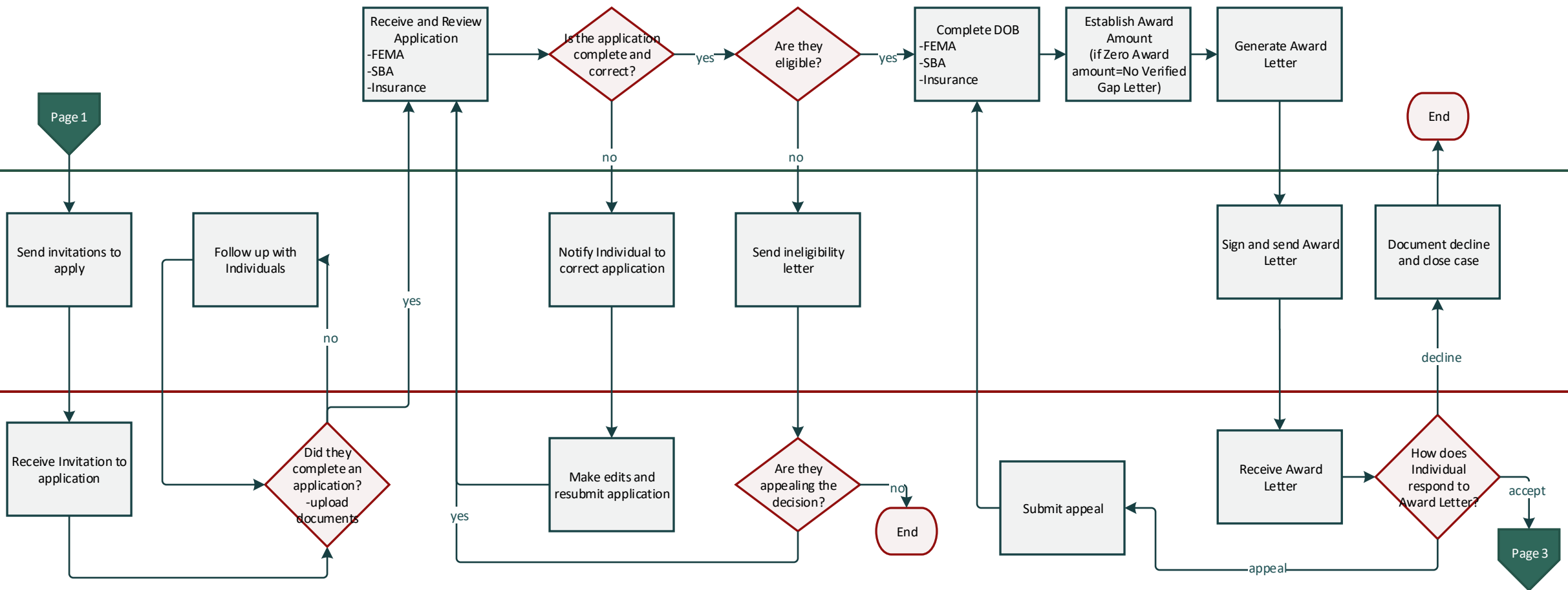


HUD

HCD

Case Mgr (3<sup>rd</sup> party)

Individual

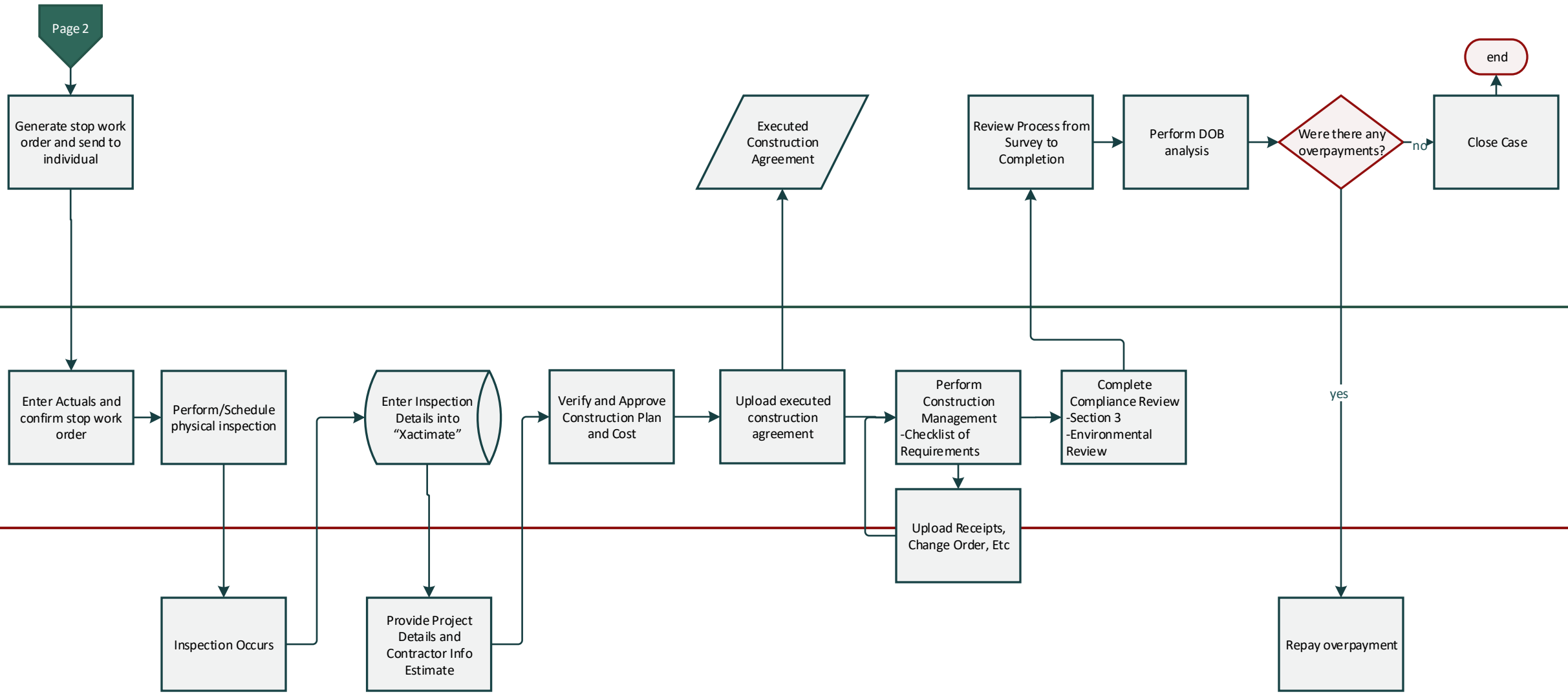


HUD

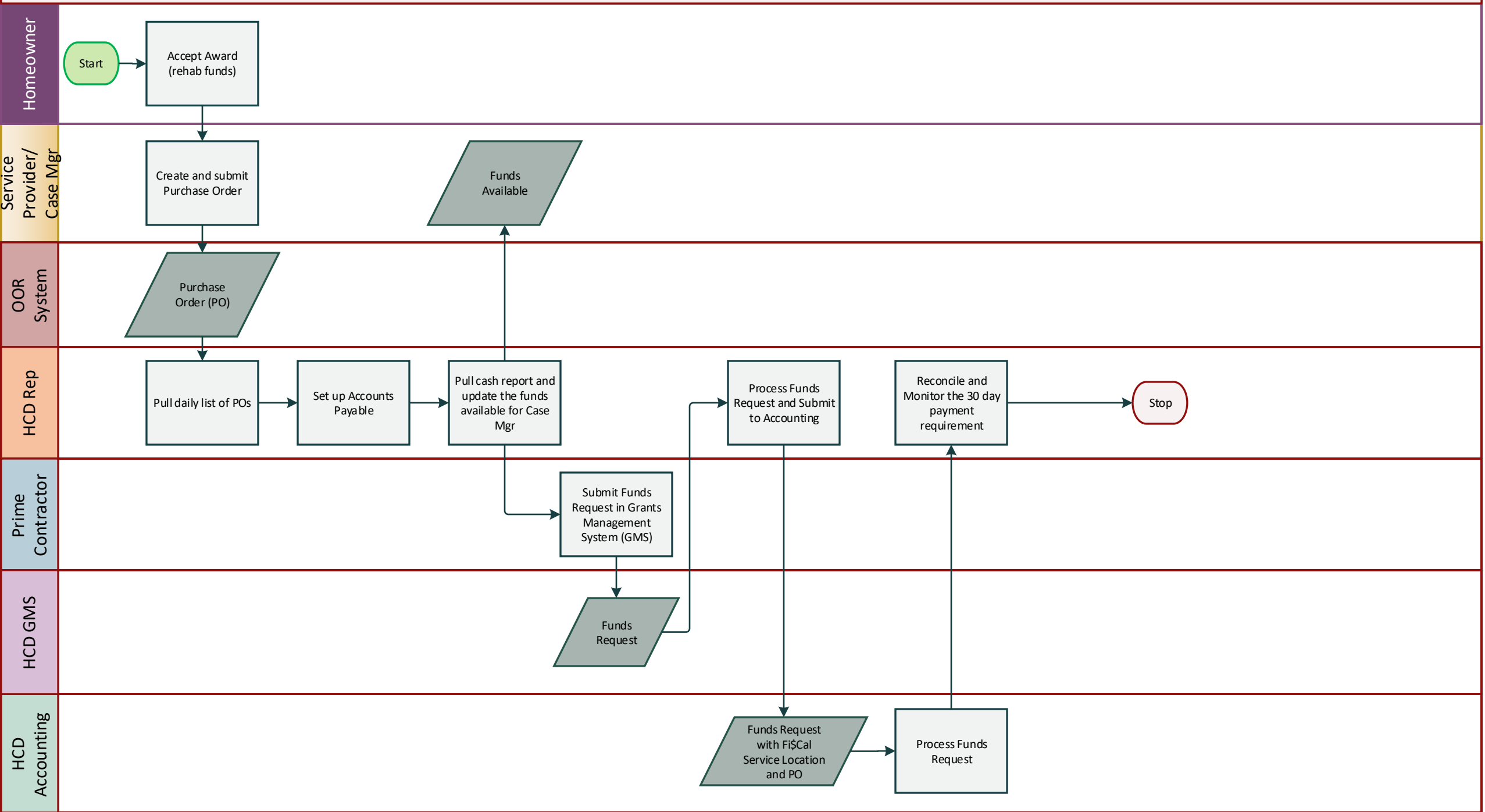
HCD

Case Mgr (3<sup>rd</sup> party)

Individual



# OOB Business Process for Payments



**ATTACHMENT 5 – WORK AUTHORIZATION FORM**

WORK AUTHORIZATION NUMBER	PAGE(S)  of
---------------------------	-------------------

TITLE

TASK SUMMARY *(Brief description of tasks to be performed under work authorization)*

START DATE	COMPLETION DATE
TOTAL ESTIMATED LABOR HOURS	TOTAL ESTIMATED COST

This task will be performed in accordance with the Work Authorization and the provisions of Contract Number

**APPROVALS**

VENDOR CONTRACT ADMINISTRATOR NAME	TITLE
------------------------------------	-------

SIGNATURE	DATE
-----------	------

STATE CONTRACT ADMINISTRATOR NAME	TITLE
-----------------------------------	-------

SIGNATURE	DATE
-----------	------

## **Appendix B**

### **Legal Provisions and Other Requirements**

#### **1. DOCUMENTS INCORPORATED BY REFERENCE**

The Contract, as defined in GSPD – 401IT, General Provisions – Information Technology, hereby incorporates by reference the following two (2) documents:

- A. State Model: Cloud Computing Services Special Provisions for Software as a Service (SaaS) <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>
- B. State New Cloud Computing Software as a Service (SaaS) General Provisions ([https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/CLOUDCOMPUTING\\_SaaS\\_GPs-ADA.ashx?la=en&hash=869011D092AC64A2BB464FECFD1C5BB83CB64456](https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/CLOUDCOMPUTING_SaaS_GPs-ADA.ashx?la=en&hash=869011D092AC64A2BB464FECFD1C5BB83CB64456))

#### **2. GOOD STANDING REQUIREMENT**

The Contractor, and all constituent owners and members thereof, must be in good standing with the State of California, including HCD and all other departments, agencies, and other political jurisdictions thereof. This means that Contractor and its constituent owners and members must not be in default under any of its contractual, financial, statutory, or regulatory obligations to the State, must have a good past performance history with the State, and, if an entity, must be a duly formed and validly existing entity which is legally qualified to do business within the State of California. Furthermore, neither the Contractor, nor any constituent owner or member thereof, may be listed on any HUD debarment or suspension list, including without limitation, the list contained in the Excluded Parties Listing System (<https://sam.gov/SAM/>). The foregoing requirements apply both at the time of execution of the Contract and at all times during the term of the Contract and shall also apply to all subcontractors authorized to do work on behalf of Contractor pursuant to the Contract. Contractor shall ensure that this good standing requirement is contained in all contracts executed between Contractor and a subcontractor.

#### **3. SUBCONTRACTORS**

Nothing contained in the Contract or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the relevant terms and conditions of the Contract and its attachments in addition to any other relevant terms and conditions.

Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in the Contract. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

When subcontractors are used, HCD will pay the Contractor who, in turn, will be responsible for paying the subcontractor directly. Subcontractor fees and costs are included in the "total" price of the Contract.

If subcontractor(s) fails to execute a portion of the work in a satisfactory manner, the Contractor shall immediately remove the subcontractor, upon written request from the Contract Manager. Said subcontractor may not be employed for another portion of the Contract. The HCD Contract Manager will not entertain requests to arbitrate disputes between the Contractor and subcontractor concerning performance of their contract duties.

Contractor shall not substitute a subcontractor in place of another without prior notification and written approval from the HCD Contract Manager. All requests to substitute a subcontractor must be submitted in writing to the HCD Contract Manager, along with documentation to support the substitution.

#### **4. PERMITS AND LICENSES**

Contractor shall procure and keep in full force and effect during the term of the Contract all permits, registrations, licenses, approvals, and authorizations necessary to accomplish the work specified in the Contract and give all notices necessary and incident to the lawful prosecution of the work. During the term of the Contract, Contractor shall keep informed of, observe, comply with, and cause all of its agents, employees and subcontractors to observe and comply with, all prevailing federal, state, and local laws, and rules and regulations made pursuant thereto, which in any way govern or affect the performance of the work or delivery of services contemplated by the Contract. Contractor shall ensure that any and all subcontractors performing work also comply with the requirements of this provision. If any conflict arises between provisions of the Statement of Work and any such laws or regulations, then the Contractor shall immediately notify the State of such conflict in writing.

HCD recognizes that the Contractor may integrate third-party software into the proposed system. In accordance with Section 38 of the GPIT, the Contractor agrees to provide all necessary software license(s) for such third-party software to HCD at the time of full system acceptance.

#### **5. CONFIDENTIALITY OF DATA AND DOCUMENTS**



- A. All data and documents of HCD and its grantees and subgrantees are strictly confidential in nature. Accordingly, Contractor will not disclose any data or documents from HCD or any other users of the system without the express prior written permission of the HCD Contract Manager, which may be given or withheld in its sole discretion, and shall take all necessary precautions to ensure that all such data remains secure and not the subject of a data breach or theft, unauthorized system intrusion, or other unauthorized or illegal access by third parties. Contractor shall indemnify, defend, and hold the State harmless from any and all claims, actions, costs, losses, or liabilities of any kind or nature (including, without limitation, claims of third parties) resulting from a data breach or other unauthorized third-party access of the system or the data. Contractor's indemnification obligations under this provision are in addition to the indemnification obligations of Contractor set forth in Section 28 of the GPIT, and all indemnification obligations of Contractor under the Contract shall survive indefinitely the expiration or earlier termination of the Contract.
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion.
- C. Contractor will not comment publicly to the press or any other media regarding its data or documents, or HCD's actions on the same, except to HCD staff, Contractor's own personnel involved in the performance of the Contract.
- D. If requested by HCD, the Contractor shall require each of its employees or officers, and those of any subcontractor, who will be involved in the performance of the Contract, to agree to the above terms in a form to be approved by HCD and shall supply HCD with evidence thereof.
- E. To the extent that HCD has approved the use of subcontractors in the Contract, Contractor shall include in its agreements with each approved subcontractor the foregoing provisions related to the confidentiality of data and the non-disclosure of the same.
- F. As to generated data which is reserved to the Contractor by express terms and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at Contractor's own expense for a period of not less than three (3) years after receipt by the State of the final report or termination of the Contract and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to the Contract, whichever is later.
- G. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify HCD, in writing, of any such contemplated action. HCD may within 120 days after said notification determine whether it desires said data to be further preserved and, if HCD elects, the

expense of further preserving said data shall be paid for by HCD. Contractor agrees HCD shall have unrestricted access to the same during said three (3) year period and throughout the time during which said data is preserved in accordance with the Contract, and Contractor agrees to use best efforts to furnish competent witnesses or identify such competent witnesses to testify in any court of law regarding said data.

H. All HCD data, whether residing in the cloud, on Contractor's equipment, or on HCD's backup network locations, and whether generated by HCD and/or external users, is and shall at all times remain the sole property of HCD.

## **6. SERVICE LEVEL AGREEMENTS**

The following requirements shall be contained within applicable Service Level Agreements (SLAs):

- A. The cloud service the system resides on must have a 99.9% uptime.
- B. The system application must have a 99.9% uptime.
- C. The Contractor must provide HCD with a written description of any major outages (including a description of the root-cause and fix) resulting in greater than 1-hour of unscheduled downtime within a month.
- D. Regularly scheduled restores of the system and data performed to ensure application and data integrity.

In the event a liquidated damages provision is contained in the final Contract, if extended downtime is experienced (by either the Contractor's system application or the cloud service provider), HCD shall be entitled to liquidated damages. Additionally, HCD shall be entitled to liquidated damages if extended performance degradation is experienced by HCD, whether caused by the system application or the cloud service provider.

### **SLA Requirements/Service Availability:**

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Manned telephone support: M-F 7 AM to 6 PM Pacific Time, excluding federal holidays.
- Manned email support: M-F 7 AM to 6 PM Pacific Time, excluding federal holidays.
- Remote assistance using Remote Desktop: M-F 7 AM to 6 PM Pacific Time, excluding federal holidays.
- Planned or emergency onsite assistance (extra costs apply): Response time within 24-hours
- Monthly System health check

- Meeting response times associated with service-related incidents
- Appropriate notification to HCD for all scheduled maintenance
- Changes to services will be communicated and documented to all stakeholders

**SLA Requirements / Service Requests:**

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by HCD within the following time frames:

- 0-2 hours (during business hours) for issues classified as High priority.
- Within 8 hours for issues classified as Medium priority.
- Within 2 working days for issues classified as Low priority.
- Remote assistance provided in line with the above timeframes dependent on the priority of the support request.

**Response Time:**

First level problem determination will be assigned using the following criteria:

- Number of customers affected
- Effect on business mission
- Context of problem
- Deadlines
- Estimated solution time
- Application involved
- Frequency of problem
- Customer's sense of priority
- Customer's commitment level
- Availability of workaround
- Threat to data integrity or computer security

System Down:

- Contractor System and/or Cloud Service

Critical:

- Business outage or significant customer impact that threatens future productivity

Urgent:

- High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-sensitive issue important to long term

productivity that is not causing an immediate work stoppage; or there is significant customer concern.

Important:

- Important issue that does not have significant current productivity impact

Monitor:

- Issue requiring no further action beyond monitoring for follow-up, if needed

Informational:

- Request for information only

## **7. PUBLICATIONS AND REPORTS**

The State reserves the right to use and reproduce all publications and reports and data produced and delivered pursuant to the Contract.

If the publication and/or report are prepared by nonemployees of HCD, it shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the report in a separate section of the report (Government Code section 7550).

## **8. WARRANTY**

The Contractor shall provide a system warranty, at no additional cost to the State, which warranty shall commence upon full system acceptance and shall continue during the Contract term, as the same may be extended from time to time. Pursuant to such warranty, the Contractor must, among other things, do the following:

- A. Fix all errors, defects, bugs, harmful code, and/or viruses not discovered prior to system implementation.
- B. Resolve any performance tuning issues that are not caused by the State's hardware or network.
- C. Continue to provide the support and services necessary to ensure the continuing and successful operation of the installed system, in accordance with the performance requirements specified in the Contract.
- D. Continue to follow all protocols and procedures established and used during project implementation (e.g., version control processes, testing procedures, issue resolution, etc.).

## **9. CONFLICTS OF INTERESTS**

- A. Purpose:

The purpose of this provision is to ensure that the Contractor (1) is not biased, or in any way appears to be biased, in the performance of its duties under the Contract due to any financial, contractual, organizational, or other interests or relationships relating to the nature of the work it is performing under the Contract, (2) does not receive any improper gain or financial or other benefits as a result of performing the work required by the Contract, and (3) does not obtain any unfair competitive advantage over other parties by virtue of its performance of the Contract.

B. Conflicts of Interest:

Contractor represents, warrants, and covenants to HCD as follows:

1. No Current or Prior Conflicts of Interest. Contractor has no business, professional, personal, or other interests or relationships, including but not limited to, the representation of current or prior clients, that would conflict in any manner or degree with the performance of Contractor's obligations under the Contract.
2. Prohibition on Conflicts. Neither the Contractor, nor its staff or agents, will engage in conduct that would constitute a conflict of interest, whether actual, potential, or perceived, during the term of the Contract.
3. Notice of Conflict. If any actual or potential conflict of interest arises under the Contract, Contractor shall immediately inform HCD in writing of such conflict and HCD shall be entitled to exercise its rights and remedies under subsection (d) below.
4. Termination for Material Conflict. If in the sole and absolute discretion of HCD a material conflict of interest exists that in HCD's opinion would negatively impact or call into question the performance of Contractor's duties under the Contract, or that would give rise to the appearance of a material conflict of interest on the part of Contractor, HCD may elect to terminate the Contract upon written notice to Contractor. Such termination shall be effective upon the receipt of such notice by Contractor.
5. Conflict of Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of the Contract or to any benefit to arise from the same. The Contractor shall report all perceived or actual conflicts of interest cases to HCD for review before financial benefits are given.

## **10. INSURANCE REQUIREMENTS**

The Contractor shall not commence performance, onsite at any HCD property, under the Contract until the Contractor has provided HCD with satisfactory certificates of

insurance stating that the following insurances are presently in effect, which shall be subject to the general terms and conditions set forth below:

A. Commercial General Liability:

Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence, \$3,000,000 aggregate, for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability. The policy must include the State of California, HCD, their officers, agents, employees and servants as additional insureds, but only insofar as the operations under the Contract are concerned.

B. Automobile Liability:

By signing the Contract, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof of such insurance at any time.

C. Workers' Compensation:

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.

D. Crime Coverage:

Contractor shall maintain employee dishonesty and theft, computer fraud/crime coverage, forgery or alteration, fraudulent funds transfer, and when applicable, inside/outside money and securities coverage, including third party losses, for State-owned property in the care, custody and/or control of the Contractor. Coverage limits shall not be less than \$ 1 million. A Clients' Property endorsement as broad as CR 04 01 08 13 must be endorsed to this policy and notated on the certificate of insurance. The policy shall include the State of California as loss payee.

E. Technology Professional Liability / Errors and Omissions Insurance:

Contractor shall maintain technology professional liability / errors and omissions insurance appropriate to the Contractor's profession and work hereunder, with

limits not less than \$10 million per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by the Contractor in the Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, data breach information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to satisfy all such obligations.

- a) The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the State in the care, custody, or control of the Contractor. If not covered under the Contractor's liability policy, such "property" coverage of the State may be endorsed onto the Contractor's Cyber Liability Policy as covered property as follows:
- b) Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, theft of, or destruction of electronic data and/or information of the State and all users of the system, together with the cost of any damaged property or equipment of the State or other users of the system.
- c) The Contractor must provide the following if policies provide claims-made coverage:
  - i. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.
  - ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

F. General Provisions Applicable to All Policies:

1. Policy Term: Coverage must be in force prior to the commencement of any work and continue for the entire term of the Contract, as may be extended from time to time. If any insurance is due to expire during the term of the Contract, a new certificate must be received by the State at least ten (10) days prior to the actual expiration of such insurance. Any new insurance must still comply with the original terms of the Contract.
2. Policy Cancellation or Termination & Notice of Non-Renewal: Contractor must notify the State no less than fifteen (15) business days before the effective date of any cancellation, non-renewal, or material change that

affects any insurance required hereunder. In the event Contractor fails to maintain the specified insurance coverages as required, the State may, in addition to any other remedies it may have, terminate the Contract upon the occurrence of such event, subject to the provisions of the Contract.

3. Deductibles: The Contractor is responsible for any deductibles or self-insured retentions contained within their insurance program.
4. Primary Clause: Any required insurance contained in the Contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to State of California, Department of General Services, Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit acceptable to the State in its sole discretion may be required.
6. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance. Inadequate or lack of insurance does not negate the Contractor's obligations under the Contract. The limits of the insurances required hereunder shall not constitute or be deemed a limitation of any kind on the liability of the Contractor hereunder.
8. Self-Insured Retentions: All insurance required by the Contract must allow the State to pay and/or act as the Contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion.
9. Available Coverages/Limits: All coverage and limits available to the Contractor shall also be available and applicable to the State.
10. Subcontractors: In the case of the Contractor's utilization of subcontractors to complete any portion of the contracted scope of work, Contractor shall include all subcontractors as insureds under Contractor's insurance policies or supply satisfactory evidence of insurance to the State equal to the policies, coverages and limits required of Contractor.

## **11.0 REQUIRED DUN AND BRADSTREET DUNS NUMBER**



Prior to executing the Contract, Contractor shall provide HCD Contract Manager with the current DUNS number for their company and any subcontractors. HUD requires all grantees, subgrantees and contractors to provide DUNS numbers to their agency.

## **12.0 DEBARMENT AND SUSPENSION**

Per Executive Orders 12549 and 12689 and 2 CFR 180.220, a contract award must not be made to parties listed on the government wide exclusion System for Award Management (SAM). Prior to award of any contracts or subcontracts under the Contract, all contractors and subcontractors will have their debarred status checked on the government-wide exclusions in the SAM.

## **13.0 REQUIRED FEDERAL LANGUAGE FROM 2 CFR PART 200 APPENDIX II**

HCD is required to have the following language in all CDBG Agreements. HCD is also requiring all grantees and subgrantees who are using CDBG funding to have this language in their agreements.

- A. Remedies: Contracts for more than the simplified acquisition threshold (currently \$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanction and penalties as appropriate. See for performance requirements (Exhibit Q CDBG-CDBG-DR Requirements), milestones (Exhibit R Deliverables Table) and penalties language (Appendix B Legal Provisions and Other Requirements).
- B. Suspension or Termination for Cause and Convenience: See GSPD – 401IT, General Provisions – Information Technology (GPIT), Sections 21, 22, 23 and 45 for Suspension of Work and Termination provisions.
- C. Non-Discrimination Language (41 CFR Part 60-1.4(b)): Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- D. Byrd Anti-Lobbying Amendment: Per the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -- All contractors that apply or bid for an award exceeding \$100,000 must file the required certification. The contractor must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other contract award covered by the above referenced Amendment. The contractor must also disclose any lobbying with non-Federal fund that take place in connection with obtaining any Federal award.

- E. Procurement of Recovered Materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- F. Rights to Inventions Made Under a Contract or Agreement: If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, " and any implementing regulation issued by the awarding agency.

#### **14. COMPLIANCE WITH STATE AND FEDERAL LAWS AND REGULATIONS**

The Contractor is responsible for compliance with all applicable federal and state laws, Executive Orders, rules, guidelines, and regulations of the CDBG program, including without limitation, 2 CFR Part 200 and all applicable HUD rules and regulations, including Sections 504 and 508 of the Rehabilitation Act of 1973. Contractor shall certify that the System will comply with Sections 504 and 508 of the Rehabilitation Act of 1973, as part of the Standard Agreement, in a form acceptable to HCD.

The Contractor agrees to comply, and shall ensure that all of its subcontractors comply, with all state and local laws, rules, and regulations that pertain to health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Contractor, its subcontractors.

#### **15. TERMINATION FOR NON-APPROPRIATION OF FEDERAL FUNDS**

Pursuant to paragraph 21 of the GPIT, the State's obligations under the Contract are contingent upon a continued appropriation of funds by the Legislature. To the extent that the Contract may also be funded in part by funds from HUD, then the State's obligations are also contingent upon the continued appropriation of funds by HUD.

#### **16. ACCESS TO RECORDS AND RECORD RETENTION**

The Contractor shall provide access to HCD and any other state agency, HUD, or

any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

All records must be retained by the Contractor for no less than three (3) years after receiving final payment from HCD and all other pending matters are closed.

## **17.0 ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS**

Certain Administrative and National Policy Requirements apply to all HUD programs. These requirements may be found on HUD's website. Any party involved in the project, whether directly or indirectly, must agree to provide any information HCD requires in order to meet the aforementioned requirements.

## **18.0 DARFUR CONTRACTING ACT OF 2008**

Signature on the cover letter with submission of response acknowledges acceptance and compliance with California Public Contract Code (PCC) Sections 10475-10481 which applies to any company that currently or within the previous 3 years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either (a) not a scrutinized company; or (b) a scrutinized company that has been granted permission by DGS to submit a proposal. A scrutinized company is a company doing business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services, unless written permission from the Director of DGS to bid on this procurement has been granted.

## **19.0 IRAN CONTRACTING ACT OF 2010**

Division 2, Part 1, Chapter 2.7 of the PCC is the Iran Contracting Act of 2010 (Act). The Act provides that no individual, bidder, or contractor shall submit a proposal for a contract, or enter into or renew a contract, with a public entity for goods or services valued at \$1,000,000 or more if that individual, bidder, or contractor engages in investment activities of \$20,000,000 or more as described in PCC section 2202.5 pursuant to the provisions of the Act.

The Act requires bidders to certify at the time the proposal is submitted or the contract is renewed, that it is not identified on a list created pursuant to subdivision (b) of PCC section 2203 as a person or entity engaging in investment activities in Iran described in subdivision (a) of PCC section 2202.5, or as a person or entity described in subdivision (b) of PCC section 2202.5, as applicable. For additional information regarding the Iran Contracting Act of 2010, see Invitation to Negotiate (ITN) Solicitation and ITN Requirements.

## **20. LIQUIDATED DAMAGES**

Contractor is advised that the State may require Contractor to agree to a liquidated damages provision in the final Contract. These liquidated damages provision will apply to specific, limited types of defaults by Contractor under the Contract.

## **21.0 ATTORNEYS' FEES**

The prevailing party in any suit or action to enforce the Agreement shall be entitled to recover from the other party its reasonable attorneys' fees and costs, as determined by the court.

## **22.0 AMENDMENTS**

Amendments to the Contract are permitted and shall follow the rules and guidelines outlined in the State Contracting Manual (SCM) Vol. 3 and comply with the requirements of Section 33 of the GPIT. Such amendments may address the following items, among other things:

- A. The time for performance of the tasks and items within the budget may be changed with prior written approval of the Contract Manager and documented in an amendment.
- B. An amendment may add funds to the contract price and/or extend the term of the Contract for an additional time period.
- C. An amendment may increase the quantities of products or services, which shall be provided at the same rates as identified in this Exhibit T Cost Workbook.
- D. An amendment is required to change the Contractor's name as listed on the Contract. Upon receipt of acceptable legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

## **23. AWARD PROTESTS**

This competitive procurement process does not include any provisions to protest either the process of resulting contract award. However, pursuant to PCC section 6611(d), a firm may file a petition for 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 County, California.

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

### **a. Agreement Amount**

### **b. Invoicing and Payment**

For services satisfactorily rendered, and upon receipt and approval of the invoices, HCD agrees to compensate the Contractor the invoiced amount. Invoices must include this Agreement number and a Purchase Order number. The Purchase Order number will be provided at a later time by the Contract Manager. Handwritten Agreement number is not acceptable.

Invoices shall be submitted in triplicate, not more frequently than monthly, in arrears, to:

Department of Housing & Community Development

Branch

2020 West El Camino Avenue, Suite

Sacramento, CA 95833

Attn: CM

**c. Budget Contingency Clause**

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

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

**d) Overpayments to Contractor**

Contractor shall promptly refund to the State the full amount of any erroneous payments, incorrect payments, or overpayments upon the determination by Contractor of the existence of such payments, or upon receipt of written Notice from the State Project Manager or designee, which Notice shall set forth in reasonable detail the basis for the State's determination of the erroneous payments, incorrect payments, or overpayments.

**e) Advanced Payments Prohibited**

No payment in advance of or in anticipation of Payment Milestones, Services, or Deliverables to be supplied under this Contract shall be provided by the State.

**d. Prompt Payment Clause**

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

**Bidder Name:**

**Evaluator Names:**

**Evaluation Date:**

<b>Final Evaluation Summary</b>			
<b>Final Solicitation Phases 1, 2 &amp; 3 (Non Cost Points 60%)</b>	<b>Points Possible</b>	<b>Bidder Points</b>	<b>Material Deviation # (if Applicable)</b>
<i>Admin</i>	<b>Pass/Fail</b>		
<i>Bidder Qualification Form- Exhibit N.1</i>	<b>600</b>		
<i>Bidder Reference Form- Exhibit N.2</i>	<b>675</b>		
<i>Narrative Response Total</i>	<b>840</b>		
<i>Vendor Requirements Response Spreadsheet COTS Rating (Mandatory Requirements)- Exhibit P</i>	<b>1540</b>		
<i>Vendor Requirements Response Spreadsheet COTS Rating (Desirable Requirements)- Exhibit P</i>	<b>500</b>		
<b>Total Technical Score</b>	<b>4,155</b>		
<b>Solicitation Phase 3 (Cost Points 40%)</b>			
<b>Evaluation</b>	<b>Points Possible</b>	<b>Bidder Points</b>	
<i>Cost Workbook- Exhibit R</i>			
<b>Total Cost Score</b>	<b>2,770</b>		
<b>Total Technical + Cost Score</b>	<b>6,925</b>		

<b>Bidder Name:</b>			
<b>Evaluator Names:</b>			
<b>Evaluation Date:</b>			
<b>Evaluation Criteria</b>	<b>Yes/Pass</b>	<b>No/Fail</b>	<b>Comments/Total</b>
<b>Receipt of Phase 1 Cover Letter- Exhibit A</b>			
Agrees to the compliance with and meets minimum qualifications identified in their responses (statement)			
Agrees to the T&Cs (statement)			
Agrees to Cloud Computing Special Provisions for SaaS (statement)			
Agrees to personnel to have legal authority to work in the US (statement)			
Statement that response offer is good for 180 days from scheduled award date (statement)			
Have available staff with appropriate skill set to complete the contract for all services (statement)			
Intent to Respond to ITN (Cover Letter)			
Darfur Contracting Act of 2008 (signed cover letter)			
Bidder Declaration GSPD-05-105 Form Exhibit- B			
Iran Contracting Act of 2010 Exhibit- C			
Workers' Compensation Certification Exhibit- D			
Secretary of State Certification Exhibit- E			
Payee Data Record (STD 204) Exhibit- F			
California Civil Rights Laws Certification Exhibit- G			
Federal Preferences and Incentives Exhibit- H			
Confidentiality Statement Exhibit- I			
Commercially Useful Function (CUF) Certification Exhibit- J			
Response Checklist Exhibit- K			
Template for Question Submittal Exhibit- L <b>(optional)</b>			
Template for Request for Change Submittal Exhibit- M <b>(optional)</b>			

<b>Bidder Name:</b>				
<b>Evaluator Names:</b>				
<b>Evaluation Date:</b>				
<b>Evaluation of the Bidders's Qualifications</b>				
<b>Bidder Mandatory Requirements</b>				
<b>ITN Reference</b>	<b>Requirement Description</b>	<b>Possible Points</b>	<b>Points Received</b>	<b>Evaluation Comments</b>
Section G.Participation Requirements, Response Format, and Evaluation, Bidder Qualifications	Bidder Qualification # 1 - Bidder's proposed solution (as described in the SOW) shall have at least one (1) homeowner assistance program, that includes: · Operation of an owner occupied reconstruction (OOR) program · The program is funded with Community Development Block Grant (CDBG) or CDBG-Disaster Recovery (DR). · The program is currently operating · HUD Monitored (see definition in instructions). Sixty (60) points for each additional ongoing project not to exceed a maximum of two hundred forty (240)	<b>Pass/Fail</b>		
		<b>60</b>		
		<b>60</b>		
		<b>60</b>		
		<b>60</b>		
Section G.Participation Requirements, Response Format, and Evaluation, Bidder Qualifications	Bidder Qualification # 2 - Bidder will receive points (as shown below) if the proposed solution that is currently utilizing a Community Development Block Grant – Disaster Recovery (CDBG-DR) award for an OOR program, and: 1. has been audited by HUD's Office of Inspector General (OIG), with system related findings resolved. Sixty (60) points for each ongoing and HUD/OIG monitored CDBG-DR OOR program not to exceed a maximum of one hundred twenty (120) points total  AND/OR 2. is administering both CDBG-DR and FEMA Hazard Mitigation	<b>60</b>		
		<b>60</b>		
		<b>60</b>		
		<b>60</b>		
		<b>60</b>		
Section G.Participation Requirements, Response Format, and Evaluation, Bidder Qualifications	Bidder Qualification # 3 - Bidder shall receive points (as shown below) for each implemented project using the proposed solution to manage/operate more than one homeowner assistance program type (i.e. property buyout, reimbursements, loans, and grants) for a single client. Sixty (60) points for each additional ongoing project not to exceed a maximum of one hundred twenty (120) points total.	<b>60</b>		
		<b>60</b>		
		<b>600</b>		



Bidder Name:		Bidder Reference's Names																
Evaluator Names:																		
Evaluation Date:																		
Evaluation of the Bidder's References		1	2	3	4	5	6	7	8	9	10	11	12	13	14			
Bidder Mandatory Requirements																		
ITN Exhibit Reference	Requirement Description	Reference's RATINGS of Performance & Ability Statements														Comments		
Exhibit N.2	How would you rate the Bidder's proposed software solution for operating and managing a direct-assist owner occupied reconstruction/rehabilitation program?																	
Exhibit N.2	How would you rate the Bidder's ability to manage project milestones, deliverables, and timelines in implementing the software solution?																	
Exhibit N.2	How would you rate the Bidder's effectiveness at providing maintenance and operation and /or Help Desk support after project System Acceptance?																	
Exhibit N.2	How would you rate the Bidder's effectiveness providing training to end users?																	
Exhibit N.2	How would you rate the Bidder's effectiveness at providing quality and timely responses to users' questions and concerns?																	
Exhibit N.2	How would you rate the Bidder's effectiveness at providing quality and timely resolution to any system-related program compliance issues that required customization or configuration?																	
Exhibit N.2	How would you rate the Bidder's performance in working within budget constraints?																	
Exhibit N.2	How would you rate the Bidder's overall performance?																	
Exhibit N.2	How would you rate the Bidder's willingness and ability to accommodate your organization's working style and constraints?																	
	<b>Total Score by Bidder Reference</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*Note these total fields will autopopulate
		Raw Total Score										0						
		<b>Bidder Reference TOTAL SCORE (Average of Reference Scores, Exhibit N.2, up to 675 points)</b>										<b>#DIV/0!</b>						
<b>Evaluator Instructions</b>																		
Satisfaction rating/Points to be completed by the Bidder's reference: Using the following scale:0 = unsatisfactory, 2 = Marginal (25 points), 4 = Satisfactory (50 points), 6 = Excellent (75 points)																		

<b>Bidder Name:</b>					
<b>Evaluator Names:</b>					
<b>Evaluation Date:</b>					
<b>Evaluation of the Narrative Responses</b>					
<u>SCORABLE (S)</u> : The Bidder must address each of the factors in this table to achieve the maximum points available.					
	<b>Response Evaluation Factors</b>	<b>Rating</b>	<b>Max Points Possible</b>	<b>Bidder Points</b>	<b>Evaluation Comments</b>
	Narrative Response A - Implementation Plan (MS)		<b>120</b>		
	Narrative Response B - Quality Assurance Plan (MS)		<b>60</b>		
	Narrative Response C - System Disaster Recovery Plan (MS)		<b>60</b>		
	Narrative Response D - Training Plan (MS)		<b>60</b>		
	Narrative Response E - Key Challenges (MS)		<b>120</b>		
	Narrative Response F- Portal Design and Implementation (MS)		<b>120</b>		
	Narrative Response G - Homeowner Survey: (DS)		<b>120</b>		
	Narrative Response H - Additional BAFO Narrative Response Items: Listed below				
	<ul style="list-style-type: none"> <li>• Provide information how your Maintenance &amp; Operations Services will keep the software solution current with HUD's requirements</li> <li>• Provide information on the development of ad hoc reports.</li> <li>• Provide your approach to meeting the security requirements for California given that the survey is expected to go out September 30, 2019 October 7, 2019.</li> <li>• Provide your approach to meeting the ADA requirements for California per ITN 2019-002 BAFO Exhibit P - Bidder Requirement Spreadsheet requirement #5, given that the survey is expected to go out the first week of October 2019. Note: the California Department of Technology interprets "full compliance" with AB 434 to mean (in addition to compliance with anti-discrimination laws referred to in Government Code section 11135) conformance with the Rehabilitation Act Section 508 regulations and the Web Content Accessibility Guidelines (WCAG) at a minimum Level AA success criteria."</li> </ul>		<b>20</b>		
			<b>20</b>		
			<b>60</b>		
			<b>60</b>		

• Elaborate on the roles and responsibilities of the Bidder's Personnel during implementation of this project, and expectations of the State's Personnel throughout the process.

	<b>20</b>		

**Total Points            840                            0**

Points (shown in percentage)	Rating	Narrative Criteria
100%	<b>Excellent (E)</b>	<ul style="list-style-type: none"> <li>• Provided a response to all of the areas listed in the requirement.</li> <li>• Response demonstrates a thorough understanding by providing such detail that the State is confident that the Bidder fully understands and has the ability to comply with the requirement.</li> <li>• Response is highly detailed regarding how Bidder will meet the requirement in full.</li> <li>• Response demonstrates major strengths and few, if any, minor weaknesses.</li> </ul>
50%	<b>Acceptable (A)</b>	<ul style="list-style-type: none"> <li>• Provided a response to all of the areas listed in the requirement.</li> <li>• Response demonstrates an acceptable understanding of the requirement, even if some minor ambiguities are present.</li> <li>• Response provides sufficient detail to understand how the Bidder will meet critical aspects of the requirement.</li> <li>• Response strengths outweigh weaknesses.</li> </ul>
25%	<b>Deficient (D)</b>	<ul style="list-style-type: none"> <li>• Provided a response for a majority of the areas listed in the requirement.</li> <li>• Response includes ambiguities or inaccuracies that demonstrate a minimal understanding of the requirement; OR</li> <li>• Response contains insufficient detail to understand how the Bidder will meet the requirement; OR</li> <li>• Response weaknesses outweigh strengths.</li> </ul>
0%	<b>Fail (F)</b>	<ul style="list-style-type: none"> <li>• Bidder did not respond to the requirement; OR</li> <li>• Response includes exceptions and/or conditions; OR</li> <li>• Response conflicts with a Mandatory requirement.</li> </ul>

**Invitation to Negotiate (ITN)  
For  
Owner Occupied Reconstruction  
(OOR) System**

**ITN Requirements BAFO 1 (Rev.2)  
2019-ITN-002**

**Issued by:  
State of California  
Department of Housing and Community Development (HCD)**

**September 11, 2019**

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## 1. Administrative Requirements

This section contains the mandatory administrative requirements that must be met in order to be considered responsive to this solicitation.

Unless designated otherwise, all the requirements in this section are mandatory. The documents that must be submitted with the Bidder's Final Response are noted as "Mandatory" or "(M)" in this section.

The administrative requirements listed in this section are denoted as follows:

1. (M) – All sections labeled as "Mandatory" or "M" are not negotiable. To be considered responsive and responsible to these requirements, all requirements identified as (M) must be responded to. A "fail" in a mandatory section will result in a response being deemed non-responsive and, therefore, will be disqualified. Failure to respond to any mandatory requirements shall result in disqualification of the response. The responses will be evaluated in accordance with ITN Solicitation Section 1.G, Participation Requirements, Response Format and Evaluation and ITN Requirements Document.
2. Failure to supply the completed Exhibit specified to accompany the Mandatory requirement may result in the response being deemed non-responsive and ineligible to further participate in the solicitation.

### Phase 1 Response (Pass/Fail)

#### A. Cover Letter (M) - Exhibit A

The Bidder shall prepare, sign, and submit a Cover Letter with the Bidder's response on the Bidder's letterhead. The letter must have a signature of a person in the Bidder who can bind the Bidder contractually, must indicate the title or position that the individual holds in the Bidder, with email, telephone number and dated signed. Must include the following statements:

1. That the Bidder is in compliance with and meets the minimum qualifications identified in their response
2. The Bidder agrees to all the requirements listed in Include a statement indicating that the Bidder agrees to the terms and conditions of this solicitation and accepts responsibility as the prime Contractor if awarded the Contract resulting from this solicitation.
3. That the Bidder agrees to the Terms and Conditions (T's & C's) of this Invitation to Negotiate (ITN):  
[http://www.documents.dgs.ca.gov/pd/poliproc/gspd401it14\\_0905.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/gspd401it14_0905.pdf)
4. That the Bidder agrees to the Cloud Special Provisions for Software as a Service of this ITN: [Cloud Computing Special Provisions for Software as a Service \(SaaS\)](#)
5. That the Bidder agrees to the State Cloud Computing Software as a Service (SaaS) General Provisions: [Cloud Computing-Software as a Service \(SaaS\)-General Provisions](#).

6. All Bidder proposed personnel must have legal authority to work in the United States during the term of the entire agreement.
7. Include a statement that the response is the Bidder's binding offer, good for 180 calendar days from the scheduled agreement award date as noted in the Key Action Dates (subject to negotiation).
8. Include a statement indicating that the Bidder has available staff (or can acquire) appropriate staff with the appropriate skill set to complete the agreement for all services as described in this solicitation (subject to negotiation).
9. In a section of the cover letter clearly designated **Intent to Respond**, clearly state the following:
  - o "Intend to submit a response and have no problem with the Solicitation requirements"; or
  - o "Intent to submit a response but have one or more problem(s) with the requirements." Instructions: Please describe the identified problems in this area.
10. Darfur Contracting Act of 2008  
Signature on the Cover Letter with submission of response acknowledges acceptance and compliance with PCC sections 10475 -10481 applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a response for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the DGS to submit a response.  
A scrutinized company is a company doing business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a response for a contract with a State agency for goods or services ((PCC section 10477(a)), unless written permission from the Director of DGS to bid on this procurement has been granted (PCC section 10477(b)).

#### **B. Bidder Declaration GSPD-05-105 (M) – Exhibit B**

The Bidder must complete and submit Exhibit B: Bidder Declaration GSPD-05-105, with its Final Response. When completing the declaration, the Bidder must identify all subcontractors proposed for participation in the Agreement. The Bidder awarded the Agreement is contractually obligated to use the subcontractors for the corresponding work identified, unless the Agency/state entity agrees to a substitution and it is incorporated, in writing. If the Bidder is not using subcontractors, the Bidder must still complete Exhibit B answering the applicable questions on the form and submit it with its Final Response. The form is available at:

[www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf)



### **C. Iran Contracting Act of 2010 (M) – Exhibit C**

Division 2, Part 1, Chapter 2.7 of the PCC is the Iran Contracting Act of 2010. This Act §2203 requires that no individual, Bidder or Contractor shall submit a response for an Agreement, or enter into or renew an Agreement, with a public entity for goods or services valued at \$1,000,000 or more if that individual, Bidder or Contractor engages in investment activities of \$20, 000, 000 or more as described in the PCC §2202.5 pursuant to all provisions of the Iran Contracting Act of 2010.

The Iran Contracting Act of 2010, at §2204 requires Bidders to certify at the time the response is submitted or the Agreement is renewed, that it is not identified on a list created pursuant to subdivision (b) of PCC §2203 as a person or entity engaging in investment activities in Iran described in subdivision (a) of PCC §2202.5, or as a person or entity described in subdivision (b) of PCC §2202.5, as applicable.

The Bidder must complete and submit Exhibit C: Iran Contracting Act of 2010, with its Final Response, and, if the Bidder is selected again each time its Agreement is renewed.

### **D. Workers' Compensation Certification (M) - Exhibit D**

The Bidder must maintain in force (as required by State of California law) valid General Liability Insurance, Worker's Compensation Insurance, and Employee Bonding Insurance Policies covering all employees engaged in the performance of the agreement and agree to furnish the State satisfactory evidence thereof.

The Bidder shall furnish to the State certificates of insurance evidencing the commercial general liability, employee bonding and workers compensation insurance policies presently in effect for the Interested Party of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined and bonding coverage having a deductible of no more than 5% of the Interested Party's audited shareholders equity.

The certificates of insurance must include the following provisions:

- a. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and
- b. The State, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State of California Authorized Users.

If awarded an agreement as a result of this negotiation process, the Interested Party agrees that the liability bonding and workers compensation insurance herein provided for shall be in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time during the term of the

agreement, the Interested Party agrees to provide, at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the State, and the Interested Party agrees that no work shall be performed prior to approval. In the event the Interested Party fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies, terminate the contract. The State will not be responsible for any premiums or assessment on the policy.

#### **E. Secretary of State Certification (M) - Exhibit E**

All Corporations, Limited Liability Companies (LLC's) and Limited Partnerships (LPs) must be registered and in "Active" status with the California Secretary of State (SOS). The Bidder must provide a copy of the SOS business status as a component of the Minimum Qualifications. Failure to comply with this requirement will cause the disqualification of the interested party from the negotiation process. Additional information is located at the following website: <https://businesssearch.sos.ca.gov/>

#### **F. Payee Data Record Std. 204 (M) - Exhibit F**

The Bidder is required to sign and submit a Payee Data Record, Std 204. The submission of the Payee Data Record, Std 204 is a component of the Minimum Qualifications. Failure to comply with this requirement will cause the disqualification of the interested party from the negotiation process.

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

#### **G. California Civil Rights Laws (M) - Exhibit G**

Pursuant to Public Contract Code section 2010, any Respondent entering into or renewing a contract over \$100,000 on or after January 1, 2017, shall certify all of the following:

- a. That they are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
- b. 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).
- c. (1) 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 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).

(2) 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 are required to submit the California Civil Rights Laws Certification form with the response. Failure to submit this form may result in the response being considered non-responsive. The form is available at the following website:

<http://www.dgs.ca.gov/-/media/divisions/ols/forms/california-civil-rights-laws-attachment.ashx>

#### **H. Federal Preferences and Incentives (M) – Exhibit H**

Bidders must submit a Women Business Enterprise (WBE) and/or Minority Business Enterprise (MBE) certificate, if applicable.

#### **I. Confidentiality Statement (M) - Exhibit I**

The Bidder must submit the Confidentiality Statement with an authorized signature. No alterations or modifications of the form will be accepted.

#### **J. Commercially Useful Function (CUF) Certification - Exhibit J**

The bidder must complete and submit a Commercially Useful Function (CUF) Certification for each Small Business and/or DVBE (prime and/or subcontractor(s)).

#### **K. Response Checklist Form - Exhibit K**

The Bidder must submit the Response Checklist with the Response.

#### **L. Template for Question Submittal (M) - Exhibit L**

The Bidder shall submit this form when submitting questions.

#### **M. Template for Request for Change Submittal (M) - Exhibit M**

The Bidder shall submit this form when submitting request for changes.

### **2. Technical Requirements**

This Section contains the mandatory qualifications, system requirements pertaining to the required services that must be met in order to be considered responsive and

responsible to this solicitation. In addition to meeting these requirements, the Bidder must adhere to the Statement of Work in this solicitation.

Unless designated otherwise, all of the requirements in this section are mandatory. The documents that must be submitted with the Bidder's Final Response are noted as Mandatory "(M)" or Mandatory Scored "(MS)".

Additionally, this Section contains optional requirements noted as Desirable Scored "(DS)" that require documents to be submitted with the Bidder's response, if the Bidder is responding to DS requirements.

The State has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The State will not tailor these needs to fit some solution a Bidder may have available; rather, the Bidder shall propose to meet the State's needs as defined in this solicitation.

The Bidder qualifications and solution requirements listed in this section are denoted as follows:

1. (M) Sections labeled as "Mandatory" or "M" are not negotiable. To be considered responsive and responsible to these requirements, all requirements identified as (M) must be responded to. A "fail" will result in a response being deemed non-responsive and, therefore, will be disqualified. Failure to respond to any (M) requirements where indicated shall result in a "fail" and disqualification of the response.
2. (MS) Sections labeled as "Mandatory Scored" or "MS" are not negotiable. To be considered responsive and responsible to these requirements, all requirements identified as (MS) must be responded to. A "fail" will result in a response being deemed non-responsive and, therefore, will be disqualified. Failure to respond to any (MS) requirements where indicated shall result in a "fail" and disqualification of the response. The State's evaluation team will review responses to (MS) requirements and apply points, if applicable, per criteria stated in ITN Solicitation Section 1.G, Participation Requirements, Response Format, and Evaluation and ITN Requirements document.
3. (DS) Sections labeled as "Desirable Scored" are not required to be offered by the Bidder in order to be compliant with the solicitation requirements. The Bidder may choose whether to meet requirements labeled as (DS). However, if a Bidder offers any of these (DS) requirements, the Bidder must meet the minimum requirements as stated in this section. The State will review responses to (DS) requirements and apply points, if applicable, per criteria stated in ITN Solicitation Section 1.G, Participation Requirements, Response Format, and Evaluation and ITN Requirements document.

## **Phase 2 Response – Bidder Qualifications, Bidder Reference Forms and Narratives,**

Bidders must submit the required responses as indicated. The Bidder will be required to provide Narrative Responses to all of the topics listed in this section. **All Narrative Responses will be submitted on 8.5 x 11 standard letter paper, using Arial 11, with no less than ½" margins for top, bottom, left, and right and have no more than the number of pages indicated. Each section shall clearly indicate the narrative topic.** Failure to submit in this format may result in the response being considered non-responsive.

### **1. Qualification Requirements**

The Bidder is expected to have a proven record of success and be responsible for all aspects of the service, including any subcontractors and the project team/personnel proposed.

The Bidder must meet the minimum Bidder Qualification requirements. Failure to meet any of the minimum requirements shall result in a response being deemed non-responsive and therefore disqualified.

#### **a. Bidder Qualifications (M)**

The Bidder must complete and submit as part of the proposal response, Exhibit N.1 Bidder Qualification Form, to confirm that the Bidder's experience meets all the minimum requirements identified in Exhibit N.1. Bidders must have been the prime contractor on each project referenced. **It is incumbent upon the Bidder to provide enough detail on each bulleted item of each Bidder Qualification in its Final Response for the state to evaluate the Bidder's ability to meet the requirements and perform the services as described in this solicitation.** The CA HCD projects may not be used to satisfy this requirement.

The Bidder must provide information for a minimum of one (1) project to meet the mandatory Bidder Qualification Requirement # 1. A separate Exhibit N.1 Bidder Qualification Form must be submitted for every project used to meet the minimum required experience. Points will be awarded for Desirable Scored requirements based on the points in accordance with ITN Exhibit N (Bidder Qualifications and Reference Forms). Any given project may meet multiple requirements, but at least one (1) project must be provided to meet the mandatory Bidder Qualification Requirement # 1. Bidders who do not submit at least one (1) of the required qualification forms shall be deemed non-responsive.

Experience must have occurred within ten (10) years prior to the ITN Final Response due date for all projects and must have been completed in the United States of America.

**i. Bidder Qualification Forms**

The Bidder must complete Exhibit N.1 with the qualifying project information being used to meet the minimum experience required for this project. A separate exhibit must be completed for each project used to meet the minimum mandatory requirements.

Exhibit N.1 will be used by the State to assess Bidder's qualifications. The Bidder must specify the required experience in the pertinent row for each requirement in Exhibit N.1. Use additional forms as needed to complete each response. The State may contact references listed on Exhibit N.2 to verify the information provided by the Bidder. Any conflicting or incomplete information may result in the response being deemed non-responsive.

**ii. Bidder Qualification Scoring**

See Exhibit N.1 for Bidder Qualifications scoring.

**b. Bidder References (MS)**

The Bidder must complete and ensure Reference returns to the PO by the Final Response, Exhibit N.2 Bidder Reference Form, for each of the projects cited on the corresponding Exhibit N.1 Bidder Qualification Form. Reference forms from CA HCD projects cannot be used to satisfy this requirement.

The purpose of the Bidder reference requirement is to provide the State the ability to assess the Bidder's quality, effectiveness, and capabilities through a satisfaction rating provided by the Bidder's previous project clients.

Exhibit N.2 Bidder Reference Form, lines 8-15 must be completed in its entirety, signed, and dated by a reference that performed a management or supervisory role and is listed on the corresponding Exhibit N.1 Bidder Qualification Form to be considered responsive. The Exhibit N.2 Bidder Reference Form, must be returned to the State Procurement Official listed in the ITN Solicitation, Section 1.F. Key Action Dates for Phase 2 submission of the Response. Photocopies may be accepted as long as the form, response, and signature are legible. No information corrections or changes may be made on the reference form by the Bidder. Forms with alterations or changes to the entered information may deem the Bidder non-responsive and may be the basis for rejecting the Bidder's response. Points will be awarded based on the Bidder Reference Satisfaction in accordance with Exhibit N.2 Bidder Reference Form.

References may be contacted to validate submitted responses based on customer satisfaction. The reference contact name(s) must be a representative of the company for which the project was developed. References from another contractor or contracting company are not acceptable. References must be

external to a Bidder's organization and corporate structure. References from CA HCD are not acceptable. Failure to provide verifiable references may cause the response to be rejected.

Points will be awarded to Bidders in accordance with their satisfaction rating, as described in Exhibit N.2 Bidder Reference Form.

**i. Bidder Reference Forms**

The Bidder must complete lines 1-6 of this Exhibit N.2, Bidder Reference Form. One (1) form must be used for each corresponding Exhibit N.1 submitted. The reference information below must be consistent with the corresponding Exhibit N.1. Bidder must submit the completed Exhibit N.1 and the corresponding Exhibit N.2 in its response to the solicitation. Please see ITN Exhibits, Exhibit N.1 and N.2

**ii. Bidder Reference Scoring**

The State will evaluate the Bidder's references using the information provided in each Exhibit N.2: Bidder Reference Forms. The Bidder must submit one (1) Exhibit N.2 form for each project cited on Exhibit N.1: Bidder Qualification Form.

Each Bidder Reference Form must be signed by a reference contact who performed a management or supervisory role on the referenced project.

All reference forms must be returned to the State PO in order to meet the Bidder minimum experience requirements. Bidders who do not return the required reference forms shall be deemed non-responsive.

**\*\*If the reference is not allowed either legally or by company/organization policy to sign the reference form(s), the reference must type in its full name with a brief statement on the form outlining the reason they are not permitted to sign the States reference form. If needed, the State may contact either the Bidder and/or staff references to validate the reference submitted. The State will make two (2) attempts via phone and/or email to validate Bidder experience using the information provided in the Bidder reference forms, as applicable.**

Reference scores will be calculated by totaling the ratings from each reference form submitted. Each total rating for all the reference forms submitted will then be summed and divided (averaged) by the number of reference forms submitted to determine the Bidder's final evaluated total rating score. For example, if there are three (3) total rating scores of 48, 32, and 16, from three (3) projects, they will be summed together to equal 96 out of a total possible score of 144. The resulting number (96) will then be divided by

three (3) (the number of reference forms submitted) to equal the final total rating of 32.

## 2. Narrative Responses

### A. Implementation Plan: (M) (NR-A)

In four two-sided pages or less, the Bidder must describe their project implementation plan to meet the project requirements and December 20, 2019 deadlines identified in the SOW and requirements. Include information about:

- I. milestones-  
**BAFO:** Additionally, describe the key risks involved with this implementation-
- II. schedule
- III. **BAFO:** Additionally, ensure that your response is revised (if applicable) based on information obtained from the negotiation process and the Bidder's respective negotiation session. Specifically, regarding HCD's plan to use the proposed solution Out of the Box with limited modifications.
- IV. communications-
- V. **BAFO:** Additionally, provide a comprehensive approach to communications with HCD,
- VI. on-site and off-site work, and
- VII. key personnel.

### B. Quality Assurance Plan: (M) (NR-B)

In two two-sided pages or less, the Bidder must describe their approach to system testing and quality assurance for this project. Include information about:

- I. developing test scripts,
- II. user acceptance testing,
- III. aligning testing and test results to requirements, and
- IV. resolving testing and quality assurance issues.

**BAFO:** Incorporate in the BAFO response how the approach addresses the revised deliverables Exhibit Q and the revised SOW.

### C. System Disaster Recovery Plan: (M) (NR-C)

In two two-sided pages or less, the Bidder must describe their system disaster recovery plan for this project Include information about:

- I. backup locations,
- II. backup testing schedules and frequency,
- III. installing backup data in the event of a disaster, and
- IV. communications to both internal and external users.

**BAFO:** Incorporate in the BAFO response how the approach addresses the revised deliverables Exhibit Q and the revised SOW.



#### **D. Training Plan: (M) (NR-D)**

In two two-sided pages or less, the Bidder must describe their approach to training both internal and external users for this project. Include information about:

- I. training materials and methods  
**BAFO:** Additionally, describe approach for admin users, super users and regular users and permissions for each role -
- II. training for updates and upgrades,
- III. external user resources, and
- IV. on-site and remote training.

#### **E. Key Challenges: (M) (NR-E)**

In four two-sided pages or less, the Bidder must:

- I. Describe program and system key challenges faced in past similar implementation projects, and respective solutions
- II. Describe potential program and system key challenges identified in the attached SOW and requirements, what makes them key challenges, and proposed solutions.

#### **F. Portal Design and Implementation: (M) (NR-F)**

In two two-sided pages or less, the Bidder must describe their portal design and implementation plan for this project. Include information about:

- I. The use of Geo-code,
- II. Backups,
- III. Configure/test database maintenance,
- IV. Configure/test Disaster Recovery database.

**BAFO:** Incorporate in the BAFO response how the approach addresses the revised deliverables Exhibit Q and the revised SOW.

#### **G. Homeowner Survey: (DS) (NR-G)**

In two two-sided pages or less, if the Bidder's system includes or can include functionality for the homeowner potential applicant survey as outlined in Attachment 4 (OOR Process Flow), please describe:

- How the survey is created and deployed?
- How the survey results are received, analyzed for tiering, and reported?
- How duplicate survey responders are managed?
- Whether the data fields in the survey pre-fill into a full grant application?

#### **H. Additional BAFO Narrative Response Items**

The Bidder shall address the additional items below in the **Narrative Responses:**

- Provide information how your Maintenance & Operations Services will keep the software solution current with HUD's requirements.
- Provide information on the development of ad hoc reports.
- Provide your approach to meeting the security requirements for California given that the survey is expected to go out October 7, 2019.
- Provide your approach to meeting the ADA requirements for California per ITN 2019-002 BAFO Exhibit P - Bidder Requirement Spreadsheet requirement #5, given that the survey is expected to go out the first week of October 2019. Note: the California Department of Technology interprets "full compliance" with AB 434 to mean (in addition to compliance with anti-discrimination laws referred to in Government Code section 11135) conformance with the Rehabilitation Act Section 508 regulations and the Web Content Accessibility Guidelines (WCAG) at a minimum Level AA success criteria."
- Elaborate on the roles and responsibilities of the Bidder's Personnel during implementation of this project, and expectations of the State's Personnel throughout the process.
- 

### **Phase 3 Demonstration/Cost Submission**

#### **1. Demonstration**

The compliant Bidders from Phases 1 and 2 will demonstrate functionality for Vendor Requirements where the Bidder responded that the Bidder can meet the functionality "Out of the Box".

All Bidder's that can demonstrate the core functionality will have their Cost Workbook evaluated.

#### **2. Cost Workbook: (M) – Exhibit R**

Bidders shall submit the cost workbook with the final response. Exhibit R includes the services, features, and equipment that the Bidders must provide at the cost proposed through the term of the Agreement (unless otherwise negotiated). Bidders must submit the Cost Workbook upon arriving for demonstrations in a sealed envelope, labeled "costs" to the PO. Responses submitted with no price will be considered as offered as no cost.

After the Administrative Requirements and Technical Requirements (including demonstrations) have been evaluated, the evaluation team will open the sealed cost for those Bidders whose responses have been deemed responsive and responsible. If a Bidder was determined to be non-responsive and/or not responsible during the evaluation of the administrative and technical requirements, the cost will remain unopened for that Bidder.

**NOTE:** If a Bidder's cost fails to meet the requirement to be submitted under separate, sealed cover, the State may immediately deem the Bidder non-responsive and may discontinue evaluation of the response.

All cost worksheets will be validated to verify completeness and mathematical accuracy. After costs worksheets have been verified for accuracy, the Bidder with the lowest proposed total cost will receive the maximum score of 2,770 points. All other Bidders will receive a proportionally lower score using the ratio of the lowest proposed total cost to the Bidder's proposed total cost applied to the maximum points of 2,770, as shown in the Bidder cost score formula below:

Bidder Cost Score Formula		
(Lowest proposed total cost)	X points	<b>Bidder cost score</b>
(Bidder's proposed total cost)		

The cost score calculation example below, Bidder Cost Score Calculation example illustrates that Bidder C proposed the lowest cost and received the maximum points possible.

Bidder Cost Score Calculation			
Bidder	Bidder's Proposed Total Cost	Calculation	Bidder Cost Score
A	\$500,000	$\frac{\$300,000}{\$500,000}$ X 2,770 points	1,662points
B	\$400,000	$\frac{\$300,000}{\$400,000}$ X 2,770points	2,078points
C	\$300,000	$\frac{\$300,000}{\$300,000}$ X 2,770points	2770 points

NOTE: Point values in this example explain the calculations and have no other significance.

**Costs will be submitted and evaluated in Solicitation Phase 3 only.**

**Invitation to Negotiate (ITN)  
For  
Owner Occupied Reconstruction  
(OOR) System  
2019-ITN-002  
Exhibits BAFO 1 Rev.2**

**Issued by:**

**State of California**

**Department of Housing and Community Development (HCD)**

**September 11, 2019**

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**EXHIBIT A – COVER LETTER**

Attach a copy of the cover letter required with the final response submittal per Invitation to Negotiate (ITN) Solicitation Section 1.G- Participation Requirements, Response Format, and Evaluation (Requirements Documents- Phase 1.A) as Exhibit A.

**EXHIBIT B – BIDDER DECLARATION**

The Bidder Declaration GSPD-05-105 as Exhibit B required with the final Response submittal per ITN Solicitation Section 1.G- Participation Requirements, Response Format, and Evaluation (Requirements Documents Phase 1.B).

[www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf)

**EXHIBIT C – IRAN CONTRACTING ACT OF 2010**

IRAN CONTRACTING ACT

(Public Contract Code § 2202-2208)

Prior to bidding on, submitting a proposal or executing a Contract or renewal for a State of California Contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or Contract pursuant to Public Contract Code § 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law (Public Contract Code § 2205) establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the Contract for which the false certification was made; Contract termination; and three-year ineligibility to bid on Contracts.

OPTION #1 — CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed):		Federal ID Number (or n/a):
By (Authorized Signature):		
Printed Name and Title of Person Signing:		
Date Executed:	Executed in:	



**EXHIBIT C – IRAN CONTRACTING ACT OF 2010, continued**

OPTION #2 — EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew a Contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed):	Federal ID Number (or n/a)
By (Authorized Signature):	
Printed Name and Title of Person Signing:	Date Executed:

**EXHIBIT D – WORKERS’ COMPENSATION CERTIFICATION**

**The undersigned in submitting this document hereby certifies the following:**

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Contract.

---

**Signature** **Date**

---

**Name and Title (Print or Type)** **Street Address**

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**Bidder Name** **City, State, ZIP code**

**EXHIBIT E – SECRETARY OF STATE CERTIFICATION**

Attach a copy of the Bidder's Secretary of State Certification Status as Exhibit E.  
For more information on certification/status of registration, refer to the following website link:

<https://businesssearch.sos.ca.gov/>

**EXHIBIT F – PAYEE DATA RECORD (STD 204)**

Attach the STD. 204, Payee Data Record as Exhibit F.

Refer to the following website link to obtain the appropriate form and information for the Payee Data Record (STD 204):

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

**EXHIBIT G – CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code Section 2010, if a Bidder or proposer executes or renews a Contract over \$100,000 on or after January 1, 2017, the Bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For Contracts over \$100,000 executed or renewed after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For Contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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

**EXHIBIT H – FEDERAL PREFERENCES AND INCENTIVES**

THE BIDDER MUST COMPLETE ALL SECTIONS BELOW AND SUBMIT WITH ITS RESPONSE.

1. WOMEN BUSINESS ENTERPRISE (WBE) AND MINORITY BUSINESS ENTERPRISE (MBE) OUTREACH AND INCENTIVES

As outlined in 2 CRF 200.321, non-federal entities must take all necessary affirmative steps to assure that minority businesses, women's businesses, and labor surplus firms are when possible. To meet this requirement, proposers who are a WBE or MBE are encouraged to respond or be a part of a team which responds to the solicitation. If a proposer or subcontractor is not currently a WBE/MBE, and believes they will qualify, then they must contact Caltrans at (916) 324-1700. To receive the preference points the Contractor must provide a copy of their certification as part of the response.

The Bidder shall check the appropriate box from the choices below.

- I am not claiming the WBE preference.
- I am claiming the WBE preference.
- I am not claiming the MBE preference.
- I am claiming the MBE preference.

Name of Bidder: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

**EXHIBIT I – 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 project, 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 Official 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 Official before payment can be made for services provided. 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 a Confidentiality Statement and will be expected to sign and return it to the State's project manager before beginning work on this project.

<b>Representative Name:</b>		<b>Title:</b>		<b>Phone Number:</b>	
<b>Company Name:</b>					
<b>Address:</b>					

<b>City/State/Zip Code:</b>	
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**Information Sheet**

**Exhibit J – Commercially Useful Function (CUF) Certification Form**

All Bidders utilizing subcontractors to perform any portion of the work identified in the Scope of Work must complete the attached Exhibit J (Commercially Useful Function (CUF) Certification) form in accordance with the instructions contained in the form.

Bidders are advised that while Exhibit J contains questions pertaining to certain bidder preferences (such as SB, MB, and DVBE), the Bidder's answers to these questions are for informational purposes only and will not be used to grant a bidder any kind of preference or scoring advantage with respect to its bid. No state or federal bidder preferences will be utilized in connection with this solicitation.

**By completing and executing Exhibit J, the Bidder acknowledges the foregoing statement.**



**EXHIBIT J – COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION**

**THE BIDDER MUST COMPLETE AND SUBMIT WITH ITS RESPONSE.**

**Bidder Name:** \_\_\_\_\_

Subcontractor Name (submit one form for each SB/DVBE (prime and/or subcontractor(s)):  
\_\_\_\_\_

Mark all that apply: DVBE:  Small Business:  Micro Business:  N/A:

All certified small business (SB), micro business (MB), and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

Answer questions 1-5 below, as they apply to your company for the goods and/or services being acquired in this solicitation. **A California certified SB, MB, or DVBE business** must be deemed to perform a Commercially Useful Function (CUF) by meeting **ALL** of the following CUF requirements for Contract award consideration.

1.	Is responsible for the execution of a distinct element of the resulting Contract.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Carries out its obligation by actually performing, managing, or supervising the work involved.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Performs work that is normal for its business services and functions.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	Is responsible, with respect to products, inventories, materials, and supplies required for the Contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment. If this is a SERVICE with <b>NO</b> goods involved, check <b>N/A</b> and go to #5.	Yes <input type="checkbox"/>	No <input type="checkbox"/> or N/A <input type="checkbox"/>
5.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If the answer to any of the five (5) questions is "NO" (except for #4 when marked with "N/A"), may result in your proposal being deemed non-responsive.

The Bidder must provide a written statement below detailing the role, services and goods the subcontractor(s) will provide to meet the commercially useful function requirement. If the Bidder is not claiming a SB or DVBE, indicate "Not claiming a preference" in the box below.

At the State's option prior to award, the Bidder may be required to submit additional written clarifying information. By signing this form, the undersigned Bidder certifies that all the information provided in this form is true and correct.

Bidder:

---

Bidder Printed/Typed  
Name and Title:

---

Signature and Date:

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**EXHIBIT K – RESPONSE CHECKLIST**

A responsive/responsible response or response package will consist of submitting all required documentation in the ITN Solicitation, ITN Requirements and ITN Exhibits, in accordance with the Statement of Work. In addition, completed and executed exhibits in the Response Checklist must be included in the Response.

To complete this Checklist, place a check mark or "X" next to each item included in your proposal submission to the State. For your Response to be responsive, all required exhibits, forms and information must be included.

**Solicitation Phase 1: Required Forms and Documentation (Administrative Review)**

- \_\_\_\_\_ COVER LETTER (EXHIBIT A)
- \_\_\_\_\_ BIDDER DECLARATION (EXHIBIT B)
- \_\_\_\_\_ IRAN CONTRACTING ACT OF 2010 (EXHIBIT C)
- \_\_\_\_\_ WORKERS' COMPENSATION CERTIFICATION (EXHIBIT D)
- \_\_\_\_\_ SECRETARY OF STATE CERTIFICATION (EXHIBIT E)
- \_\_\_\_\_ PAYEE DATA RECORD (STD 204) (EXHIBIT F)
- \_\_\_\_\_ CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (EXHIBIT G)
- \_\_\_\_\_ FEDERAL PREFERENCES AND INCENTIVES (Exhibit H)
- \_\_\_\_\_ CONFIDENTIALITY STATEMENT (EXHIBIT I)
- \_\_\_\_\_ COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION (EXHIBIT J)
- \_\_\_\_\_ RESPONSE CHECKLIST (EXHIBIT K)

**Solicitation Phase 2:**

- \_\_\_\_\_ BIDDER QUALIFICATIONS FORM (EXHIBIT N.1)
- \_\_\_\_\_ BIDDER REFERENCE FORM (EXHIBIT N.2)
- \_\_\_\_\_ NARRATIVE RESPONSE REQUIREMENTS (PLACEHOLDER) (EXHIBIT O)
- \_\_\_\_\_ BIDDER REQUIREMENTS SPREADSHEET (PLACEHOLDER) (EXHIBIT P)
- \_\_\_\_\_ DELIVERABLES TABLE (PLACEHOLDER) (EXHIBIT Q)

**Solicitation Phase 3:**

- \_\_\_\_\_ COST WORKBOOK (EXHIBIT R)

**EXHIBIT L – TEMPLATE FOR QUESTION SUBMITTAL**

The bidder is required to use this form when submitting questions to the Procurement Official listed in ITN Solicitation Section 1.E. Instructions are as follows:

**Name of Bidder** – Provide the name of the bidding firm

**Contact Person** – Provide the name of the person to contact if the State needs clarification about the question.

**Contact Email and Phone Number** – Provide the email and phone number (including area code) for the listed contact person.

**Q #** – Sequentially number each question, always starting at one (1) for each submission.  
**Section/Document(s)** – Identify the section or document the request pertains to, such as “ITN Solicitation Section 1.G, Participation Requirements, Response Format, and Evaluation.”

**Page #** – Identify the page number of the section/document name or title the question pertains to.

**Question** – Write the question in this column.  
Expand or reduce the number of rows to accommodate the number of questions.

**Question Submittal Form**

Bidder Solicitation Question Form			
<b>Name of Bidder:</b>			
<b>Contact Person:</b>			
<b>Contact Email and Phone Number:</b>			
Q #	Section/Document(s)	Page #	Question
1			
2			
3			
4			

**EXHIBIT M – REQUEST FOR CHANGE SUBMITTAL**

The Bidder is required to use this form when submitting request for changes. Submit the completed form to the Procurement Official listed in ITN Solicitation Section 1.E. Instructions are as follows:

**Name of Bidder** – Provide the name of the Bidding firm.

**Contact Person** – Provide the name of the person to contact if the State needs clarification about the request for change.

**Contact Email and Phone Number** – Provide the email and phone number (including area code) for the listed contact person.

**Change #** – Sequentially number each change, always starting with number 1 for each request.

**Section/Document(s)** – Identify the section or document the request pertains to, such as “ITN Solicitation Section 1.G, Participation Requirements, Response Format, and Evaluation.”

**Page #** – Identify the page number the change pertains to.

**Proposed Change** – Write the requested change in this column. The Firm shall apply tracked changes to ensure the change is evident.

**Bidder’s Rationale** – Provide explanation or the motivation for the requested change.

Expand or reduce the number of rows to accommodate the number of questions.

**Firm Request for Change Form**

Bidder Request for Change Form				
<b>Name of Bidder:</b>				
<b>Contact Person:</b>				
<b>Contact Email and Phone Number:</b>				
Ch #	Section/Document(s)	Page #	Proposed Change (in tracked changes)	Bidder’s Rationale
1				
2				

3				
---	--	--	--	--

### EXHIBIT N – BIDDER QUALIFICATION FORM – INSTRUCTIONS

The Bidder must complete Exhibit N.1, Bidder Qualifications Form, with the qualifying project information being used to meet the minimum experience required for this project. A separate exhibit must be completed for each project used to meet the minimum mandatory requirements.

Exhibit N.1 will be used by the State to assess Bidder's qualifications. The Bidder must specify the required experience in the pertinent row for each requirement in Exhibit N.1. Use additional forms as needed to complete each response. The State may contact references listed on Exhibit N.2, Bidder Reference Form, to verify the information provided by the Bidder. **Any conflicting or incomplete information may result in the response being deemed non-responsive.**

All experience must have occurred within ten (10) years prior to the solicitation release date, unless stated otherwise. Projects must have been successfully implemented, received system acceptance from the customer and be in a production environment. The Bidder must complete Exhibit N.1 Bidder Qualifications Form in accordance with the instructions provided below. One Exhibit N.1 must be completed for each separate project used to meet the minimum mandatory experience requirements. All dates must be in MM/DD/YYYY format.

**Contact for a Bidder's Reference must not be an employee of the State of California who is on the project team or part of the evaluation committee, therefore Bidder should verify this with the Reference contacts.**

Reference and contact name(s) must be from the end user of the development project. **References from another contractor or contracting company are not acceptable.**

Bidder's references may be contacted to verify information provided by the Bidder.

**Box 1, Bidder:** Provide the company name of the Bidder submitting the response.

**Box 2, Project Name:** Provide the name of the project.

**Box 3, Company Name of the Bidder's reference.** Identify the company for whom the project was completed.

**Box 4, Contact name and contact information of the Bidder's reference.** Identify the contact information from whom the project was completed. Enter the name, title, e-mail address, and phone number for the reference contact for the project. By submitting a response, the Bidder declares that the reference person identified is/was employed by the company identified in box 3. This reference will be the same person identified in the Bidder Reference Form, Exhibit N.2.



**EXHIBIT N – BIDDER QUALIFICATION FORM – INSTRUCTIONS, continued**

**Boxes 5 and 6, Start Date and End Date:** Provide the start and end date that the Bidder worked on the cited project using MM/DD/YYYY format.

**Box 7, Project Description:** Provide a brief description of the nature of the Bidder's cited project. The description should include those elements that are similar to the State's project as described in the solicitation and Statement of Work (SOW).

**Box 8** Check the appropriate response, "Yes" or "No" to the question of "Was the Bidder that performed the work the Prime Contractor?" The Bidder Qualifications Mandatory experience qualifications must be met using the Bidder's experience.

**Box 9** Check the appropriate response, "Yes" or "No" or "On-going".

**Box 10, Project Contract Amount:** Provide the dollar amount in currency format of the project contract value.

**Box 11,** Instructions for documenting the years of experience gained from the project cited.

Note: It is the Bidder's responsibility to ensure that each minimum experience requirement is met in full and is addressed in the Bidder qualification forms in order for the State to determine compliance to the requirements. The Bidder must complete Exhibit N.1 with the qualifying project information being used to meet the minimum experience required for this project. A separate exhibit must be completed for each project used to meet the minimum mandatory requirements.

**Definitions:**

**HUD Monitored –** Means a CDBG or CDBG-DR funded owner-occupied rehabilitation or reconstruction program under CDBG activity code 14, has been monitored by HUD using CPD's most recent monitoring checklists under Chapter 4 and/or Chapter 6 found at:

[https://www.hud.gov/program\\_offices/administration/hudclips/handbooks/cpd/6509.2](https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/6509.2),  
**and any system related findings have been resolved.**



**EXHIBIT N.1 – BIDDER QUALIFICATIONS FORM**

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

1	<b>Bidder:</b>			
2	<b>Project Name:</b>			
3	<b>Company Name of Bidder's Reference:</b>			
4	<b>Contact Name and Title, Email Address and Telephone Number of Bidder's reference:</b>			
5	<b>Start Date (MM/DD/YYYY):</b>			
6	<b>End Date (MM/DD/YYYY):</b>			
7	<b>Project Description:</b>			
8	<b>Was the Bidder that performed the work the Prime Contractor? Yes ___ No ___</b>			
9	<b>Did the Bidder complete the project? Yes <input type="checkbox"/> No <input type="checkbox"/> On-going <input type="checkbox"/></b> (see line #6 for Contract completion date)			
10	<b>Project Contract Amount: \$</b>			
11	For each mandatory experience and, if applicable, desirable experience listed below, check "Yes" if the total project experience was met on this referenced project; check "No" if none of the experience was met on this referenced project; and describe the Bidder's role and responsibilities performed on the project in the "Description of services provided" field.			
Number	Classification	Experience	Total Experience Required	Experience Gained on this Cited Project
12	M	<p>Bidder's <b>proposed solution</b> (as described in the SOW) shall have at least one (1) homeowner assistance program, that includes:</p> <ul style="list-style-type: none"> <li>• Operation of an owner occupied reconstruction (OOR) program</li> <li>• The program is funded with Community Development Block Grant (CDBG) or CDBG-Disaster Recovery (DR).</li> <li>• The program is currently operating</li> </ul>	1 Project	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p><b>Start date of contract work (mm/dd/yyyy):</b></p> <p><b>End date of contract work (mm/dd/yyyy):</b></p>

		<ul style="list-style-type: none"> <li>• HUD Monitored (see definition in instructions).</li> </ul> <p>Sixty (60) points for each additional ongoing project not to exceed a maximum of two hundred forty (240) points total.</p>		
<b>Description of services provided:</b>				
13	DS	<p>Bidder will receive points (as shown below) if the proposed solution that is currently utilizing a Community Development Block Grant – Disaster Recovery (CDBG-DR) award for an OOR program, and:</p> <ol style="list-style-type: none"> <li>1. has been audited by <b>HUD's Office of Inspector General (OIG)</b>, with system related findings resolved.</li> </ol> <p><i>Sixty (60) points for each ongoing and HUD/OIG monitored CDBG-DR OOR program not to exceed a maximum of one hundred twenty (120) points total</i></p> <p><b>AND/OR</b></p> <ol style="list-style-type: none"> <li>2. is administering both CDBG-DR <b>and FEMA Hazard Mitigation Grant Program (HMGP)</b> funding within the same solution.</li> </ol> <p><i>Sixty (60) points for each program that includes FEMA Funds, not to exceed a maximum of one hundred twenty (120) points total.</i></p>	Project(s)	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p><b>Start date of contract work (mm/dd/yyyy):</b></p> <p><b>End date of contract work (mm/dd/yyyy):</b></p>
<b>Description of services provided:</b>				

<b>14</b>	<b>DS</b>	Bidder shall receive points (as shown below) for each implemented project <b>using the proposed solution</b> to manage/operate more than one homeowner assistance program type (i.e. property buyout, reimbursements, loans, and grants) for a single client.  Sixty (60) points for each additional ongoing project not to exceed a maximum of one hundred twenty (120) points total.	Project(s)	Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Start date of contract work (mm/dd/yyyy):</b>  <b>End date of contract work (mm/dd/yyyy):</b>
		<b>Description of services provided:</b>			
<b>Total Maximum Points Possible:</b>					

**EXHIBIT N.2 – BIDDER REFERENCE FORM**

**Bidder Instructions:** Complete lines 1-6 of this Exhibit N.2, Bidder Reference Form. One (1) form must be used for each corresponding Exhibit N.1 submitted. The reference information below must be consistent with the corresponding Exhibit N.1. Reference forms from CA HCD projects cannot be used to satisfy this requirement. It is the Bidder's responsibility to ensure the reference provide the State PO with the Exhibit N.2 Bidder Reference Form by the due date listed in the Invitation to Negotiate Solicitation, Section 1.F Key Action Dates.

**Instructions to the Bidder's Reference:** The person listed in line 4 must complete lines 8-15. Using the rating scale in line 7, rate your satisfaction with the Bidder who performed the services described on lines 5 and 6. Sign, date, and return this form to the Procurement Official (PO) [Gabe.Nielsen@state.ca.gov](mailto:Gabe.Nielsen@state.ca.gov) by 12:00 pm PST August 6, 2019.

<b>1</b>	<b>Bidder:</b>	
<b>2</b>	<b>Project Name:</b>	
<b>3</b>	<b>Company Name of Bidder's reference:</b>	
<b>4</b>	<b>Contact Name and title, Email Address, and Telephone Number of Bidder's reference:</b>	
<b>5</b>	<b>Bidder's involvement in this project (role and responsibilities):</b>	
<b>6</b>	<b>Project Description:</b>	
<b>7</b>	<b><u>Satisfaction Rating/Points to be completed by the Bidder's reference:</u></b>	
	Using the following scale:	
	0 = Unsatisfactory, 2 = Marginal (25 points), 4 = Satisfactory (50 points), 6 = Excellent (75 points)	
	<b>Circle only one number for each question below.</b>	<b>Satisfaction Rating/Points</b>

<b>8</b>	How would you rate the Bidder's proposed software solution for operating and managing a direct-assist owner occupied reconstruction/rehabilitation program?	<b>0 2 4 6</b>
<b>9</b>	How would you rate the Bidder's ability to manage project milestones, deliverables, and timelines in implementing the software solution?	<b>0 2 4 6</b>
<b>10</b>	How would you rate the Bidder's effectiveness at providing maintenance and operation and /or Help Desk support after project System Acceptance?	<b>0 2 4 6</b>
<b>11</b>	How would you rate the Bidder's effectiveness providing training to end users?	<b>0 2 4 6</b>
<b>12</b>	How would you rate the Bidder's effectiveness at providing quality and timely responses to users' questions and concerns?	<b>0 2 4 6</b>
<b>13</b>	How would you rate the Bidder's effectiveness at providing quality and timely resolution to any system-related program compliance issues that required customization or configuration?	<b>0 2 4 6</b>
<b>14</b>	How would you rate the Bidder's performance in working within budget constraints?	<b>0 2 4 6</b>
<b>15</b>	How would you rate the Bidder's overall performance?	<b>0 2 4 6</b>
<b>16</b>	How would you rate the Bidder's willingness and ability to accommodate your organization's working style and constraints?	<b>0 2 4 6</b>
<b>Total Possible Rating</b>		<b>675</b>

By signing below, I declare that I have reviewed the information contained in Exhibit N.1 and that the information is true and correct.

**Reference Signature:**

**Date:**

**Printed Name:**

**Reference Title or role on the project:**

**Reference Email:**

**Reference Phone:**

## EXHIBIT O – NARRATIVE RESPONSE REQUIREMENTS

Bidders must submit the required responses as indicated. The Bidder will be required to provide Narrative Responses to all of the topics listed in ITN Solicitation Section 1.G, Participation Requirements, Response Format, and Evaluation, Phase 2 Technical Response and ITN Requirements Phase 2 Response, Narratives, Bidder Qualifications and Reference forms. **All Narrative Responses will be submitted on 8.5 x 11 standard letter paper, using Arial 11, with no less than ½" margins for top, bottom, left, and right and have no more than the number of pages indicated. Each section shall clearly indicate the narrative topic.** Failure to submit in this format may result in the response being considered non-responsive.

A. System Implementation Plan: (M) (NR-A)

In four two-sided pages or less, the Bidder must describe their project implementation approach to how the Bidder will meet the project requirements and the December 20, 2019 deadline identified in the SOW and requirements. Include information about:

- Critical path milestones-
- **BAFO:** Additionally, describe the key risks involved with this implementation
- Implementation schedule including go-live and training-
- **BAFO:** Additionally, ensure that your response is revised (if applicable) based on information obtained from the negotiation process and the Bidder's respective negotiation session. Specifically, regarding HCD's plan to use the proposed solution Out of the Box with limited modifications.
- Communication methods to be used during implementation
- **BAFO:** Additionally, provide a comprehensive approach to communications with HCD,
- on-site and off-site work according to deliverables, and
- key personnel (including position title) and responsibilities.

B. Quality Assurance Plan: (M) (NR-B)

In two two-sided pages or less, the Bidder must describe their approach to system testing and quality assurance for this project. Include information about:

- developing test scripts,
- user acceptance testing,
- aligning testing and test results to requirements, and
- resolving testing and quality assurance issues.
- **BAFO:** Incorporate in the BAFO response how the approach addresses the revised deliverables Exhibit Q and the revised SOW.

C. System Disaster Recovery Plan: (M) (NR-C)

In two two-sided pages or less, the Bidder must describe their system disaster recovery plan for this project Include information about:

- backup locations,
  - system disaster recovery backup testing schedules and frequency,
  - installing backup data in the event of a disaster, and
  - communications to both internal and external users.
- **BAFO:** Incorporate in the BAFO response how the approach addresses the revised deliverables Exhibit Q and the revised SOW.

D. Training Plan: (M) (NR-D)

In two, two-sided page or less, the Bidder must describe their approach to training users for this project. Include information about:

- training materials and methods
- **BAFO:** Additionally, describe approach for admin users, super users and regular users and permissions for each role -
- training for updates and upgrades,
- external user resources, and on-site and remote training

E. Key Challenges: (M) (NR-E)

In four two-sided pages or less, the Bidder must describe:

- key program and system challenges faced in past similar implementation projects, and respective solutions.
- potential key program and system challenges identified for HCD based on the Bidder's review of the entire solicitation package (SOW, Requirements, Deliverables, etc.),
- what makes them key challenges, and the Bidder's proposed resolutions to these key challenges.

F. Portal Design and Implementation: (M) (NR-F)

In two two-sided pages or less, the Bidder must describe their portal design and webpage implementation strategy for this project at [www.ReCoverCA.org](http://www.ReCoverCA.org)

Include information about:

- The use of Geo-code,
  - Backups,
  - Configure/test database maintenance,
  - Configure/test Disaster Recovery database.
- **BAFO:** Incorporate in the BAFO response how the approach addresses the revised deliverables Exhibit Q and the revised SOW.

G. Homeowner Survey: (DS) (NR-G)

In two two-sided pages or less, if the Bidder's system includes or can include functionality for the homeowner potential applicant survey as outlined in Attachment 4 (OOR Process Flow), please describe:

- How the survey is created and deployed?

- How the survey results are received, analyzed for tiering, and reported?
- How duplicate survey responders are managed?
- Whether the data fields in the survey pre-fill into a full grant application?

H. Additional BAFO Narrative Response Items

The Bidder shall address the additional items below in the **Narrative Responses**:

- Provide information how your Maintenance & Operations Services will keep the software solution current with HUD's requirements.
- Provide information on the development of ad hoc reports.
- Provide your approach to meeting the security requirements for California given that the survey is expected to go out October 7, 2019.
- Provide your approach to meeting the ADA requirements for California per ITN 2019-002 BAFO Exhibit P - Bidder Requirement Spreadsheet requirement #5, given that the survey is expected to go out the first week of October 2019. Note: the California Department of Technology interprets "full compliance" with AB 434 to mean (in addition to compliance with anti-discrimination laws referred to in Government Code section 11135) conformance with the Rehabilitation Act Section 508 regulations and the Web Content Accessibility Guidelines (WCAG) at a minimum Level AA success criteria."
- Elaborate on the roles and responsibilities of the Bidder's Personnel during implementation of this project, and expectations of the State's Personnel throughout the process.



**EXHIBIT P – BIDDER REQUIREMENTS SPREADSHEET (PLACEHOLDER)**

**EXHIBIT Q – DELIVERABLES TABLE (Placeholder)**

**EXHIBIT R – COST WORKBOOK**

The Bidder must submit Exhibit R, Cost Workbook at time of Bidder Demonstration in a sealed envelope marked "Cost" to the State PO.

- a) Refer to the Excel Workbook file on Cal eProcure labeled, "Exhibit R Cost Workbook" for submission of your Cost Data.
- b) The cost worksheets shall be completed in accordance with the instructions in the ITN Solicitation Section 1.G, Participation Requirements, Response Format, and Evaluation, and ITN Requirements document. Cost worksheets shall be submitted with the Bidder's Final Response in a separately sealed envelope.

**EXHIBIT S - INTENT TO BID**

Department of Housing and Community Development (HCD)  
 Statewide Technology Procurement  
 P. O. BOX 1810, MS Y12  
 Rancho Cordova, CA 95741  
 Phone: 916-431-3630  
 E-mail address: gabe.nielsen@state.ca.gov

We: (select one)

- Intend to submit a bid and has no problem with the solicitation requirements.
- Intend to submit a bid, but have one or more problem(s) with the requirements. Use the applicable form(s) to document your concerns on Exhibit L, Template for Question Submittal or on Exhibit M, Template for Request for Changes submittal, by the due dates specified in Section F, Key Action Dates, of the ITN Solicitation document.
- Does **not** intend to submit a bid and have one or more problem(s) with the solicitation requirements. Please document your concerns and reasons in the comments section below.

The individual to whom all information regarding this solicitation shall be transmitted is:

Name:			
Address:			
City, State and ZIP Code:			
Telephone:		FAX:	
E-Mail:			

Sincerely,

Name (Signature)	Name and Title	Email
Company	Telephone	Fax

Comments:

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## HCD OOR ITN System Requirements Workbook

This workbook needs to be completed by the Vendor and submitted as part of their ITN response.

### HCD OOR ITN System Requirements

The requirements are presented in the following columns.

#### Req #

The unique ID number associated with each requirement.

#### Requirements

Requirement description

### Vendor Response

The Vendor should complete all sections below, for the System Requirements.

#### Proposed Software Component(s)

Record which solution architecture component (or components), as identified in the Software Inventory, shall support the requirement.

#### Proposed Environment

Select the environment for the proposed solution from the drop down list.

#### Software Solution -Solution Type

Select the proposed Software Solution -Solution Type from the dropdown list.

#### Response Codes

Vendor will need to choose one, and only one, Response Code for all applicable requirements. Vendor must enter an "X" in the appropriate column; only one column may contain an "X" value per requirement.

#### Out of the Box - Definition

Select a "X" in this cell if requirement can be met in its baseline form without, minor or major configuration, customizations or additional software or processes of any kind. Requirement is met "out of the box."

#### Minor Configuration Required

Enter an "X" in this cell if the requirement represents functionality that can be achieved via standard configuration of an existing Vendor component or system. Examples of minor configuration is the flexibility to add fields, change field names, define drop down lists, add buttons, etc. (8 hours or less)

#### Major Configuration Required

Enter an "X" in this cell if the requirement represents functionality which must be achieved via additional Major Configuration of any component or system. The requirement can be met, but requires vendor staff who are skilled and knowledgeable of processes or, data structures, and systems integration. Major configuration is considered the more complex configuration changes using built-in user exits or programming language. (More than 8 hours)

#### Third Party Tools

Enter an "X" in this cell if the requirement represents functionality requires the implementation/integration of third party software

#### Cannot Be Met

The requirement cannot be met by the proposed solution.

#### Customization

Enter an "X" in this cell if the requirement can be met with code changes that create functionality that is not available through configuration.

Exhibit P - Bidder Requirement Spreadsheet  
 Owner Occupied Reconstruction System  
 Event Number: 2019-ITN-002,  
 BAFO 09/11/2019

Nbr	Requirement Type	Requirements	Bidder Response					100%	50%	35%	10%	0%	Maximum Available Points	Maximum Desirable Points
			Response Codes (See Instructions Tab for Definitions)					20	10	7	2	0		
			Exhibit Q Deliverables	SOW	Met (Y/N)	Proposed Software Component(s)	Host Environment	Software Solution Type	Out of the Box	Minor Configuration (8 hours or less)	Major Configuration (More than 8 Hours) or Third Party Tools	Customization		
1	Mandatory Scored	The System shall provide scalable data storage.	3.1	8.0 pg 3								20		
2	Mandatory Scored	The System shall provide real-time access to data.	3.1	17.0 pg 13								20		
3	Mandatory Scored	The System shall import and export data files in a non-proprietary industry standard format such as ASCII, CSV, XML, or JSON.	2.3	8.1, pg 3								20		
4	Desirable Scored	The System shall provide and accept legally binding electronic signature.	n/a	n/a								20	100	
5	Mandatory Scored	The System Shall comply with all California and Federal accessibility standards set by laws and regulations, including but not limited to Sections 504 and 508 of the Rehabilitation Act and W3C Web Content Accessibility Guidelines.	3.1	Appg B, 14, pg 12								20		
6	Mandatory Scored	The System must implement configurable designated hard stops on actions such as reimbursement, submitting incomplete information, or making unauthorized changes to System data.	2.1	n/a								20		
7	Mandatory Scored	The System shall allow authorized users to set parameters to lock and unlock awards, activities, projects and contracts.	1.3, 1.4, 2.1	8.0 pg 3								20		
8	Mandatory Scored	The System shall allow users to create and update contract boiler plate templates for individual grants.	1.3, 1.4, 2.1	8.0 pg 3								20		
9	Mandatory Scored	The System shall allow users to have multiple party agreements.	3.1	8.0 pg 3								20		
10	Mandatory Scored	The System shall allow users to create forms, input screens, fields with business rules and conditional formatting without contractor assistance.	1.3, 1.4, 2.1	8.0 pg 3								20		
11	Mandatory Scored	The System shall allow users to populate and track milestones and special conditions from Applicant inputs, construction scope of work, and program parameters.	3.1	8.0 pg 3								20		
12	Mandatory Scored	The System shall have the ability to remind program operators and applicant/subgrantee of milestones and/or activities that are due.	3.1	8.0 pg 3								20		
13	Desirable Scored	The System should allow staff to develop and administer a participant survey, quantify, rank/tier survey responses.	2.4	8.0 pg3; attachment 4								20	100	
14	Mandatory Scored	The System shall allow staff to invite survey respondents to submit a full application, keep running balances on total applications received in each rank/tier, and waitlist any overflow of applicants.	2.4	8.0 pg 3								20		
15	Mandatory Scored	The System shall communicate application and project management status to sub applicant/subgrantee through project lifecycle.	3.1	8.0 pg 3								20		
16	Mandatory Scored	The System shall allow users to enter activity status reports and progress into the System.	3.1	8.0 pg 3								20		
17	Mandatory Scored	The System shall have assignable Workflow Management.	3.1	8.0 pg 3								20		

Exhibit P - Bidder Requirement Spreadsheet  
 Owner Occupied Reconstruction System  
 Event Number: 2019-ITN-002,  
 BAFO 09/11/2019

Nbr	Requirement Type	Requirements	Bidder Response					100%	50%	35%	10%	0%	Maximum Available Points	Maximum Desirable Points
			Traceability					Response Codes (See Instructions Tab for Definitions)						
			Exhibit Q Deliverables	SOW	Met (Y/N)	Proposed Software Component(s)	Host Environment	Software Solution Type	20 Out of the Box	10 Minor Configuration (8 hours or less)	7 Major Configuration (More than 8 Hours) or Third Party Tools	2 Customization		
18	Mandatory Scored	The System shall link Encumbrances and Disencumbrances to the parent Service Location (aka HUD grant year) and to HCD's financial tracking for grant awards.	3.1	8.0 pg 3								20		
19	Mandatory Scored	The System shall be able to track funds to the Department's grant management system through direct connection or, at a minimum, flat file transfer. The data shared with the grant management system must include, but is not limited to, accomplishment and demographic data aggregation, national objective completions, and reconcilable reports for Accounts Payable, including but not limited to State Operations and Local Assistance and repayments to HUD.	3.1	8.0 pg 3								20		
21	Mandatory Scored	The System shall reconcile the award(s) for a real-time balance after an encumbrance and/or disencumbrance.	3.1	8.0 pg 3								20		
22	Mandatory Scored	The System shall allow users to receipt, track, and reconcile other designated funds.	3.1	8.0 pg 3								20		
23	Mandatory Scored	The System shall have the ability to post, track, and reconcile real property inventory	3.1	8.0 pg 3								20		
24	Mandatory Scored	The System shall produce financial reports.	3.1	8.0 pg 3								20		
25	Mandatory Scored	The System shall allow users to retrieve and re-use application and project information for various fields from one stage to the next (e.g., application to work plan) or from one application period to the next.	3.1	8.0 pg 3								20		
26	Mandatory Scored	The System shall allow users to customize look/feel of forms to match look/feel of HCD branding.	3.1	8.0 pg 3								20		
27	Mandatory Scored	The System shall link activities together, to the grant, to the applicable grant agreement, to current and past projects, and to relationships on current and past projects.	3.1	8.1 pg 3&4								20		
28	Mandatory Scored	The System shall allow users to enter or update project accomplishments and metrics.	3.1	18.0 pg 13								20		
29	Mandatory Scored	The System shall be fully compliant with the security standards set in the California State Administration Manual section 5300, the California Privacy Act, National Institute of Standards and Technology, and Personally Identifiable Information (PII) privacy protocols.	3.1	8.0 pg 3								20		
30	Mandatory Scored	The System shall notify users on the landing page if the system is down.	2.4	n/a								20		
31	Desirable Scored	The System shall integrate with MS Outlook for emails, notifications, calendar events and reminders.	n/a	n/a								20	100	
32	Desirable Scored	The System shall have mobile application capabilities.	n/a	n/a								20	100	



Exhibit P - Bidder Requirement Spreadsheet  
 Owner Occupied Reconstruction System  
 Event Number: 2019-ITN-002,  
 BAFO 09/11/2019

Nbr	Requirement Type	Requirements	Bidder Response				100%	50%	35%	10%	0%	Maximum Available Points	Maximum Desirable Points	
			Response Codes (See Instructions Tab for Definitions)					20	10	7	2			0
			Exhibit Q Deliverables	SOW	Met (Y/N)	Proposed Software Component(s)	Host Environment	Software Solution Type	Out of the Box	Minor Configuration (8 hours or less)	Major Configuration (More than 8 Hours) or Third Party Tools			Customization
33	Mandatory Scored	The System shall allow interface or flat file transfer with other current and future state information systems.	3.1	20.1, pg 14							20			
34	Mandatory Scored	The System shall have the capability to integrate with GIS.	2.3	20.1, pg 14							20			
35	Mandatory Scored	The System shall be hosted on the cloud.	n/a	9.0 pg 4; 20.0 p 14							20			
36	Mandatory Scored	The System shall allow documents to be uploaded and stored.	2.1	8.0 pg 3							20			
37	Mandatory Scored	The System shall have an external portal for applicants, subgrantees, subrecipients, and contractors.	2.4	3.0 pg 1							20			
38	Mandatory Scored	The System shall have configurable program parameters, dropdowns, etc., so each program can have its own program view.	2.1	8.0, 14.0							20			
39	Mandatory Scored	The System shall have an internal communication function between HCD staff, program operators, applicants, and sub-grantees.	1.2	n/a							20			
40	Mandatory Scored	The System shall have the ability to import and export files to transfer data to HCD's Grant Management Software and a future construction cost estimating system (Mapping of Cost estimating system will be done by vendor).	2.3	8.0 pg 3							20			
41	Mandatory Scored	The System shall allow users to copy text from other documents (e.g., Word, Excel) and paste into online forms.	3.1	8.0 pg 3							20			
42	Mandatory Scored	The System shall allow users to do basic text formatting within text fields (e.g., add bullets or numbering, font styles).	3.1	8.0 pg 3							20			
43	Mandatory Scored	The System shall automatically save to avoid loss of entered data on entry forms and ability to save incomplete submissions and return to them later.	3.1	8.0 pg 3							20			
44	Mandatory Scored	The System shall allow users to review and print their submitted information and attachments, check status, update or submit new information, etc.	3.1	8.0 pg 3							20			
45	Mandatory Scored	The System shall allow users to create/customize letter and email templates that mail-merge data from the System.	3.1	8.0 pg 3							20			
46	Mandatory Scored	The System shall have back-up and restore capabilities.	5.1	19.0, pg 14							20			
47	Mandatory Scored	The System shall identify possible duplicate records and perform error checking.	3.1	8.0 pg 3							20			
48	Mandatory Scored	The System shall allow hyperlinks in notifications.	3.1	8.0 pg 3							20			
49	Mandatory Scored	The System shall allow administrators to disable automatic email notifications at the event level.	n/a	n/a							20			
50	Mandatory Scored	The System shall have the capability to configure actions and timeframes for sending system generated notifications.	3.1	8.0 pg 3							20			
51	Mandatory Scored	The System shall allow users to create custom ad-hoc reports.	3.1	8.1, 20.2							20			

Exhibit P - Bidder Requirement Spreadsheet  
 Owner Occupied Reconstruction System  
 Event Number: 2019-ITN-002,  
 BAFO 09/11/2019

Nbr	Requirement Type	Requirements			Bidder Response						100%	50%	35%	10%	0%		
					Response Codes (See Instructions Tab for Definitions)												
					Traceability		Met (Y/N)	Proposed Software Component(s)	Host Environment	Software Solution Type							
Exhibit Q Deliverables	SOW	Out of the Box	Minor Configuration (8 hours or less)	Major Configuration (More than 8 Hours) or Third Party Tools	Customization	Not Compliant (Disqualified)					Maximum Available Points	Maximum Desirable Points					
52	Mandatory Scored	The System shall have the ability to select "hide when printing" for confidential personal data.	3.1		8.0 pg 3										20		
53	Mandatory Scored	The System shall provide protection against malicious code and other security risks in uploaded files.	2.1		18.0, pg 13										20		
54	Mandatory Scored	The System shall include mechanisms to prevent Internet bots from creating fake accounts and accessing the System.	2.1		18.0, pg 13										20		
55	Mandatory Scored	The System shall require users to access the system through use of a login and password and shall include Multi-Factor Authentication (MFA) for external system users in the implementation.	n/a		n/a										20		
56	Mandatory Scored	The System shall use secure LDAP Active Directory security for internal HCD system users.	n/a		n/a										20		
57	Mandatory Scored	The System shall allow HCD administrators to establish, activate, modify, transfer, disable and remove access accounts.	2.1, 4.1		26.0, pg18										20		
58	Mandatory Scored	The System shall encrypt all Personally Identifying Information (PII) data in the database.	3.1		8.0 pg 3										20		
59	Mandatory Scored	The System shall encrypt all data while in transit.	2.1		20.1 pg14										20		
60	Mandatory Scored	The System shall create reportable audit trails.	3.1		8 & 8.1, 20.2										20		
61	Mandatory Scored	The System shall provide role-based security and allow for identification of multiple roles including external users, internal HCD users, HCD power-users, and HCD administrators	2.1, 4.1		26.0, pg18										20		
62	Mandatory Scored	The System shall allow HCD administrators to create, assign, and update user roles and privileges	2.1, 4.1		26.0, pg18										20		
63	Mandatory Scored	The System shall be available via secure access.	2.1, 4.1		18.0, pg 13										20		
64	Mandatory Scored	The System shall allow for password self service reset (i.e., after lockout) for external users, after authentication of user by challenge response processes or equivalent.	2.1		n/a										20		
65	Mandatory Scored	The System shall enforce password security.	2.1		n/a										20		
66	Mandatory Scored	The System shall provide the capability to configure multi-level approval workflows based on defined roles, activities and sequence of activities.	2.1, 4.1		26.0, pg18										20		
67	Mandatory Scored	The System shall provide segregation of duties w/ role-based permissions that is managed by HCD and program administrators.	2.1, 4.1		26.0, pg18										20		
68	Mandatory Scored	The System shall prevent any modifications to an applicant submission unless allowed by an authorized user.	2.1, 4.1		26.0, pg18										20		

Exhibit P - Bidder Requirement Spreadsheet  
 Owner Occupied Reconstruction System  
 Event Number: 2019-ITN-002,  
 BAFO 09/11/2019

Nbr	Requirement Type	Requirements			Bidder Response				100%	50%	35%	10%	0%	Maximum Available Points	Maximum Desirable Points
			Exhibit Q Deliverables	SOW	Met (Y/N)	Proposed Software Component(s)	Host Environment	Software Solution Type	20	10	7	2	0		
Response Codes (See Instructions Tab for Definitions)															
Traceability					20	10	7	2	0						
					Out of the Box	Minor Configuration (8 hours or less)	Major Configuration (More than 8 Hours) or Third Party Tools	Customization	Not Compliant (Disqualified)						
69	Mandatory Scored	The system shall capture all construction cost estimate and scopes of work, import data from needed sources to calculate and document duplication of benefits data and calculate final grant amount	2.1	8.0 pg 3										20	
70	Mandatory Scored	The system shall manage direct assistance funds.	2.1	8.0 pg 3										20	
71	Mandatory Scored	The System shall have the option to add other grant and loan programs in the future.	2.1	8.0 pg 3										20	
72	Desirable Scored	The System shall include functionality to compliantly implement and carry out a homeowner reimbursement program	2.1	8.0 pg 3										20	100
73	Mandatory Scored (from SOW Section 19.0)	The System backups and restores shall be tested on a regular basis. Business Continuity - In case of a disaster business must resume within 24 hours.	2.1, 5.1	19 pg 14										20	
<b>Mandatory Optionals:</b>															
74	Mandatory Optional	The System data should be extractable by third party reporting tools like Power BI, Crystal reports or Oracle reports. Though COTS systems provide out of the box reporting capabilities, some reports may require access to multiple systems.	3.1	20.2 pg 14										20	
75	Mandatory Optional	The System shall have interface capabilities with FI\$Cal.	2.3.2	20.2 pg 14										20	
76	Mandatory Optional	The System shall have interface capabilities with DRGR.	2.3.2	20.2 pg 14										20	
77 (related to req.)	Mandatory Optional	The System shall allow interface with other current and future State information system.	2.4	20.1, pg 14										20	
78 (related to req. 40)	Mandatory Optional	The System shall interface HCD's Grant Management Software and a future construction cost estimating system (Mapping Cost estimating system will be done by vendor.)	2.3	8.0 pg 3, 20.0 pg 14										20	

HCD proposed milestones and the anticipated schedule for reaching these milestones are listed below. After the contract start date, the Contractor shall develop a final schedule based on the contract start date and the completion dates provided by the Contractor in Exhibit Q. The Contractor's final schedule will depend on Contractor's approach, staffing plan, and start date. The OOR portal must be implemented by October 18, 2019. Further, **all tasks, deliverables, and system requirements in this statement of work must be completed before December 20, 2019**, assuming contract execution between contractor and HCD is effective no later than September 13, 2019.

As stated, HCD's anticipated milestone completion dates are included below. **The Bidder must indicate their anticipated completion dates.** Bidder must include the completed Exhibit Q in the Bidder's Final Response.

**Owner Occupied Reconstruction (OOR) project deliverables: due dates and specifications**

Deliverable #	Deliverable Name	Deliverable Specifications, Location in the SOW and Corresponding Requirement	Estimated Contractor's Deliverable Completion Date
<b>1.0 Analysis Milestones</b>			
1.1	Kickoff Meeting	Kickoff Agenda (within 2 weeks of contract execution). The following contractor staff will be required to be on site for the duration of this phase: Executive Sponsor and Project Manager	
1.2	Project Implementation Plan (PIP)	Found in Section 11.0 of the SOW (within 4 weeks of contract execution). Req. # 39	
	Decision Log		
	Change Control Log		
	Change Control Plan		
	Defects, Risks, and Issues Log		
	Project Schedule		
	Communication Plan		
1.3	Validated Requirements Report	Validate understanding of requirements found in Section 14.0 subsection 3 of the SOW. Key contractor staffing will be required to be on site for the duration of this phase. The following contractor staff will be required to be on site for the duration of this phase: Project Manager, OOR SME's, Lead Tester. Req. #7, 8 and 10.	
1.4	Gap Analysis Results	Identify gaps between requirements and out of the box functionality found in Section 14.0 subsection 3 of the SOW. Req. #7, 8 and 10	
<b>2.0 Project Design and Configuration Milestones</b>			
2.1	Configuration Plan (Final Needs-Based Design Plan)	Identifies the process and schedule by which the gaps identified in the Gap Analysis will be configured in the system, as found in Section 14.0 subsection 3 of the SOW. Req.#,6, 7, 8, 10, 36, 38, 53, 54, 57, 59, 61-69, 71 and 72.	
2.2	Data Dictionary	The contractor will provide data mapping, a data dictionary, and a governance structure to facilitate HCD data retrieval (this will be an on-going deliverable throughout the life of the contract). See section 14.0 subsection 3.a of the SOW. There will be some on site work.	
2.3	Interface Design Plan - Flat File Transfer	Approach to effectively develop system interface capabilities with the new Grants Management System and DRGR using flat file transfer. Req.#3, 34, 40 and 78.	
2.3.1	Interface Design Plan - API	Approach to effectively develop system interface capabilities with the new Grants Management System and DRGR using a direct API. Req# 78	

Deliverable #	Deliverable Name	Deliverable Specifications, Location in the SOW and Corresponding Requirement	Estimated Contractor's Deliverable Completion Date
2.3.2	Interface Design Plan - API (Fi\$Cal)	Approach to effectively develop system interface capabilities with Fi\$Cal using a direct API. Req. #75 and 76.	
2.4	Portal design & implementation	The end user internet portal for RecoverCa.org will be designed with HCD's Communication team and implemented. The portal must be ADA compliant. There will be some on site work. (Implementation deadline). Req. #13, 14, 30, 37, 63 and 77.	
<b>3.0 System Test Milestones</b>			
3.1	Quality Assurance Plan (QAP)	Found in Section 14.4 of the SOW. Req. #2, 5, 9, 11, 12, 15-19, 21-29, 33, 41-47, 48, 50-52, 58, 60, 69, 70, and 74.	
	System Test Plan		
	Test Scripts		
	Requirements Traceability Matrix (RTM)	Must trace all requirements in Exhibit P.	
3.2	Test Environment Established	Found in Section 23.0 of the SOW	
3.3	Test Results	Found in Section 23.0 of the SOW	
3.4	User Acceptance Testing Completion Report	Report of all user acceptance test results and documentation that issues identified during user acceptance testing have been resolved. Found in Section 23.0 & 23.1 of the SOW. The Contractor must conduct user acceptance testing sessions on-site.	
<b>4.0 Training Milestones</b>			
4.1	Training Plan	Train users based upon roles. Training done on site. Found in Section 26.0 of the SOW	
	3 System Admins		
	5 Super Users		
	HCD End User Training Sessions (up to 15 Staff)		
	Training Webinars/Videos for External users / applicants (2)		
	Training Schedule		
4.2	Training Evaluation and Attendance Report	Should document training effectiveness and attendance by end users	

Deliverable #	Deliverable Name	Deliverable Specifications, Location in the SOW and Corresponding Requirement	Estimated Contractor's Deliverable Completion Date
4.3	Training Materials and User Manual	Materials and methods to be identified and specified in the Training Plan	
<b>5.0 System Implementation Milestones</b>			
5.1	System Disaster Recovery Plan	Found in Section 19.0 of the SOW. Req. # 46 and 73	
5.2	Completed RTM	Contractor shall provide an RTM (Requirements Traceability Matrix) with all requirements (regardless of completion status) included in this SOW traced to successfully executed test scripts.	
5.3	Final Readiness Assessment	Document criteria showing that system is ready to go-live and identifies any outstanding risks and potential mitigations	
5.4	Rollout Survey	Production Go-Live of Survey. Survey must be ADA compliant.	
5.5	Rollout to Production Environment	Production Go-Live for remaining system	
5.6	Full System Acceptance	Found in Section 23.2 of the SOW.	
<b>6.0 Closeout Milestones</b>			
6.1	Project Closeout Checklist	Includes documentation checklist and clearly identifies that all project milestones and requirements have been met	
6.2	Training	This includes any yet to be completed training pursuant to the HCD approved training plan from section 4.0 above. Any changes to the system since the approval of the initial training plan needs to be included in the final training plan.	
6.3	Final RTM	Contractor shall provide a final RTM with all completed requirements included in this SOW traced to successfully executed test scripts.	
6.4	Final Project Summary Report	Summary of project changes, changes to milestones and requirements, and any future to-be-met requirements	
6.5	Maintenance and Operations Plan	Found in Section 27.0, 27.1 and 29.0 of the SOW. The Plan should include roles and responsibilities for the contractor and HCD.	
6.6	Data Dictionary	The contractor will provide an updated data mapping and a data dictionary to facilitate HCD data retrieval (this will be an on-going deliverable throughout the life of the contract - see M&O Plan in Section 27.1 of the SOW).	

## EXHIBIT R: COST WORKSHEETS

### Instructions:

The Cost Worksheets list all costs required to implement, maintain and operate OOR. Bidders are required to complete the following Cost Worksheets in Exhibit R as specified in solicitation Section Phase 3, Cost. If there are no costs for the deliverable indicated on the worksheets, Bidder must indicate the cost as a zero (\$0). Incomplete Cost Worksheets may cause the bid to be deemed non-responsive.

Bidder to enter data into only the yellow highlighted cells of each cost worksheet. Modifying any other cells in any of the worksheets may cause the bid to be deemed non-responsive.

- Cost Worksheet # 1, Table R.1.1 – Summary of Cost Worksheets 2-5 and Evaluation Grand Total

*This Summary Worksheet Table R.1.1 is self populating from the totals of the Cost Work sheets (2-5) and does not require input from the Bidder.*

- Cost Worksheet #2, Table R.2.1 – (M) Mandatory Implementation Tasks and Deliverables for OOR
- Cost Worksheet #3, Table R.3.1 – (M) Mandatory Maintenance and Operations Base Contract
- Cost Worksheet #4, Table R.4.1 – (M) Mandatory SAAS Licenses - Base Contract
- Cost Worksheet #5, Table R.5.1 – (M) Unanticipated Tasks Hourly Labor Rates  
Table R.5.2 – Unanticipated Tasks Budget
- Cost Worksheet #6, Table R.6.1 - Cost Assumptions
- Cost Worksheet #7, Table R.7.1 - Mandatory Optional

<b>Bidder Name:</b>		<b>0</b>
<b>Cost Worksheet # 1 - Summary of Cost Worksheets Totals 2-5 and Evaluation Grand Total</b>		
<b>Table R.1.1: Summary of Cost Worksheets</b>		
<b>Base Contract Period (Three Years) Costs</b>		
Cost Worksheet #2, Table R.2.1 - One time Implementation Task and Deliverable	\$	-
Cost Worksheet #3 Table R.3.1 - Maintenance and Operations	\$	-
Cost Worksheet #4 Table R.4.1 - SAAS License Base contract	\$	-
Cost Worksheet #5, Table R.5.2 - Unanticipated Tasks Budget	\$	-
<b>Base Contract Period (Three Years) Costs Total:</b>	<b>\$</b>	<b>-</b>
<b>Mandatory Optional Costs</b>		
Cost Worksheet #7, Table R.7.1 - Mandatory Optional Requirements Total	\$	-
<b>Optional Extension Years (Six Years) Costs</b>		
Cost Worksheet #3, Table R.3.2 - Optional Extensions - Maintenance and Operations	\$	-
Cost Worksheet #4, Table R.4.1 - SAAS License Evaluation	\$	-
<b>Optional Extension Years (Six Years) Costs Total:</b>	<b>\$</b>	<b>-</b>
<b>Unanticipated Task Hourly Rates</b>		
Cost Worksheet #5, Table R.5.1 - Hourly Labor Rate Evaluation Total	\$	-
<b>EVALUATION GRAND TOTAL:</b>		
<b>(A+B+C+D=E)</b>	<b>\$</b>	<b>-</b>



**EXHIBIT R: COST WORKSHEETS**

**Bidder Name:**

**Cost Worksheet # 2 - Mandatory Implementation Tasks and Deliverables**

Cost Table R.2.1 identifies the Bidder's cost for each deliverable. The Percentages of Implementation Total Columns indicate the maximum allowed percentage of the Bidder's Cost Total that can be allotted for each Task Sub-Total--Task #1 though Task #6. Bidder's total costs for each Task Sub-Total may be within +/- .50% of Percentages of Implementation Total Columns for each Sub-Total.

Table R.2.1:		Mandatory	
(A) #	(B) Project Tasks and Deliverables Names	(C) Deliverable Cost	(D) Percentages of Implementation Total
<b>Task 1.0 Analysis Deliverables</b>			
1.1	Kickoff Meeting		5.00%
1.2	Project Implementation Plan (PIP)		
	Decision Log		
	Change Control Log		
	Change Control Plan		
	Defects, Risks, and Issues Log		
	Project Schedule		
	Communication Plan		
1.3	Validated Requirements Report		
1.4	Gap Analysis Results		
<b>Task 1.0 - Sub-Total:</b>		\$ -	#DIV/0!
<b>Task 2.0 - Project Design and Configuration Deliverables</b>			
2.1	Configuration Plan		5.00%
2.2	Data Dictionary		
2.3	Interface Design Plan-Flat File Transfer		
2.4	Portal design & Implementation		

Table R.2.1:		Mandatory	
(A) #	(B) Project Tasks and Deliverables Names	(C) Deliverable Cost	(D) Percentages of Implementation Total
<b>Task 2.0 - Sub-Total:</b>		\$ -	#DIV/0!
<b>Task 3.0 - System Test Deliverables</b>			
3.1	Quality Assurance Plan (QAP)		25.00%
	System Test Plan		
	Test Scripts		
	Requirements Traceability Matrix (RTM)		
3.2	Test Environment Established		
3.3	Test Results		
3.4	User Acceptance Testing Completion Report		
<b>Task 3.0 - Sub-Total:</b>		\$ -	#DIV/0!
<b>Task 4.0 – Training Deliverables</b>			
4.1	Training Plan		15.00%
	3 System Admins		
	5 Super Users		
	HCD Staff Training Sessions (up to 15 Staff)		
	Training Webinars/Videos for External users / applicants (2)		
	Training Schedule		
4.2	Training Evaluation and Attendance Report		
4.3	Training Materials and User Manual		
<b>Task 4.0 – Sub-Total:</b>		\$ -	#DIV/0!
<b>Task 5.0 – System Implementation Deliverables</b>			
5.1	System Disaster Recovery Plan		40.00%
5.2	Completed RTM		

Table R.2.1:		Mandatory	
(A) #	(B) Project Tasks and Deliverables Names	(C) Deliverable Cost	(D) Percentages of Implementation Total
5.3	Final Readiness Assessment		
5.4	Rollout Survey		
5.5	Rollout to Production Environment		
5.6	Full System Acceptance		
<b>Task 5 - Sub-Total:</b>		\$ -	#DIV/0!
<b>Task 6 .0- Closeout Deliverables</b>			
6.1	Project Closeout Checklist		10.00%
6.2	Training		
6.3	Final RTM		
6.4	Final Project Summary Report		
6.5	Maintenance and Operations Plan		
6.6	Data Dictionary		
<b>Task 6 .0- Sub-Total:</b>		\$ -	#DIV/0!
<b>Base Contract Deliverables (Tasks 1-6) Cost Total:</b>		\$ -	#DIV/0!

**EXHIBIT R: COST WORKSHEETS**

**Cost Worksheet #3 - Maintenance & Operation Optional Years**

**Bidder Name:** 0

OOB Base Contract Term - Maintenance and Operations Support:

Maintenance and Operation Services performed during this Base Contract Period will be paid at a set monthly rate after full system acceptance. The Bidder shall submit a monthly rate in Table R.3.1 in the yellow highlighted cell. The monthly rate will be multiplied by 30 months to determine the Base Contract Term Evaluation Total

Table R.3.1: Maintenance & Operations Base Contract Term			
Base Contract			
Maintenance and Operations Services	(A) Monthly M&O Rate	(B) @ 30 mos.	(C) Evaluation Total (AxB=C)
Section 27.0		30	\$ -
<b>Total Maintenance &amp; Operation</b>			

OOB Optional Extension - Maintenance and Operations Support - The optional year extensions, if exercised by the state, shall extend the initial contract for a maximum of six (6), one (1) year extensions for on-going support. Services performed during this optional year period will be paid at a set monthly rate. The Bidder shall submit a monthly rate for each optional year below in the yellow highlighted cells. Each monthly rate will be multiplied by 12 months and summed together for Table R.3.2 and Mandatory Optional Table R.3.3.

Table R.3.2 Maintenance & Operations for Optional Six Years													
Maintenance and Operations Services	Optional Year 1		Optional Year 2		Optional Year 3		Optional Year 4		Optional Year 5		Optional Year 6		(M) Evaluation Total (B+D+F+H+J+L=M)
	(A) Monthly M&O Rate	(B) Extended Rate @ 12 mos.	(C) Monthly M&O Rate	(D) Extended Rate @ 12 mos.	(E) Monthly M&O Rate	(F) Extended Rate @ 12 mos.	(G) Monthly M&O Rate	(H) Extended Rate @ 12 mos.	(I) Monthly M&O Rate	(J) Extended Rate @ 12 mos.	(K) Monthly M&O Rate	(L) Extended Rate @ 12 mos.	
Maintenance and Operations services, Section 27.1		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -

**EXHIBIT R: COST WORKSHEETS**

Bidders must select "Frequency" and enter cost data based on frequency type into "Unit Cost" cell of this Cost Worksheet.

<b>Cost Worksheet #4 - SAAS License</b>							
<b>Exhibit R.4 SAAS LICENSING COST</b>							
<b>Bidder Name:</b>		0					
Table R.4.1: SAAS LICENSING COST - Base Contract (3-Years) Term							
SAAS LICENSE*	License Type	Purpose	Frequency	Qty.	Unit Cost	Base Contract Extended Cost	All Optional Years (6) Cost For Evaluation Purposes Only
OOB SAAS LICENSE*	Unlimited**	OOB SaaS Solution		1.0		\$0	\$0
<b>SAAS LICENSES COST TOTAL</b>						<b>\$ -</b>	<b>\$ -</b>

\* The State will pay the initial SaaS Statewide License only after Full System Acceptance (FSA) as identified in Section 23.2, FSA

\*\* Unlimited License - A SaaS license for the OOB solution that is issued to the State allowing unlimited use by OOB State Government Internal Users and External Users.

**EXHIBIT R: COST WORKSHEETS**

**Cost Worksheet # 5 – Unanticipated Tasks**

**Bidder Name:** 0

**Unanticipated Tasks for Contract Term**

The State expects that during the contract period, legislative and/or program changes may necessitate configuration changes. Configuration change support will result in unanticipated work and be structured based on the bidder labor costs for consulting services that will be used to support configuration change requests, modifications and enhancements. Unanticipated work is additional work that must be performed, but was not identified in the State's solicitation document.

Both the State and the Contractor must agree upon the work that needs to be performed which will result in unanticipated costs through the Work Authorization and/or the Deliverables Expectation processes outlined in the SOW. No work can be performed in advance of State's approval of the Work Authorization and/or the Deliverable Expectation forms.

The Bidder must complete the unanticipated hourly rate for the required staff classifications below (yellow cells) for their bid to be considered responsive. During the course of the Contract, the Contractor may use other classifications to perform the work; however, the unanticipated task rate charged will be at the lowest classification rate provided in the Contractor's Labor Rates and Classifications Table R.5.1 below.

**Table R.5.1 Unanticipated Tasks Hourly Labor Rates**

Unanticipated Task Labor Rates and Classifications				
Line #	Classification	Hourly Labor Rate (Total Contract Term)	Estimated # hours for Evaluation Purposes only	Evaluation Total
1	Project Manager		20	\$0.00
2	Business Analyst		60	\$0.00
3	Tester		40	\$0.00
4	Application Programmer		60	\$0.00
5	Database Administrator		30	\$0.00
<b>Unanticipated Tasks' Labor Rates Evaluation Total</b>				<b>\$0.00</b>

The Unanticipated Tasks Budget is a maximum 10 percent (%) of R.2.1 Cost Worksheet # 2 (Total M) - Implementation Tasks and Deliverables Total. This total will be included in the awarded contract.

**Table R.5.2 Unanticipated Tasks Budget**

Unanticipated Tasks Budget	
Unanticipated Tasks Budget is 10% of Cost Worksheet # 2 - Table R.2.1, Implementation Tasks and Deliverables Total. This cell is pre-calculated and not to be modified.	\$ -

**EXHIBIT R: COST WORKSHEETS**

**Worksheet #6 - Cost Assumptions**

Instructions: To assist the State in understanding how the bidder has derived their cost, indicate the estimated total number of staff hours associated with each cost in the Deliverable task list, the maintenance and operations, and the SAAS License. Note that for tasks 1.2, 3.1, and 4.1 the hours will roll-up to mirror cost roll-up. In addition, explain the task assumptions for each cost in the task list. Assumptions should identify any additional resources, staff, processes, Bidder's interpretation of State expectations/requirements and other cost drivers that support the per task costs. **BIDDER MUST PROVIDE THIS INFORMATION FOR THEIR BID TO BE CONSIDER RESPONSIVE.**

The assumptions and estimated hours will not modify OOR deliverables, requirements, contract scope, Statement of Work or provide for the Contractor to charge additional cost from the costs provided in the Bidder's Exhibit R Cost worksheet.

Table R.6:				
(A) #	(B) Project Tasks and Deliverables Names	Cost	Staff Hours (Total)	Task Assumptions (for instance: cost drivers, resources, number of interations and reviews/approvals, additional staff, unclear State expectations/requirements, other cost drivers, etc.)
<b>Task 1.0 Analysis Deliverables</b>				
1.1	Kickoff Meeting	\$ -		
1.2	Project Implementation Plan (PIP)	\$ -	0	
	Decision Log	\$ -		
	Change Control Log	\$ -		
	Change Control Plan	\$ -		
	Defects, Risks, and Issues Log	\$ -		
	Project Schedule	\$ -		
	Communication Plan	\$ -		
1.3	Validated Requirements Report	\$ -		
1.4	Gap Analysis Results	\$ -		
<b>Task 1.0 - Sub-Total:</b>		\$ -	0	
<b>Task 2.0 - Project Design and Configuration Deliverables</b>				
2.1	Configuration Plan	\$ -		
2.2	Data Dictionary	\$ -		
2.3	Interface Design Plan(s)-Flat File Transfer	\$ -		
2.4	Portal design	\$ -		
<b>Task 2.0 - Sub-Total:</b>		\$ -	0	

<b>Table R.6:</b>				
<b>(A) #</b>	<b>(B) Project Tasks and Deliverables Names</b>	<b>Cost</b>	<b>Staff Hours (Total)</b>	<b>Task Assumptions (for instance: cost drivers, resources, number of interations and reviews/approvals, additional staff, unclear State expectations/requirements, other cost drivers, etc.)</b>
<b>Task 3.0 - System Test Deliverables</b>				
3.1	Quality Assurance Plan (QAP)	\$ -	0	
	System Test Plan	\$ -		
	Test Scripts	\$ -		
	Requirements Traceability Matrix (RTM)	\$ -		
3.2	Test Environment Established	\$ -		
3.3	Test Results	\$ -		
3.4	User Acceptance Testing Completion Report	\$ -		
<b>Task 3.0 - Sub-Total:</b>		\$ -	0	
<b>Task 4.0 – Training Deliverables</b>				
4.1	Training Plan	\$ -	0	
	3 System Admins	\$ -		
	5 Super Users	\$ -		
	HCD Staff Training Sessions (up to 15 Staff)	\$ -		
	Training Webinars/Videos for External users / applicants (2)	\$ -		
	Training Schedule	\$ -		
4.2	Training Evaluation and Attendance Report	\$ -		
4.3	Training Materials and User Manual	\$ -		
<b>Task 4.0 – Sub-Total:</b>		\$ -	0	



<b>Table R.6:</b>				
<b>(A) #</b>	<b>(B) Project Tasks and Deliverables Names</b>	<b>Cost</b>	<b>Staff Hours (Total)</b>	<b>Task Assumptions (for instance: cost drivers, resources, number of interactions and reviews/approvals, additional staff, unclear State expectations/requirements, other cost drivers, etc.)</b>
<b>Task 5 .0 – System Implementation Deliverables</b>				
5.1	System Disaster Recovery Plan	\$ -		
5.2	Completed RTM	\$ -		
5.3	Final Readiness Assessment	\$ -		
5.4	Rollout Survey	\$ -		
5.5	Rollout to Production Environment	\$ -		
5.6	Full System Acceptance	\$ -		
<b>Task 5 - Sub-Total:</b>		\$ -	0	
<b>Task 6 .0– Closeout Deliverables</b>				
6.1	Project Closeout Checklist	\$ -		
6.2	Training	\$ -		
6.3	Final RTM	\$ -		
6.4	Final Project Summary Report	\$ -		
6.5	Maintenance and Operations Plan	\$ -		
6.6	Data Dictionary	\$ -		
<b>Task 6 .0- Sub-Total:</b>		\$ -	0	
<b>Maintenance and Operations</b>		<b>Cost</b>	<b>Staff Hours (Total)</b>	<b>Task Assumptions (for instance: number of drafts, multiple reviews,</b>
<b>3 - Maintenance &amp; Operation Extensions</b>				
Section 20.0	Maintenance and Operations Services	\$ -		
<b>SAAS License</b>		<b>Cost</b>	<b>Staff Hours (Total)</b>	<b>Task Assumptions (for instance: number of drafts, multiple reviews,</b>
<b>4 - SAAS License</b>				
SAAS License	One-time	\$0		

**EXHIBIT R: COST WORKSHEETS**

**Worksheet #7 - Mandatory Optional Requirement**

Instructions: Provide cost for each Mandatory Optional Requirement and indicate the estimated total number of staff hours, and explain the task assumptions for each requirement cost.

Assumptions should identify Cost drivers, any additional resources, staff, processes, Bidder's interpretation of State expectations/requirements and other items that support the per task/requirement cost. **BIDDER MUST PROVIDE THIS INFORMATION FOR THEIR BID TO BE CONSIDER RESPONSIVE.**

The assumptions and estimated hours will not modify OOR deliverables, requirements, contract scope, Statement of Work or provide for the Contractor to charge additional cost from the costs provided in the Bidder's Exhibit R Cost worksheet.

Table R.7:

Item #	Require. #	Description	Total Cost	Estimated Hours (Total)	Task Assumptions (for instance: cost drivers, resources, number of iterations and reviews/approvals, additional staff, unclear State expectations /requirements, other cost drivers, etc.)
1	74	The System data should be extractable by third party reporting tools like Power BI, Crystal reports or Oracle reports. Though COTS systems provide out of the box reporting capabilities, some reports may require access to multiple systems. (From SOW 20.2)			
2	75	The System shall have interface capabilities with FISCAL.			
3	76	The System shall have interface capabilities with DRGR.			
4	77 (related to req. 33)	The System shall allow interface with other current and future State information system.			
5	78 (related to req. 40)	The System shall interface HCD's Grant Management Software and a future construction cost estimating system (Mapping Cost estimating system will be done by vendor.)			

**Mandatory Optional Requirements Cost Total:**

\$ -

<b>ITN Resource Links</b>
California Department of Technology (CDT) Cloud Service Provider List <a href="https://cdf.ca.gov/services/off-premises-cloud/">https://cdf.ca.gov/services/off-premises-cloud/</a>
SAM Information Security (Office of Information Security) 4983/4983.1 <a href="https://www.dgs.ca.gov/Resources/SAM/SAMTOC">https://www.dgs.ca.gov/Resources/SAM/SAMTOC</a>
Cloud First Policy (TL14-04) <a href="https://cdf.ca.gov/wp-content/uploads/2017/03/TL-14-04-Cloud-Computing-Policy.pdf">https://cdf.ca.gov/wp-content/uploads/2017/03/TL-14-04-Cloud-Computing-Policy.pdf</a>
SAM Information Security (Office of Information Security) 5300 <a href="https://www.dgs.ca.gov/Resources/SAM/SAMTOC">https://www.dgs.ca.gov/Resources/SAM/SAMTOC</a>
California State Administrative Manual (SAM) Sections 4819.2, 4841.3 and 5300 <a href="http://sam.dgs.ca.gov/TOC.aspx">http://sam.dgs.ca.gov/TOC.aspx</a>
NIST Special Publication 800-53, Security and Privacy Controls for Federal Information Systems and Organizations <a href="https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf">https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf</a>
FIPS PUB 199, Federal Information Processing Standards Publication <a href="https://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.199.pdf">https://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.199.pdf</a>
GAGAS Standards <a href="https://www.gao.gov/yellowbook/overview">https://www.gao.gov/yellowbook/overview</a>
The Robert T. Stafford Disaster Relief and Emergency Assistance Act <a href="https://www.hud.gov/sites/documents/43301c14HSGH.pdf">https://www.hud.gov/sites/documents/43301c14HSGH.pdf</a>
COSO Framework- The Committee of Sponsoring Organizations of the Treadway Commission <a href="https://www.coso.org/Documents/COSO-ICIF-11x17-Cube-Graphic.pdf">https://www.coso.org/Documents/COSO-ICIF-11x17-Cube-Graphic.pdf</a> <a href="https://www.coso.org/Pages/default.aspx">https://www.coso.org/Pages/default.aspx</a>
DRGR Data Upload Templates <a href="https://www.hudexchange.info/resource/3703/drgr-data-upload-templates/">https://www.hudexchange.info/resource/3703/drgr-data-upload-templates/</a>
Americans with Disabilities Act (ADA) Compliance <a href="https://www.ada.gov/">https://www.ada.gov/</a>
Section 504 of the Rehabilitation Act of 1973 <a href="https://www.govinfo.gov/content/pkg/USCODE-2016-title29/html/USCODE-2016-title29-chap16-subchapV-sec794.htm">https://www.govinfo.gov/content/pkg/USCODE-2016-title29/html/USCODE-2016-title29-chap16-subchapV-sec794.htm</a>
Section 508 - Accessibility of Electronic and Information Technology <a href="https://www.hud.gov/program_offices/cio/Section_508_At_HUD">https://www.hud.gov/program_offices/cio/Section_508_At_HUD</a>
California Project Management Framework (CA-PMF) <a href="http://www.capmf.cio.ca.gov/Templates.html">http://www.capmf.cio.ca.gov/Templates.html</a>
Fi\$Cal <a href="https://fiscal.ca.gov/">https://fiscal.ca.gov/</a>
CDBG DR Program <a href="http://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbg-dr.shtml">http://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbg-dr.shtml</a>

State New Cloud Computing Software as a Service (SaaS) General Provisions

[https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-  
Language/CLOUDCOMPUTING\\_SaaS\\_GPs-](https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/CLOUDCOMPUTING_SaaS_GPs-)

<ADA.ashx?la=en&hash=869011D092AC64A2BB464FECFD1C5BB83CB64456>

**ITN Glossary of Terms**

The following definitions shall apply to this solicitation:

Term	Acronym	Definition
Activity		The activities are the actual tasks that are performed by the program participants to implement program goals <u>AND</u> “Activity” means any single eligible undertaking carried out as part of an applicant's program under the state CDBG program. Please see the definitions in the Community Development Block Grant Program Guidelines for the California Department of Housing and Community Development. In IDIS, Activities are nested under project and are directly related to implementing the Annual Action Plan and Consolidated Plan.
Agency/State entity		Includes every state office, officer, department, division, bureau, board, and commission, including Constitutional Officers. “State entity” does not include the University of California, California State University, the State Compensation Insurance Fund, the Legislature, or the Legislative Data Center in the Legislative Counsel Bureau. Further, State entity does not include County or Local government offices/municipalities.
Award		The award is the funding associated with a specific allocation, whether it is from an annual entitlement, or as part of a special congressional appropriation. AKA: HUD Award
Boilerplate		The boilerplate is the standard language in contracts and agreements that establishes the universal terms of performance for both grantees and the state.
Community Development Block Grant	CDBG	CDBG is one of the longest running programs of HUD, it funds local community development activities with the stated goal of providing affordable housing, anti-poverty programs, and infrastructure development.

Term	Acronym	Definition
Community Development Block Grant-Disaster Recovery	CDBG-DR	HUD provides flexible grants to help cities, counties, and States recover from presidentially declared disasters, especially in low-income areas, subject to availability of supplemental appropriations.
Committee of Sponsoring Organizations	COSO	The Committee of Sponsoring Organizations was established in 1985 of the largest accounting, auditing, and finance oversight committees in the United States.
Configuration		An arrangement of elements in a particular form, figure, or combination which includes minor physical and/or software setting changes. These can be implemented without custom physical modifications or changes to the base code. Configuration may include installation.
Consolidated Award Performance Evaluation Report	CAPER	The CAPER is the year-end report that includes grant program accomplishments, financial close-out, and narrative describing program operation. It is submitted to HUD via the IDIS interface in September of each year.
Contract		A contract is a legally binding agreement including terms for performance and payment between two or more parties.
Disaster Recovery Grant Reporting System	DRGR	DRGR is the online reporting system for the CDBG-DR funding appropriated by Congress to respond to national disasters.
Duplication of Benefits	DOB	Duplication of Benefits; Occurs when a beneficiary receives assistance, the assistance is from multiple sources, and the assistance amount exceeds the need for a particular recovery purpose. Reference: <a href="https://files.hudexchange.info/resources/documents/CDBG-DR-Duplication-of-Benefits-Slides.pdf">https://files.hudexchange.info/resources/documents/CDBG-DR-Duplication-of-Benefits-Slides.pdf</a>
Executive Sponsor		The most senior executive in a organization (often at or just below board level) who is responsible for the ultimate business success of the project
Generally Accepted Accounting Principles	GAAP	Generally Accepted Accounting Principles refer to a common set of accepted accounting principles, standards, and procedures that companies and their accountants must follow when they compile their financial statements.

Term	Acronym	Definition
Grant Based Accounting		Under grant-based accounting funding/commitments and disbursements are made against specific user-defined grant years. Generally, this accounting practice will strengthen the linkage between an annual grant allocation and the actual expenditures of those funds, streamlining year-end reconciliation between IDIS and local financial systems. Reference: <a href="https://www.hudexchange.info/resources/documents/Transition-to-Grant-Based-Accounting.pdf">https://www.hudexchange.info/resources/documents/Transition-to-Grant-Based-Accounting.pdf</a>
Grantee		Grantee means a unit of general local government which has been awarded funds pursuant to this subchapter to carry out a program (directly or through the services of contractors or non-profits) and has signed a Standard Agreement.
Grantee/State/Department		These interchangeably mean the State, which is HUD's Grantee.
Hard Stop		A hard stop used in reference to this RFP means a mechanical or technical structure that limits continued actions or prevents additional actions. An example of a hard stop is a technical structure that prevents additional funds from being drawn after the budgeted maximum is reached.
Housing and Urban Development	HUD	United States Department of Housing and Urban Development, the federal agency that administers CDBG funds.
HUD Award		The award is the funding associated with a specific allocation, whether it is from an annual entitlement, or as part of a special congressional appropriation. AKA: Award
HUD Monitored		A CDBG or CDBG-DR funded owner-occupied rehabilitation or reconstruction program under CDBG activity code 14, has been monitored by HUD using CPD's most recent monitoring checklists under Chapter 4 and/or Chapter 6 found at: <a href="https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/6509.2">https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/6509.2</a> , and any system related findings have been resolved.
Integrated Disbursement & Information System	IDIS	IDIS is the online reporting and reimbursement tool where all HUD funded programs are managed (except CDBG-DR). IDIS has an Electronic Data Interchanges (EDI) map that allows other systems to interface and exchange information with IDIS.

Term	Acronym	Definition
Local Assistance		The net amount of the HUD allocation less administrative funds retained by the Department.
Notice of Funds Available	NOFA	The NOFA is the document used by the Department to announce that CDBG Funds are available, lists eligible applicants and activities, the parameters for applications to be submitted, and the specific criteria and schedules for how funds will be awarded according to specified criteria and schedules.
Other Designated Funds		Other designated funds are any funding sources identified by the grantee to be used in completing an activity. <u>OR</u> Other funds identified by HCD that will be used to supplement or adjust HUD awards, including but not limited to state general funds.
Over-the-Counter	OTC	Over-the-Counter; the process in a NOFA of applying for funds for specific businesses, infrastructure in support of businesses, multi-family housing rehabilitation, and public facilities or improvement projects, including those in support of housing that does not use a competitive rating and ranking process to determine awards. OTC awards are made based on project readiness and are typically offered first-come first-served for a set period or until funds run out.
Owner Occupied Reconstruction	OOR	This is a new program to HCD that offers direct assistance to disaster victims within California for reconstruction or reimbursements for their damaged residences.
Personally Identifiable Information	PII	Personally Identifiable Information; Defined in OMB M-07-16 as "...information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc." Reference: <a href="https://www.hud.gov/sites/documents/OHC_PII042815.PDF">https://www.hud.gov/sites/documents/OHC_PII042815.PDF</a>
Planning Process		The planning process is the process by which community priorities and goals are established and ranked and formally presented to HUD for approval. The plans derived from the planning process guide what projects and activities will be awarded funding.



Term	Acronym	Definition
Program Income	PI	The gross income earned by the grantee from grant and/or program income-funded activities as defined in 24 CFR 570.489(e). Program income includes both cash receipts received by the state and non-cash receipts for cash held at the local jurisdiction level but reported to the state.
Program Parameters		The program parameters are the regulatory boundaries that govern how a federally funded program must operate. These boundaries can be found in state and federal statutes and in the federal Code of Regulations and are generally restated in the program guidelines.
Project		<ol style="list-style-type: none"> <li>1. A capital improvement or similar activity at the local jurisdiction level that is approved via the OTC process.</li> <li>2. As used in IDIS, a project is a group of like activities that are used to track performance against community goals and priorities as identified in the Consolidated Plan and flow into its annual Action Plan, which is approved by HUD. IDIS projects link a grantee's three- to five-year Consolidated Plan with the work being carried out under their Action Plan for a given plan year.</li> </ol>
Quarterly Performance Report	QPR	This is a DR specific report that tracks both financial and beneficiary activity.
Rate and Rank		The process of evaluating competitive grant applications for program funding by set criteria, as well as a mix of objective and subjective metrics.
Readiness Evaluation		Readiness of the proposed activity as demonstrated by an activity implementation plan, local government approvals, design progress, and sufficient funding to complete the project as applicable. Readiness requires a proposed activity to meet objective thresholds established to identify which activities are most likely to be completed within the required time frames.
Recaptured Funds		Recaptured funds are grant funds that were paid out to the grantee for activities that were later deemed ineligible and where the funds must be repaid to the state or to HUD. Recaptured funds include cash repaid to HUD, cash receipted by the state, and non-cash receipts for funds recaptured and held at the local level but reported as recaptured to the state.

Term	Acronym	Definition
Reconcilable Reports		When referenced in requirements, this means the system will create reports that will allow staff to perform manual reconciliation with external systems.
Reconcile		When referenced in requirements, this means the system has a 'reconcile' function. The system will be configured to read stored data, perform a reconciliation calculation, and present the reconciliation results.
Revolving Loan Fund	RLF	This is where a jurisdiction has received Program Income (PI) and dedicates it to making low interest loans to either low income homeowners or businesses to help them purchase/rehab homes or add employees to grow the business. They are CDBG funded, but the funding never comes to or from the State; it is all within Program Income.
Standard Agreement		The contractual arrangement between the state and the grantee which sets forth the terms and conditions by which state CDBG funds are utilized. The standard agreement consists of boilerplate contract language that establishes universal program requirements and activity specific requirements identified through the grant application process.
State Operations		State operations include the program administration and management tasks completed by state staff and state resources required to operate the federal program. State operations are typically funded in part by administration allocations from the grant funds and must be tracked and reported to HUD according to set program requirements.
Subgrantee/subgrant/subrecipient		The State awards HUD funds to these entities from its HUD grant funds.
The Financial Information System for California	FI\$CAL	The Financial Information System for California; California's statewide accounting, budget, cash management and procurement IT system.
The Generally Accepted Government Auditing Standards	GAGAS	The Generally Accepted Government Auditing Standards, commonly referred to as the "Yellow Book", are produced in the United States by the Government Accountability Office (GAO). The standards apply to both financial and performance audits of government agencies.
The system		The proposed solution.

# Exhibit H

## Owner Occupied Reconstruction (OOR) System

2019-ITN-002

### GCR Inc. Final Response Matrix

Scoring Component	Phase Name				
	Phase 1 (Admin)	Phase 2 (Tech)	Phase 3 (Dem/ Cost)	BAFO 1	BAFO 2 (Revised)
<b>Administrative</b>					
Phase 1 Exhibits	Re- submitted in BAFO 1			X	
BAFO 1 Executive Summary				X	
BAFO 2 (Revised) Executive Summary					X
<b>Technical</b>					
Exhibit N.1 – Bidder Qualification Form		Re- submitted in BAFO 1		X	
Exhibit N.2– Bidder Reference Form		Re- submitted in BAFO 1		x	
Exhibit O: Narrative Responses					X
Exhibit P Vendor Requirements Response Spreadsheet COTS Rating					X
Exhibit Q: Vendor Deliverables Table					X
<b>Cost</b>					
Exhibit R: Cost Worksheet					X

# **Exhibit H: GCR Inc. Bid Response**

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# **BAFO 1 Administrative Exhibits**

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**JULY 25, 2019**

**COMMUNITY PLANNING & RESILIENCE PROPOS**

**RESPONSE TO:**

**INVITATION TO NEGOTIATE (ITN) FOR  
OWNER OCCUPIED RECONSTRUCTION (OOR) SYSTEM  
SOLICITATION NO.: 2019-ITN-002**

*State of California  
Department of Housing and Community Development (HCD)*

**PHASE 1**

SUBMITTED BY

**gcr**

GCRINCORPORATED.COM





July 24, 2019

Mr. Gabe Nielsen  
California Department of Technology  
Statewide Technology Procurement  
10860 Gold Center Drive  
Rancho Cordova, Ca 95608

Dear Mr. Nielson:

GCR Inc. (GCR) submits this cover letter and Exhibits A through K as required in Phase 1 of the Invitation to Negotiate (ITN) 2019-ITN-002 for Owner Occupied Reconstruction (OOR) System.

Per the requirements of the ITN, GCR submits the following:

**Authorized Signer:**

Angele C. Romig, Divisional Chief Executive Officer  
GCR Inc.  
[aromig@qcrinc.com](mailto:aromig@qcrinc.com)  
(504) 304-2500

As the Bidder, GCR affirms the following:

1. That the Bidder is in compliance with and meets the minimum qualifications identified in their response.
2. The Bidder agrees to the terms and conditions of this solicitation and accepts responsibility as the prime Contractor if awarded the Contract resulting from this solicitation.
3. That the Bidder agrees to the Terms and Conditions (T's & C's) of this Invitation to Negotiate (ITN):  
[http://www.documents.dgs.ca.gov/pd/poliproc/qspd401it14\\_0905.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/qspd401it14_0905.pdf)
4. That the Bidder agrees to the Cloud Special Provisions for Software as a Service of this ITN: [Cloud Computing Special Provisions for Software as a Service \(SaaS\)](#)
5. That the Bidder agrees to the State Cloud Computing Software as a Service (SaaS) General Provisions: [Cloud Computing-Software as a Service \(SaaS\)-General Provisions](#).
6. All Bidder proposed personnel will have legal authority to work in the United States during the term of the entire agreement.
7. The response is the Bidder's binding offer, good for 180 calendar days from the scheduled agreement award date as noted in the Key Action Dates (subject to negotiation).
8. The Bidder has available staff (or can acquire) appropriate staff with the appropriate skill set to complete the agreement for all services as described in this solicitation (subject to negotiation).



**9. Intent to Respond:**

- o "Intent to submit a response but have one or more problem(s) with the requirements." Instructions: Please describe the identified problems in this area.

Appendix B, 1.B – State Model: Cloud Computing Services Special Provisions for Software as a Service (SaaS) – Bidder will be submitting Exhibit M – Request for Change Submittal – to request a clarification that SSAE 16 / SOC2 reports from a cloud hosting vendor (Amazon) comply with this requirement.

Appendix B, 10.A – Commercial General Liability (Crime/Cyber) – Bidder will be submitting Exhibit M – Request for Change Submittal – to request that certain insurance coverage requirements be lowered to amounts more commonly seen in similar engagements.

**10. Darfur Contracting Act of 2008**

Bidder acknowledges acceptance and compliance with PCC Sections 10476 – 10481. Bidder certifies that it is not a scrutinized company.

Sincerely,

Angele C. Romig  
Divisional Chief Executive Officer

**BIDDER DECLARATION**

1. Prime bidder Information (Review attached Bidder Declaration Instructions prior to completion of this form):
- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): \_\_\_\_\_ or None  (If "None," go to Item #2)
  - b. Will subcontractors be used for this contract? Yes  No  (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes  No   
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes  No  N/A

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

**CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.**

## BIDDER DECLARATION INSTRUCTIONS

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NWSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NWSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page \_\_\_ of \_\_\_" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page \_\_\_ of \_\_\_" accordingly.

## 2. (continued) Column Labels

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, NWSA, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on this website ([www.esprocure.pds.dgs.ca.gov](http://www.esprocure.pds.dgs.ca.gov)).

**Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code details regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NWSA, and/or DVBE status

**51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page \_\_\_ of \_\_\_" accordingly.

**EXHIBIT C – IRAN CONTRACTING ACT OF 2010**

**IRAN CONTRACTING ACT**


(Public Contract Code § 2202-2208)

Prior to bidding on, submitting a proposal or executing a Contract or renewal for a State of California Contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or Contract pursuant to Public Contract Code § 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law (Public Contract Code § 2205) establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the Contract for which the false certification was made; Contract termination; and three-year ineligibility to bid on Contracts.

**OPTION #1 — CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed): GCR Inc.	Federal ID Number (or n/a): 72-0852541
By (Authorized Signature): 	
Printed Name and Title of Person Signing: Angele C. Romig, Divisional Chief Executive Officer	
Date Executed: 7/23/19	Executed in: New Orleans, Louisiana

**EXHIBIT C – IRAN CONTRACTING ACT OF 2010, continued**

**OPTION #2 — EXEMPTION**

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew a Contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed):	Federal ID Number (or n/a)
By (Authorized Signature):	
Printed Name and Title of Person Signing:	Date Executed:



**EXHIBIT D – WORKERS' COMPENSATION CERTIFICATION**

The undersigned in submitting this document hereby certifies the following:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Contract.

 7/28/19  
Signature Date

Angele C. Romig, Divisional Chief Executive Officer 2021 Lakeshore Drive, Suite 500  
Name and Title (Print or Type) Street Address

GCR Inc. New Orleans, LA 70122  
Bidder Name City, State, ZIP code

**EXHIBIT E – SECRETARY OF STATE CERTIFICATION**

Attach a copy of the Bidder's Secretary of State Certification Status as Exhibit E. For more information on certification/status of registration, refer to the following website link:

<https://businesssearch.sos.ca.gov/>



**State of California  
Secretary of State**

**CERTIFICATE OF STATUS**

**ENTITY NAME:**

GCR INC.

**FILE NUMBER:** C3717720  
**REGISTRATION DATE:** 10/07/2014  
**TYPE:** FOREIGN CORPORATION  
**JURISDICTION:** LOUISIANA  
**STATUS:** ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is qualified to transact intrastate business in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of May 03, 2019.

**ALEX PADILLA  
Secretary of State**

**EXHIBIT F – PAYEE DATA RECORD (STD 204)**

Attach the STD. 204, Payee Data Record as Exhibit F.

Refer to the following website link to obtain the appropriate form and information for the Payee Data Record (STD 204):

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



**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 5/2018)

<b>1</b>	<p><b>Requirement to Complete the Payee Data Record, STD 204</b></p> <p>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.</p> <p>Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&amp;TC).</p>
<b>2</b>	<p>Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships and single member limited liability companies (LLCs) must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the address of the business' physical location.</p>
<b>3</b>	<p>Check only one box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by the R&amp;TC sections 18846 and 18881 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&amp;TC section 18862 and its regulations.</p> <p>Payees must provide one of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships, single member LLC (disregarded entities), and individuals is the SSN or ITIN. Only partnerships, estates, trusts, corporations, and LLCs (taxed as partnerships or corporations) will enter their FEIN.</p>
<b>4</b>	<p><b>Are you a California resident or nonresident?</b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:          Withholding Services and Compliance Section: 1-888-792-4900      E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>          For hearing impaired with TDD, call: 1-800-822-8268      Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></p>
<b>5</b>	Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
<b>6</b>	This section must be completed by the state agency requesting the STD 204.

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.


**EXHIBIT G – CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code Section 2010, if a Bidder or proposer executes or renews a Contract over \$100,000 on or after January 1, 2017, the Bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For Contracts over \$100,000 executed or renewed after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For Contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed) GCR Inc.	Federal ID Number 72-0852541
By (Authorized Signature) 	
Printed Name and Title of Person Signing Angele C. Romig, Divisional Chief Executive Officer	
Date Executed 7/23/19	Executed in the County and State of New Orleans, Louisiana

**EXHIBIT H – FEDERAL PREFERENCES AND INCENTIVES**

THE BIDDER MUST COMPLETE ALL SECTIONS BELOW AND SUBMIT WITH ITS RESPONSE.

**1. WOMEN BUSINESS ENTERPRISE (WBE) AND MINORITY BUSINESS ENTERPRISE (MBE) OUTREACH AND INCENTIVES**

As outlined in 2 CRF 200.321, non-federal entities must take all necessary affirmative steps to assure that minority businesses, women's businesses, and labor surplus firms are when possible. To meet this requirement, proposers who are a WBE or MBE are encouraged to respond or be a part of a team which responds to the solicitation. If a proposer or subcontractor is not currently a WBE/MBE, and believes they will qualify, then they must contact Caltrans at (916) 324-1700. To receive the preference points the Contractor must provide a copy of their certification as part of the response.

The Bidder shall check the appropriate box from the choices below.

- I am not claiming the WBE preference.
- I am claiming the WBE preference.
  
- I am not claiming the MBE preference.
- I am claiming the MBE preference.

Name of Bidder: GCR Inc.

Signature and Date: 



**EXHIBIT I – 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 project, 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 Official 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 Official before payment can be made for services provided. 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 a Confidentiality Statement and will be expected to sign and return it to the State's project manager before beginning work on this project.

<b>Representative Name:</b>	 Angele C. Romig	<b>Title:</b>	Divisional CEO	<b>Phone Number:</b>	(504) 304-2500
<b>Company Name:</b>	GCR Inc.				
<b>Address:</b>	2021 Lakeshore Drive, Suite 500				
<b>City/State/Zip Code:</b>	New Orleans, LA 70122				

**Information Sheet**

**Exhibit J – Commercially Useful Function (CUF) Certification Form**

All Bidders utilizing subcontractors to perform any portion of the work identified in the Scope of Work must complete the attached Exhibit J (Commercially Useful Function (CUF) Certification) form in accordance with the instructions contained in the form.

Bidders are advised that while Exhibit J contains questions pertaining to certain bidder preferences (such as SB, MB, and DVBE), the Bidder's answers to these questions are for informational purposes only and will not be used to grant a bidder any kind of preference or scoring advantage with respect to its bid. No state or federal bidder preferences will be utilized in connection with this solicitation.

By completing and executing Exhibit J, the Bidder acknowledges the foregoing statement.



**EXHIBIT J – COMMERCIALY USEFUL FUNCTION (CUF) CERTIFICATION**

THE BIDDER MUST COMPLETE AND SUBMIT WITH ITS RESPONSE.

Bidder Name: GCR Inc.

Subcontractor Name (submit one form for each SB/DVBE (prime and/or subcontractor(s))): None

Mark all that apply: DVBE:  Small Business:  Micro Business:  N/A:

All certified small business (SB), micro business (MB), and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

Answer questions 1-5 below, as they apply to your company for the goods and/or services being acquired in this solicitation. A California certified SB, MB, or DVBE business must be deemed to perform a Commercially Useful Function (CUF) by meeting ALL of the following CUF requirements for Contract award consideration.


1.	Is responsible for the execution of a distinct element of the resulting Contract.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2.	Carries out its obligation by actually performing, managing, or supervising the work involved.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3.	Performs work that is normal for its business services and functions.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	Is responsible, with respect to products, inventories, materials, and supplies required for the Contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment. If this is a SERVICE with NO goods involved, check N/A and go to #5.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/> or N/A <input type="checkbox"/>
5.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

If the answer to any of the five (5) questions is "NO" (except for #4 when marked with "N/A"), may result in your proposal being deemed non-responsive.

The Bidder must provide a written statement below detailing the role, services and goods the subcontractor(s) will provide to meet the commercially useful function requirement. If the Bidder is not claiming a SB or DVBE, indicate "Not claiming a preference" in the box below.

Not claiming a preference

At the State's option prior to award, the Bidder may be required to submit additional written clarifying information. By signing this form, the undersigned Bidder certifies that all the information provided in this form is true and correct.

Bidder: GCR Inc.  
Bidder Printed/Typed Name and Title: Angele C. Romig, Divisional Chief Executive Officer  
Signature and Date:  7/23/19

### EXHIBIT K – RESPONSE CHECKLIST

A responsive/responsible response or response package will consist of submitting all required documentation in the ITN Solicitation, ITN Requirements and ITN Exhibits, in accordance with the Statement of Work. In addition, completed and executed exhibits in the Response Checklist must be included in the Response.

To complete this Checklist, place a check mark or "X" next to each item included in your proposal submission to the State. For your Response to be responsive, all required exhibits, forms and information must be included.

#### Solicitation Phase 1: Required Forms and Documentation (Administrative Review)

- COVER LETTER (EXHIBIT A)
- BIDDER DECLARATION (EXHIBIT B)
- IRAN CONTRACTING ACT OF 2010 (EXHIBIT C)
- WORKERS' COMPENSATION CERTIFICATION (EXHIBIT D)
- SECRETARY OF STATE CERTIFICATION (EXHIBIT E)
- PAYEE DATA RECORD (STD 204) (EXHIBIT F)
- CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (EXHIBIT G)
- FEDERAL PREFERENCES AND INCENTIVES (Exhibit H)
- CONFIDENTIALITY STATEMENT (EXHIBIT I)
- COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION (EXHIBIT J)
- RESPONSE CHECKLIST (EXHIBIT K)

#### Solicitation Phase 2:

- BIDDER QUALIFICATIONS FORM (EXHIBIT N.1)
- BIDDER REFERENCE FORM (EXHIBIT N.2)
- NARRATIVE RESPONSE REQUIREMENTS (PLACEHOLDER) (EXHIBIT O)
- BIDDER REQUIREMENTS SPREADSHEET (PLACEHOLDER) (EXHIBIT P)
- DELIVERABLES TABLE (PLACEHOLDER) (EXHIBIT Q)

#### Solicitation Phase 3:

- COST WORKBOOK (EXHIBIT R)

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**BAFO – Owner Occupied Reconstruction (OOR) System**

**EXHIBIT N.1 – BIDDER QUALIFICATION FORM (M)**

GCR Inc. submits the following Bidder Qualifications Forms:

- State of Louisiana's Restore Louisiana Homeowner Assistance Program (RLHAP)
- eGrants for Louisiana Land Trust
- State of Louisiana's Road Home Program



**EXHIBIT N.1 – BIDDER QUALIFICATION FORM (M)**

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# **BAFO 1 Executive Summary**

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**EXECUTIVE SUMMARY**

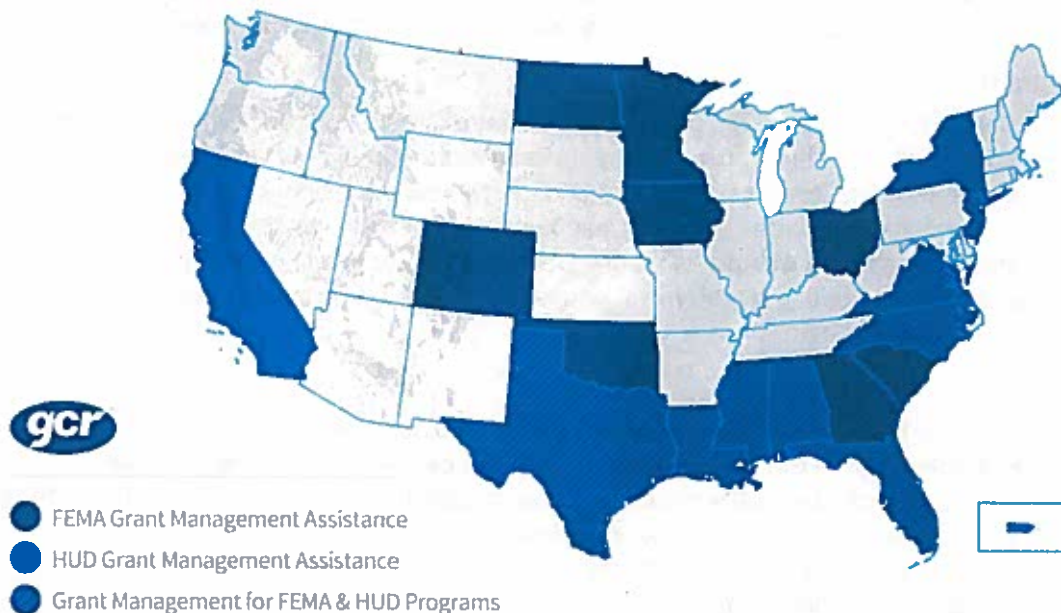
GCR Inc. (GCR) is qualified to provide an off-the-shelf, web-based, direct to individual Software as a Service (SaaS) system to the California Department of Technology (CDT), on behalf of the California Department of Housing and Community Development (HCD). GCR's eGrants system manages disaster survivor grants to facilitate applicants in the rebuilding or reconstruction of their homes.

Currently, GCR's eGrants solution is in use for a large-scale HUD CDBG-DR program and has demonstrated capabilities in addressing the unique challenges presented by Owner Occupied Reconstruction (OOR) programs. Through implementation and support services, GCR possesses the experience, expertise and qualified staff to develop a project work plan that meets HCD timelines and OOR software that meets HCD's needs.

**Experience**

GCR has over 10 years of experience providing the grants management system-of-record for disaster recovery programs. Starting in Mississippi in 2006, eGrants was launched for the Katrina Recovery Program. Over 13,000 applications were received within one month of contract award. Shortly thereafter, GCR supplied eGrants as the system of record for Louisiana's Road Home program, HUD's largest disaster recovery program with over 225,000 applicants and over \$16 billion in grant awards. Figure 1 shows the national extent of GCR's CDBG-DR and FEMA grant management and technology services.

**STATE-LEVEL DISASTER RECOVERY SUPPORT**



**Figure 1: Disaster Recovery Clients - Past and Present**

In response to Superstorm Sandy, GCR implemented a version of eGrants for New Jersey in less than 18 days. Over \$1.5 billion in grants were awarded using eGrants in New Jersey. Currently, GCR's eGrants is the system of record for the Restore Louisiana Homeowner Assistance Program (RLHAP) where over 45,000 applications have been received and processed.

In addition to our expertise in CDBG-DR OOR program software, GCR assisted HCD with the development of its 2017 CDBG-DR Unmet Recovery Needs Action Plan. We understand HCD's recovery programs and how to quickly and effectively launch the CDBG-DR OOR program software. GCR offers HCD a unique blend of OOR program software, FEMA grant management software, and FEMA/HUD CDBG-DR grant management services. We understand what it takes to implement CDBG-DR recovery programs, from Action Plan approval, to program design, to implementation, and through close out.

### *Expertise*

GCR has the relevant experience and the expertise to ensure the implementation of eGrants for CDT and HCD meets program requirements as defined at the beginning of the project and as modifications occur during the lifecycle of the program. In past and current disaster recovery programs, GCR has been more than a software vendor. Team members have served as experts when discussing the impacts of proposed changes to program, policies, and/or procedures.

When program policies change, State staff look to GCR team members for guidance and action. Typically, GCR team members partner with State staff to analyze proposed changes and provide recommendations on how best to modify and implement changes. Our ability to consult and manage change is relevant for quick, efficient and least cost implementation. For Road Home and RLHAP, GCR has provided expert analyses to support program design options.

### *Qualified Staff*

GCR will staff the OOR program with personnel that have direct experience in implementing large-scale CDBG-DR OOR programs. This team includes the business analysts that are well-versed in eGrants and disaster recovery programs, as well as developers, testers, and database administrators that have supported prior eGrants implementations. The staff will also include GCR personnel who assisted with developing HCD's HUD approved CDBG-DR Unmet Recovery Needs Action Plan, and who have worked with HCD on disaster recovery and resilience projects since 2015.

### *eGrants*

GCR will provide CDT and HCD with eGrants, a proven tool for grantees to manage recovery programs and a single portal through which homeowners can access a survey and an application. The survey can be easily modified and activated by the first week of October 2019, allowing the program to begin accepting surveys from homeowners and then placing the homeowners in the eight tiers and prioritization for persons with access and functional needs or persons with disabilities as described in the 2017 CDBG-DR Unmet Recovery Needs Action Plan. eGrants has existing workflow that mirrors the business workflow described in the ITN, taking an application from submission through verification of eligibility, calculation of award less duplication of benefits, award acknowledgement, closing, monitoring of construction, payment, and requisition of funds. eGrants has an existing Data Warehouse that can be used to hold third party data from FEMA, SBA, and other sources that HCD may require.





***Understanding the Unique Needs of the OOR Program***

GCR's team has supported HCD's staff in responding to the DR 4344 and 4353 disasters since January 2018. From initial meetings with impacted local governments, to hosting meetings with impacted homeowners, our staff understands the challenges HCD faces in development of the OOR program and its OOR software. GCR supported HCD in its HUD approved 2017 CDBG-DR Unmet Recovery Needs Action Plan, including program design for the OOR program.

The disaster impacted areas that already had a shortage of affordable housing. The OOR program must balance the requirements for funding LMI households, while also addressing the remaining recovery needs of all households. eGrants has a demonstrated track record of being able to pivot to meet program design needs. With the time elapsed since the disasters and the mix of rural and urban communities impacted, we understand that the OOR software must be able to efficiently adapt based on survey responses and remaining unmet recovery needs.

***Implementation Plan***

GCR has used its expertise and experience with other disaster recovery programs combined with the existence of an off-the-shelf proven grants management system to design an implementation plan that meets the requirements of the ITN Statement of Work. The implementation plan guarantees HCD that a survey will be ready to launch by the first week in October 2019, and the application will be available by December 20, 2019.

OOR is not just about a software development program to manage grant award process - it is about returning survivors of the 2017 wildfires, flooding, mudflows, and debris flows to repaired and reconstructed homes. GCR is uniquely qualified to provide the grants management system of record and looks forward to working with CDT and HCD on this critical program.

***Best and Final Offer Attestations***

Per the requirements of the Best and Final Offer (BAFO), GCR submits the following attestation:

GCR affirms that this Best and Final Offer (BAFO), in response to Owner Occupied Reconstruction (OOR) System Solution Invitation to Negotiate BAFO Solicitation HCD ITN 2019-002, provides all requested information as identified in Section 2 of the BAFO Letter.

GCR affirms that all of the components from the GCR's Final Response remain valid, except to the extent any items are being replaced in the BAFO as requested by the State.

GCR states that GCR's Final Response as amended by the BAFO is our binding offer, good for 180 calendar days from September 9, 2019.

GCR agrees to the terms and conditions of this BAFO solicitation and Statement of Work (SOW) and accepts responsibility as the prime Contractor if awarded the Contract resulting from this solicitation.

GCR will provide all deliverables as described in this BAFO solicitation and SOW.

GCR confirms that prior to contract execution, the we will provide insurance declarations that address the requirements identified in the BAFO solicitation documents.

GCR provides an original signature of the individual who is authorized to bind GCR contractually and includes the email and phone number of the person authorized to sign.





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**BAFO – Owner Occupied Reconstruction (OOR) System**

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Angele C. Romig  
Signature

9/9/19  
Date

Angele C. Romig  
Division Chief Executive Officer  
[aromig@gcrinc.com](mailto:aromig@gcrinc.com)  
(504) 304-2500



**REQUESTED BAFO COMPONENTS**

Per the requirements of the BAFO, GCR submits the following:

- a. Administrative Response (Phase 1) - Resubmittal
- b. Bidder Qualifications (Exhibit N.2 from Phase 2) - Resubmittal
- c. Bidder References (Exhibit N.2 Phase 2) - Resubmittal
- d. Narrative Response (Exhibit O) – Updated Narrative Responses



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**BAFO – Owner Occupied Reconstruction (OOR) System**

**ADMINISTRATIVE RESPONSE (PHASE 1)**

Per the requirements of the BAFO, GCR resubmits our Administrative Response (Phase 1).



**REQUESTED BAFO COMPONENTS**

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# **BAFO 2 Executive Summary (Revised)**

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**September 12, 2019**

**Mr. CJ Jawahar  
Information Technology Supervisor II  
Statewide Technology Procurement  
California Department of Technology  
10860 Gold Center Drive  
Rancho Cordova, CA 95670**

**RE: ITN-2019-002 Best and Final Offer 2 (BAFO 2) - Revised Executive Summary  
In response to Owner Occupied Reconstruction (OOR) System Solution**

**Dear Mr. CJ:**

**GCR Inc. respectfully request that the State replace the original Executive Summary contained in our BAFO 2 response received September 12, 2019 with the revised Executive Summary being transmitted by this cover letter.**

**Sincerely,**

  
**Angela C. Romig  
Divisional Chief Executive Officer**

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## Accepted During BAFO 2 (Revised)

### BAFO 2 – Owner Occupied Reconstruction (OOR) System

#### EXECUTIVE SUMMARY

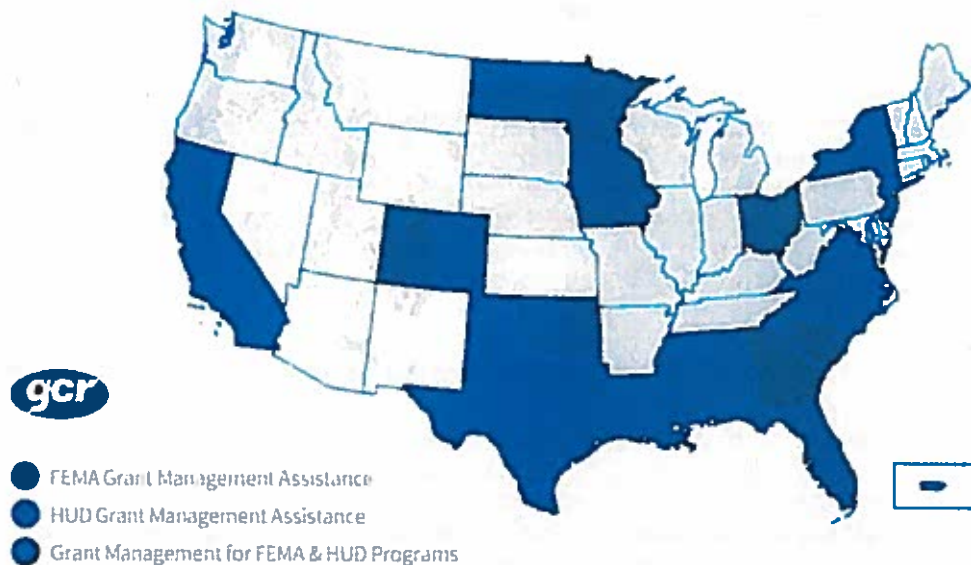
GCR Inc. (GCR) is qualified to provide an off-the-shelf, web-based, direct to individual Software as a Service (SaaS) system to the California Department of Technology (CDT), on behalf of the California Department of Housing and Community Development (HCD). GCR's eGrants system manages disaster survivor grants to facilitate applicants in the rebuilding or reconstruction of their homes.

Currently, GCR's eGrants solution is in use for a large-scale HUD CDBG-DR program and has demonstrated capabilities in addressing the unique challenges presented by Owner Occupied Reconstruction (OOR) programs. Through implementation and support services, GCR possesses the experience, expertise and qualified staff to develop a project work plan that meets HCD timelines and OOR software that meets HCD's needs.

#### *Experience*

GCR has over 10 years of experience providing the grants management system-of-record for disaster recovery programs. Starting in Mississippi in 2006, eGrants was launched for the Katrina Recovery Program. Over 13,000 applications were received within one month of contract award. Shortly thereafter, GCR supplied eGrants as the system of record for Louisiana's Road Home program, HUD's largest disaster recovery program with over 225,000 applicants and over \$16 billion in grant awards. Figure 1 shows the national extent of GCR's CDBG-DR and FEMA grant management and technology services.

#### STATE-LEVEL DISASTER RECOVERY SUPPORT



**Figure 1: Disaster Recovery Clients - Past and Present**





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## BAFO 2 – Owner Occupied Reconstruction (OOR) System

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In response to Superstorm Sandy, GCR implemented a version of eGrants for New Jersey in less than 18 days. Over \$1.5 billion in grants were awarded using eGrants in New Jersey. Currently, GCR's eGrants is the system of record for the Restore Louisiana Homeowner Assistance Program (RLHAP) where over 45,000 applications have been received and processed.

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### *Expertise*

GCR has the relevant experience and the expertise to ensure the implementation of eGrants for CDT and HCD meets program requirements as defined at the beginning of the project and as modifications occur during the lifecycle of the program. In past and current disaster recovery programs, GCR has been more than a software vendor. Team members have served as experts when discussing the impacts of proposed changes to program, policies, and/or procedures.

When program policies change, State staff look to GCR team members for guidance and action. Typically, GCR team members partner with State staff to analyze proposed changes and provide recommendations on how best to modify and implement changes. Our ability to consult and manage change is relevant for quick, efficient and least cost implementation. For Road Home and RLHAP, GCR has provided expert analyses to support program design options.

### *Qualified Staff*

GCR will staff the OOR program with personnel that have direct experience in implementing large-scale CDBG-DR OOR programs. This team includes the business analysts that are well-versed in eGrants and disaster recovery programs, as well as developers, testers, and database administrators that have supported prior eGrants implementations. The staff will also include GCR personnel who assisted with developing HCD's HUD approved CDBG-DR Unmet Recovery Needs Action Plan, and who have worked with HCD on disaster recovery and resilience projects since 2015.

### *eGrants*

GCR will provide CDT and HCD with eGrants, a proven tool for grantees to manage recovery programs and a single portal through which homeowners can access a survey and an application. The survey can be easily modified and activated by the first week of October 2019, allowing the program to begin accepting surveys from homeowners and then placing the homeowners in the eight tiers and prioritization for persons with access and functional needs or persons with disabilities as described in the 2017 CDBG-DR Unmet Recovery Needs Action Plan. eGrants has existing workflow that mirrors the business workflow described in the ITN, taking an application from submission through verification of eligibility, calculation of award less duplication of benefits, award acknowledgement, closing, monitoring of construction, payment, and requisition of funds. eGrants has an existing Data Warehouse that can be used to hold third party data from FEMA, SBA, and other sources that HCD may require.



## **BAFO 2 – Owner Occupied Reconstruction (OOR) System**

### ***Understanding the Unique Needs of the OOR Program***

GCR's team has supported HCD's staff in responding to the DR 4344 and 4353 disasters since January 2018. From initial meetings with impacted local governments, to hosting meetings with impacted homeowners, our staff understands the challenges HCD faces in development of the OOR program and its OOR software. GCR supported HCD in its HUD approved 2017 CDBG-DR Unmet Recovery Needs Action Plan, including program design for the OOR program.

The disaster impacted areas that already had a shortage of affordable housing. The OOR program must balance the requirements for funding LMI households, while also addressing the remaining recovery needs of all households. eGrants has a demonstrated track record of being able to pivot to meet program design needs. With the time elapsed since the disasters and the mix of rural and urban communities impacted, we understand that the OOR software must be able to efficiently adapt based on survey responses and remaining unmet recovery needs.

### ***Implementation Plan***

GCR has used its expertise and experience with other disaster recovery programs combined with the existence of an off-the-shelf proven grants management system to design an implementation plan that meets the requirements of the ITN Statement of Work. The implementation plan guarantees HCD that a survey will be ready to launch by the first week in October 2019, and the application will be available by December 20, 2019.

OOR is not just about a software development program to manage grant award process - it is about returning survivors of the 2017 wildfires, flooding, mudflows, and debris flows to repaired and reconstructed homes. GCR is uniquely qualified to provide the grants management system of record and looks forward to working with CDT and HCD on this critical program.

### ***Best and Final Offer Attestations***

Per the requirements of the Best and Final Offer (BAFO), GCR submits the following attestation:

GCR affirms that this Best and Final Offer (BAFO) 2, in response to Owner Occupied Reconstruction (OOR) System Solution Invitation to Negotiate BAFO 1 Revision 2 Solicitation HCD ITN 2019-002, provides the requested information as identified in Section 2 of the BAFO 1 and BAFO 2 letters. Any information provided beyond the request stated in Section 2 of the BAFO 1 and BAFO 2 letters are non-operative, non-binding and will not be considered a part of the GCR Inc. BAFO 2 Response.

GCR affirms that all of the components from the GCR's Final Response remain valid, except to the extent any items are being replaced in the BAFO 1 and BAFO 2 as requested by the State.

GCR states that GCR's Final Response as amended by the BAFO 1 and BAFO 2 is our binding offer, good for 180 calendar days from September 11, 2019.

GCR agrees to the terms and conditions of the BAFO 1 Revision 2 Solicitation and Statement of Work (SOW) and accepts responsibility as the prime Contractor if awarded the Contract resulting from this solicitation.

GCR will provide all deliverables as described in this BAFO 1 Revision 2 Solicitation and SOW.

GCR confirms that prior to contract execution, GCR will provide insurance declarations that address the requirements identified in the BAFO 1 Revision 2 Solicitation documents.



**EXECUTIVE SUMMARY**

**BAFO 2 – Owner Occupied Reconstruction (OOR) System**

GCR provides an original signature of the individual who is authorized to bind GCR contractually and includes the email and phone number of the person authorized to sign.

  
Signature

9/12/19  
Date

Angele C. Romig  
Division Chief Executive Officer  
[aromig@gcrinc.com](mailto:aromig@gcrinc.com)  
(504) 304-2500



**EXECUTIVE SUMMARY**

# **BAFO 1 Bidder Qualification Forms**

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**EXHIBIT N.1 – BIDDER QUALIFICATIONS FORM**

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

1	<b>Bidder: GCR Inc.</b>			
2	<b>Project Name:</b> Restore Louisiana Homeowner Assistance Program (RLHAP)			
3	<b>Company Name of Bidder's Reference:</b> Louisiana Office of Technology Services			
4	<b>Contact Name and Title, Email Address and Telephone Number of Bidder's reference:</b> David Moore, Agency Relationship Manager, <a href="mailto:david.moore2@la.gov">david.moore2@la.gov</a> , (225) 219-0197			
5	<b>Start Date (MM/DD/YYYY):</b> 2/1/2017			
6	<b>End Date (MM/DD/YYYY):</b> On-going			
7	<p><b>Project Description:</b> GCR supplied eGrants, the grants management system of record for the Restore program – the HUD CDBG DR program for victims of 2016 floods. Over 45,000 applicants applied and over \$410 million in awards has been processed using eGrants. GCR developed a Survey, put respondents into phases, created an on-line application, created a Data Warehouse to hold third party data used for eligibility verification and determination of Duplication of Benefits, created the workflow used by the program manager, calculated awards, notified applicants, created the workflow for closing and disbursement of funds, and managed the repair and reconstruction workflow.</p> <p>GCR was also asked to create an implementation of eGrants that could be used for the Buyout program whereby HUD CDBG DR grant money was used to buy homes located in a floodway. GCR stood up the Buyout implementation of eGrants and made the necessary modifications in less than three weeks.</p>			
8	<b>Was the Bidder that performed the work the Prime Contractor?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
9	<b>Did the Bidder complete the project?</b> Yes <input type="checkbox"/> No <input type="checkbox"/> On-going <input checked="" type="checkbox"/> (see line #6 for Contract completion date)			
10	<b>Project Contract Amount:</b> \$9.8 million			
11	For each mandatory experience and, if applicable, desirable experience listed below, check "Yes" if the total project experience was met on this referenced project; check "No" if none of the experience was met on this referenced project; and describe the Bidder's role and responsibilities performed on the project in the "Description of services provided" field.			
	<b>Number</b>	<b>Classification</b>	<b>Experience</b>	<b>Total Experience Required</b>
				<b>Experience Gained on this Cited Project</b>



12	M	<p>Bidder's <b>proposed solution</b> (as described in the SOW) shall have at least one (1) homeowner assistance program, that includes:</p> <ul style="list-style-type: none"> <li>• Operation of an owner occupied reconstruction (OOR) program</li> <li>• The program is funded with Community Development Block Grant (CDBG) or CDBG-Disaster Recovery (DR).</li> <li>• The program is currently operating</li> <li>• HUD Monitored (see definition in instructions).</li> </ul> <p>Sixty (60) points for each additional ongoing project not to exceed a maximum of two hundred forty (240) points total.</p>	1 Project	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p><b>Start date of contract work:</b> 11/01/2009</p> <p><b>End date of contract work:</b> On-going</p>
<p><b>Description of services provided:</b> GCR provided eGrants as the system of record for both the Restore and Buyout programs. GCR worked closely with OTS and OCD to make the necessary modifications and enhancements to support policy and program changes.</p>				
13	DS	<p>Bidder will receive points (as shown below) if the proposed solution that is currently utilizing a Community Development Block Grant – Disaster Recovery (CDBG-DR) award for an OOR program, and:</p> <ol style="list-style-type: none"> <li>1. has been audited by <b>HUD's Office of Inspector General (OIG)</b>, with system related findings resolved.</li> </ol> <p>Sixty (60) points for each ongoing and HUD/OIG monitored CDBG-DR OOR program not to exceed a maximum of one hundred twenty (120) points total</p> <p><b>AND/OR</b></p>	Project(s)	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p><b>Start date of contract work:</b> 11/01/2009</p> <p><b>End date of contract work:</b> On-going</p>

		<p>2. Is administering both CDBG-DR and FEMA Hazard Mitigation Grant Program (HMGP) funding within the same solution.</p> <p>Sixty (60) points for each program that includes FEMA Funds, not to exceed a maximum of one hundred twenty (120) points total.</p>		
<p><b>Description of services provided:</b> eGrants was used to manage reimbursement grants, repair or reconstruction grants and buyout grants under the Restore and Buyout programs.</p>				
14	DS	<p>Bidder shall receive points (as shown below) for each implemented project <b>using the proposed solution</b> to manage/operate more than one homeowner assistance program type (i.e. property buyout, reimbursements, loans, and grants) for a single client.</p> <p>Sixty (60) points for each additional ongoing project not to exceed a maximum of one hundred twenty (120) points total.</p>	Project(s)	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p><b>Start date of contract work:</b> 11/01/2019</p> <p><b>End date of contract work:</b> On-going</p>
<p><b>Description of services provided:</b> The Road Home program offered homeowners multiple options initially: reimbursement for repairs already completed, repair using either homeowner or state managed contractor, or reconstruction using either homeowner or state managed contractor. Later in the program they added a buyout option. eGrants managed all of these assistance types for the single client - OCD.</p>				
<p><b>Total Maximum Points Possible:</b></p>				



**EXHIBIT N.1 – BIDDER QUALIFICATIONS FORM**

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

1	<b>Bidder:</b> GCR Inc.			
2	<b>Project Name:</b> eGrants for Louisiana Land Trust			
3	<b>Company Name of Bidder's Reference:</b> Louisiana Land Trust (LLT)			
4	<b>Contact Name and Title, Email Address and Telephone Number of Bidder's reference:</b> Michael Taylor, <a href="mailto:mtaylor@lalandtrust.us">mtaylor@lalandtrust.us</a> , 225-395-0781			
5	<b>Start Date (MM/DD/YYYY):</b> November 2009			
6	<b>End Date (MM/DD/YYYY):</b> On-going			
7	<b>Project Description:</b> As part of the Road Home program, the State of Louisiana purchased approximately 11,000 properties that the state needed to manage and ultimately dispose. The Louisiana Land Trust (LLT) was created to hold, manage, and dispose of these properties. Because of the work GCR was doing on Road Home, because much of the data needed by LLT resided in the Road Home eGrants, and because GCR had demonstrated its ability to be responsive to program needs, LLT asked GCR to create a version of eGrants that could be used to manage the acquired properties. GCR created a new version of eGrants and the interfaces between Road Home eGrants and the new LLT eGrants. Whenever the Road Home purchased a property, LLT was notified, data was copied from Road Home to LLT, and a new property was created in the LLT eGrants.			
8	<b>Was the Bidder that performed the work the Prime Contractor?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
9	<b>Did the Bidder complete the project?</b> Yes <input type="checkbox"/> No <input type="checkbox"/> On-going <input checked="" type="checkbox"/> (see line #6 for Contract completion date)			
10	<b>Project Contract Amount:</b> \$3.6 million			
11	For each mandatory experience and, if applicable, desirable experience listed below, check "Yes" if the total project experience was met on this referenced project; check "No" if none of the experience was met on this referenced project; and describe the Bidder's role and responsibilities performed on the project in the "Description of services provided" field.			
Number	Classification	Experience	Total Experience Required	Experience Gained on this Cited Project
12	M	Bidder's <b>proposed solution</b> (as described in the SOW) shall have at least one (1) homeowner assistance program, that includes:	1 Project	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

		<ul style="list-style-type: none"> <li>• Operation of an owner occupied reconstruction (OOR) program</li> <li>• The program is funded with Community Development Block Grant (CDBG) or CDBG-Disaster Recovery (DR).</li> <li>• The program is currently operating</li> <li>• HUD Monitored (see definition in instructions).</li> </ul> <p>Sixty (60) points for each additional ongoing project not to exceed a maximum of two hundred forty (240) points total.</p>		<p><b>Start date of contract work:</b> 11/01/2009</p> <p><b>End date of contract work:</b> On-going</p>
<p><b>Description of services provided:</b> The LLT program was funded by CDBG DR funds and monitored by HUD. The program managed properties that were purchased by Road Home and later disposed through a variety of means including donation to parishes, construction of new housing by non-profits, transfers to homeowners through lot next store programs, and conversion to public spaces.</p>				
13	DS	<p>Bidder will receive points (as shown below) if the proposed solution that is currently utilizing a Community Development Block Grant – Disaster Recovery (CDBG-DR) award for an OOR program, and:</p> <ol style="list-style-type: none"> <li>1. has been audited by <b>HUD's Office of Inspector General (OIG)</b>, with system related findings resolved.</li> </ol> <p><i>Sixty (60) points for each ongoing and HUD/OIG monitored CDBG-DR OOR program not to exceed a maximum of one hundred twenty (120) points total</i></p> <p><b>AND/OR</b></p> <ol style="list-style-type: none"> <li>2. is administering both CDBG-DR and <b>FEMA Hazard Mitigation Grant Program (HMGP)</b> funding within the same solution.</li> </ol>	Project(s)	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p><b>Start date of contract work:</b> 11/01/2009</p> <p><b>End date of contract work:</b> On-going</p>

		Sixty (60) points for each program that includes FEMA Funds, not to exceed a maximum of one hundred twenty (120) points total.		
<b>Description of services provided:</b> The LLT eGrants was audited by HUD OIG and any finds were addressed.				
14	DS	<p>Bidder shall receive points (as shown below) for each implemented project <b>using the proposed solution</b> to manage/operate more than one homeowner assistance program type (i.e. property buyout, reimbursements, loans, and grants) for a single client.</p> <p>Sixty (60) points for each additional ongoing project not to exceed a maximum of one hundred twenty (120) points total.</p>	Project(s)	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p><b>Start date of contract work:</b> 11/01/2019</p> <p><b>End date of contract work:</b> On-going</p>
<b>Description of services provided:</b> For LLT, eGrants managed a number of different program types for the disposition of properties. These included such things as construction of new homes, transfer to local municipalities, transfer through lot next door, conversion to green space, etc.				
<b>Total Maximum Points Possible:</b>				

**EXHIBIT N.1 – BIDDER QUALIFICATIONS FORM**

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

1	<b>Bidder:</b> GCR Inc.			
2	<b>Project Name:</b> Road Home			
3	<b>Company Name of Bidder's Reference:</b> Louisiana Office Technology Services (OTS)			
4	<b>Contact Name and Title, Email Address and Telephone Number of Bidder's reference:</b> Tom Burkes, <a href="mailto:Tom.Burkes@LA.GOV">Tom.Burkes@LA.GOV</a> , 225-270-5405			
5	<b>Start Date (MM/DD/YYYY):</b> 11/1/2009			
6	<b>End Date (MM/DD/YYYY):</b> On-going			
7	<b>Project Description:</b> GCR supplied eGrants, the grants management system of record for the Road Home program – the HUD CDBG DR program for victims of hurricanes Rita and Katrina. Over 225,000 applicants applied and over \$8 billion in awards were processed using eGrants. The program continues today and GCR continues to support the program with Help Desk and DBA activities.			
8	<b>Was the Bidder that performed the work the Prime Contractor?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
9	<b>Did the Bidder complete the project?</b> Yes <input type="checkbox"/> No <input type="checkbox"/> On-going <input checked="" type="checkbox"/> (see line #6 for Contract completion date)			
10	<b>Project Contract Amount:</b> \$16.8 million			
11	For each mandatory experience and, if applicable, desirable experience listed below, check "Yes" if the total project experience was met on this referenced project; check "No" if none of the experience was met on this referenced project; and describe the Bidder's role and responsibilities performed on the project in the "Description of services provided" field.			
Number	Classification	Experience	Total Experience Required	Experience Gained on this Cited Project
12	M	<p>Bidder's proposed solution (as described in the SOW) shall have at least one (1) homeowner assistance program, that includes:</p> <ul style="list-style-type: none"> <li>• Operation of an owner occupied reconstruction (OOR) program</li> <li>• The program is funded with Community Development Block</li> </ul>	1 Project	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p><b>Start date of contract work:</b> 11/01/2009</p>



		<p>Grant (CDBG) or CDBG-Disaster Recovery (DR).</p> <ul style="list-style-type: none"> <li>The program is currently operating</li> <li>HUD Monitored (see definition in instructions).</li> </ul> <p>Sixty (60) points for each additional ongoing project not to exceed a maximum of two hundred forty (240) points total.</p>		<p><b>End date of contract work:</b> On-going</p>
<p><b>Description of services provided:</b> GCR provided eGrants as the grants management system of record. GCR was initially a sub-contractor under ICF. When ICF's contract was terminated in 2009, OTS issued a contract directly to GCR to continue supporting the program. Since 2009, GCR has worked closely with OTS and OCD to make required modifications and enhancements to eGrants to meet the changing needs of the program. GCR supplied software development, help desk, and data base management services.</p>				
13	DS	<p>Bidder will receive points (as shown below) if the proposed solution that is currently utilizing a Community Development Block Grant – Disaster Recovery (CDBG-DR) award for an OOR program, and:</p> <ol style="list-style-type: none"> <li>has been audited by <b>HUD's Office of Inspector General (OIG)</b>, with system related findings resolved.</li> </ol> <p>Sixty (60) points for each ongoing and HUD/OIG monitored CDBG-DR OOR program not to exceed a maximum of one hundred twenty (120) points total</p> <p><b>AND/OR</b></p> <ol style="list-style-type: none"> <li>is administering both CDBG-DR and <b>FEMA Hazard Mitigation Grant Program (HMGP)</b> funding within the same solution.</li> </ol> <p>Sixty (60) points for each program that includes FEMA Funds, not to</p>	Project(s)	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p><b>Start date of contract work:</b> 11/01/2009</p> <p><b>End date of contract work:</b> On-going</p>

		exceed a maximum of one hundred twenty (120) points total.		
<b>Description of services provided:</b> eGrants was used to manage compensation grants, buyout grants, and then construction/repair awards under the Unmet Needs program.				
14	DS	<p>Bidder shall receive points (as shown below) for each implemented project <b>using the proposed solution</b> to manage/operate more than one homeowner assistance program type (i.e. property buyout, reimbursements, loans, and grants) for a single client.</p> <p>Sixty (60) points for each additional ongoing project not to exceed a maximum of one hundred twenty (120) points total.</p>	Project(s)	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p><b>Start date of contract work:</b> 11/01/2019</p> <p><b>End date of contract work:</b> On-going</p>
<b>Description of services provided:</b> The Road Home program offered homeowners three options initially: compensation for repairs, buyout and purchase new within the state, buyout and purchase new outside of the state. Later in the program, an Unmet Need was added to the program and this introduced state managed repairs. eGrants managed all of these assistance types for the single client – OCD.				
<b>Total Maximum Points Possible:</b>				

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**BAFO – Owner Occupied Reconstruction (OOR) System**

**EXHIBIT N.2 – BIDDER REFERENCE FORM (MS)**

**GCR submits copies of the following completed Bidder Reference Forms which were sent directly to the ITN POC:**

- Louisiana's Restore Louisiana Homeowner Assistance Program (RLHAP)
- eGrants for Louisiana Land Trust
- Louisiana's Road Home Program



**EXHIBIT N.2 – BIDDER REFERENCE FORM (MS)**

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# **BAFO 1 Bidder Reference Forms**



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**EXHIBIT N.2 – BIDDER REFERENCE FORM**

**Bidder Instructions:** Complete lines 1-6 of this Exhibit N.2, Bidder Reference Form. One (1) form must be used for each corresponding Exhibit N.1 submitted. The reference information below must be consistent with the corresponding Exhibit N.1. Reference forms from CA HCD projects cannot be used to satisfy this requirement. It is the Bidder's responsibility to ensure the reference provide the State PO with the Exhibit N.2 Bidder Reference Form by the due date listed in the Invitation to Negotiate Solicitation, Section I.F Key Action Dates.

**Instructions to the Bidder's Reference:** The person listed in line 4 must complete lines 8-15. Using the rating scale in line 7, rate your satisfaction with the Bidder who performed the services described on lines 5 and 6. Sign, date, and return this form to the Procurement Official (PO) [Gabe.Nielsen@state.ca.gov](mailto:Gabe.Nielsen@state.ca.gov) by 12:00 pm PST August 6, 2019.

<b>1</b>	<b>Bidder:</b> GCR Inc
<b>2</b>	<b>Project Name:</b> Restore Louisiana Homeowner Assistance Program (RLHAP)
<b>3</b>	<b>Company Name of Bidder's reference:</b> Louisiana Office of Technology Services (OTS)
<b>4</b>	<b>Contact Name and title, Email Address, and Telephone Number of Bidder's reference:</b> David Moore, Agency Relationship Manager, <a href="mailto:david.moore2@la.gov">david.moore2@la.gov</a> , (225) 219-0197
<b>5</b>	<b>Bidder's involvement in this project (role and responsibilities):</b> David Moore is the OTS project manager.
<b>6</b>	<b>Project Description:</b> RLHAP was the CDBG DR grant program for Louisiana victims of the floods in 2016. GCR provides the grants management system of record.
<b>7</b>	<b><u>Satisfaction Rating/Points to be completed by the Bidder's reference:</u></b> Using the following scale: 0 = Unsatisfactory, 2 = Marginal (25 points), 4 = Satisfactory (50 points), 6 = Excellent (75 points)

	Circle only one number for each question below.	Satisfaction Rating/Points
8	How would you rate the Bidder's proposed software solution for operating and managing a direct-assist owner occupied reconstruction/rehabilitation program?	0 2 4 <b>6</b>
9	How would you rate the Bidder's ability to manage project milestones, deliverables, and timelines in implementing the software solution?	0 2 <b>4</b> 6
10	How would you rate the Bidder's effectiveness at providing maintenance and operation and /or Help Desk support after project System Acceptance?	0 2 <b>4</b> 6
11	How would you rate the Bidder's effectiveness providing training to end users?	0 2 4 <b>6</b>
12	How would you rate the Bidder's effectiveness at providing quality and timely responses to users' questions and concerns?	0 2 4 <b>6</b>
13	How would you rate the Bidder's effectiveness at providing quality and timely resolution to any system-related program compliance issues that required customization or configuration?	0 2 4 <b>6</b>
14	How would you rate the Bidder's performance in working within budget constraints?	0 2 <b>4</b> 6
15	How would you rate the Bidder's overall performance?	0 2 <b>4</b> 6
16	How would you rate the Bidder's willingness and ability to accommodate your organization's working style and constraints?	0 2 4 <b>6</b>
<b>Total Possible Rating</b>		<b>675</b>

By signing below, I declare that I have reviewed the information contained in Exhibit N.1 and that the information is true and correct.

Reference Signature:

*David Moore*

Date:

8/1/2019

Printed Name:

David Moore

Reference Title or role on the project:

IT Director for Pastore LA Fgm

Reference Email:

david.moore.2@la.gov

Reference Phone:

225-219-0197

**EXHIBIT N.2 – BIDDER REFERENCE FORM**

**Bidder Instructions:** Complete lines 1-6 of this Exhibit N.2, Bidder Reference Form. One (1) form must be used for each corresponding Exhibit N.1 submitted. The reference information below must be consistent with the corresponding Exhibit N.1. Reference forms from CA HCD projects cannot be used to satisfy this requirement. It is the Bidder's responsibility to ensure the reference provide the State PO with the Exhibit N.2 Bidder Reference Form by the due date listed in the Invitation to Negotiate Solicitation, Section 1.F Key Action Dates.

**Instructions to the Bidder's Reference:** The person listed in line 4 must complete lines 8-15. Using the rating scale in line 7, rate your satisfaction with the Bidder who performed the services described on lines 5 and 6. Sign, date, and return this form to the Procurement Official (PO) [Gabe.Nielsen@state.ca.gov](mailto:Gabe.Nielsen@state.ca.gov) by 12:00 pm PST August 6, 2019.

<b>1</b>	<b>Bidder:</b> GCR Inc
<b>2</b>	<b>Project Name:</b> eGrants for Louisiana Land Trust
<b>3</b>	<b>Company Name of Bidder's reference:</b> Louisiana Land Trust
<b>4</b>	<b>Contact Name and title, Email Address, and Telephone Number of Bidder's reference:</b> Michael Taylor, <a href="mailto:mtaylor@lalandtrust.us">mtaylor@lalandtrust.us</a> , 225-395-0781
<b>5</b>	<b>Bidder's involvement in this project (role and responsibilities):</b> Mike Taylor is the Executive Director of Louisiana Land Trust
<b>6</b>	<b>Project Description:</b> GCR created a new version of eGrants and the interfaces between Road Home eGrants and the new LLT eGrants.
<b>7</b>	<p><b><u>Satisfaction Rating/Points to be completed by the Bidder's reference:</u></b></p> <p>Using the following scale: 0 = Unsatisfactory, 2 = Marginal (25 points), 4 = Satisfactory (50 points), 6 = Excellent (75 points)</p>
<b>Circle only one number for each question below.</b>	
<b>Satisfaction Rating/Points</b>	

8	How would you rate the Bidder's proposed software solution for operating and managing a direct-assist owner occupied reconstruction/rehabilitation program?	0 2 4 6
9	How would you rate the Bidder's ability to manage project milestones, deliverables, and timelines in implementing the software solution?	0 2 4 6
10	How would you rate the Bidder's effectiveness at providing maintenance and operation and /or Help Desk support after project System Acceptance?	0 2 4 6
11	How would you rate the Bidder's effectiveness providing training to end users?	0 2 4 6
12	How would you rate the Bidder's effectiveness at providing quality and timely responses to users' questions and concerns?	0 2 4 6
13	How would you rate the Bidder's effectiveness at providing quality and timely resolution to any system-related program compliance issues that required customization or configuration?	0 2 4 6
14	How would you rate the Bidder's performance in working within budget constraints?	0 2 4 6
15	How would you rate the Bidder's overall performance?	0 2 4 6
16	How would you rate the Bidder's willingness and ability to accommodate your organization's working style and constraints?	0 2 4 6
<b>Total Possible Rating</b>		<b>675</b>

By signing below, I declare that I have reviewed the information contained in Exhibit N.1 and that the information is true and correct.

Reference Signature:

Date:

*Michael B. Taylor*

Printed Name:

Michael B. Taylor

Reference Title or role on the project:

Executive Director

Reference Email:

mtaylor@calhousing.ca.gov

Reference Phone:

310 617 1111



**EXHIBIT N.2 – BIDDER REFERENCE FORM**

**Bidder Instructions:** Complete lines 1-6 of this Exhibit N.2, Bidder Reference Form. One (1) form must be used for each corresponding Exhibit N.1 submitted. The reference information below must be consistent with the corresponding Exhibit N.1. Reference forms from CA HCD projects cannot be used to satisfy this requirement. It is the Bidder's responsibility to ensure the reference provide the State PO with the Exhibit N.2 Bidder Reference Form by the due date listed in the Invitation to Negotiate Solicitation, Section 1.F Key Action Dates.

**Instructions to the Bidder's Reference:** The person listed in line 4 must complete lines 8-15. Using the rating scale in line 7, rate your satisfaction with the Bidder who performed the services described on lines 5 and 6. Sign, date, and return this form to the Procurement Official (PO) [Gabe.Nielsen@state.ca.gov](mailto:Gabe.Nielsen@state.ca.gov) by 12:00 pm PST August 6, 2019.

<b>1</b>	<b>Bidder:</b> GCR Inc
<b>2</b>	<b>Project Name:</b> Restore Louisiana Homeowner Assistance Program (RLHAP)
<b>3</b>	<b>Company Name of Bidder's reference:</b> Louisiana Office of Technology Services (OTS)
<b>4</b>	<b>Contact Name and title, Email Address, and Telephone Number of Bidder's reference:</b> David Moore, Agency Relationship Manager, <a href="mailto:david.moore2@la.gov">david.moore2@la.gov</a> , (225) 219-0197
<b>5</b>	<b>Bidder's Involvement in this project (role and responsibilities):</b> David Moore is the OTS project manager.
<b>6</b>	<b>Project Description:</b> RLHAP was the CDBG DR grant program for Louisiana victims of the floods in 2016. GCR provides the grants management system of record.
<b>7</b>	<b>Satisfaction Rating/Points to be completed by the Bidder's reference:</b> Using the following scale: 0 = Unsatisfactory, 2 = Marginal (25 points), 4 = Satisfactory (50 points), 6 = Excellent (75 points)

<b>Circle only one number for each question below.</b>		<b>Satisfaction Rating/Points</b>
<b>8</b>	How would you rate the Bidder's proposed software solution for operating and managing a direct-assist owner occupied reconstruction/rehabilitation program?	0 2 4 <b>6</b>
<b>9</b>	How would you rate the Bidder's ability to manage project milestones, deliverables, and timelines in implementing the software solution?	0 2 <b>4</b> 6
<b>10</b>	How would you rate the Bidder's effectiveness at providing maintenance and operation and /or Help Desk support after project System Acceptance?	0 2 <b>4</b> 6
<b>11</b>	How would you rate the Bidder's effectiveness providing training to end users?	0 2 4 <b>6</b>
<b>12</b>	How would you rate the Bidder's effectiveness at providing quality and timely responses to users' questions and concerns?	0 2 4 <b>6</b>
<b>13</b>	How would you rate the Bidder's effectiveness at providing quality and timely resolution to any system-related program compliance issues that required customization or configuration?	0 2 4 <b>6</b>
<b>14</b>	How would you rate the Bidder's performance in working within budget constraints?	0 2 <b>4</b> 6
<b>15</b>	How would you rate the Bidder's overall performance?	0 2 <b>4</b> 6
<b>16</b>	How would you rate the Bidder's willingness and ability to accommodate your organization's working style and constraints?	0 2 4 <b>6</b>
<b>Total Possible Rating</b>		<b>675</b>

By signing below, I declare that I have reviewed the information contained in Exhibit N.1 and that the information is true and correct.

Reference Signature:

*Thomas A. Burkes*

Date:

*8/1/19*

Printed Name:

*Thomas A. BURKES*

Reference Title or role on the project:

*IT DIRECTOR / STATE ST. PROJECT MANAGER*

Reference Email:

*HBURKES@TOMASBURKES.COM LA.GOV*

Reference Phone:

*225-270-5405*

## **BAFO 2 Narrative Response**



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EXHIBIT O – NARRATIVE RESPONSE REQUIREMENTS

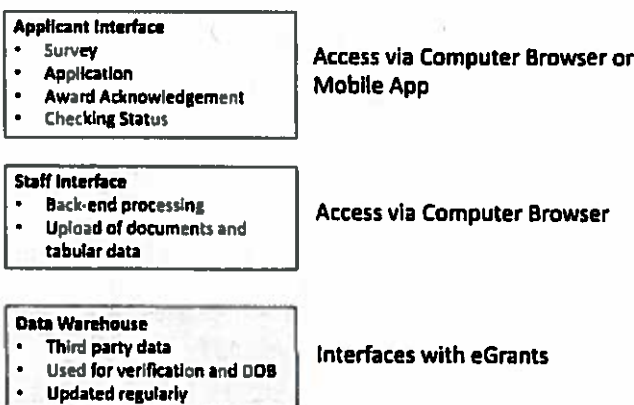
A. IMPLEMENTATION PLAN (M) (NR-A)

*In four two-sided pages or less, the Bidder must describe their project implementation plan to meet the project requirements and the December 20, 2019 deadline identified in the SOW and requirements.*

GCR will meet the requirements of the ITN Statement of Work by implementing eGrants, a proven OOR software that has managed a total of over 300,000 applications for CDBG-DR funded OOR programs. The next section provides an overview of the Office of Technology Services implementation of eGrants and the following sections describe our proposal for OOR implementation for HCD, critical milestones, a schedule for implementation, and key personnel for the project.

**eGrants Overview**

eGrants uses an Oracle database, is hosted at Amazon Web Services (AWS), and is accessed over the internet. As shown in Figure 2, eGrants consists of three major components: Applicant Interface, Staff Interface, and the Data Warehouse.



**Figure 2: eGrants 3 Major Components**

The Applicant Interface is how homeowners interacted with the program from either a computer browser or a mobile tablet, such as Android or iPad. Through this interface homeowners can submit a

survey, complete an application, acknowledge the award calculation, request consultation with a staff person, file an appeal, and check the status of their application.

The Staff Interface is how managers of the program as well as case workers interact with eGrants. The Staff Interface is accessed through a browser and back-end processing/workflow occurs. Work assignments are made, documents and tabular data are uploaded, and notes are drafted and attached to applications. Additionally, award calculations are generated, and closings are scheduled in this module.

The Data Warehouse holds third party data that is used for application verification and for calculation of Duplication of Benefits. Data from FEMA, SBA, and NFIP are regularly updated. eGrants interfaces with the Data Warehouse throughout the workflow. eGrants has the functionality to support OOR from Survey to Closeout and Recapture.

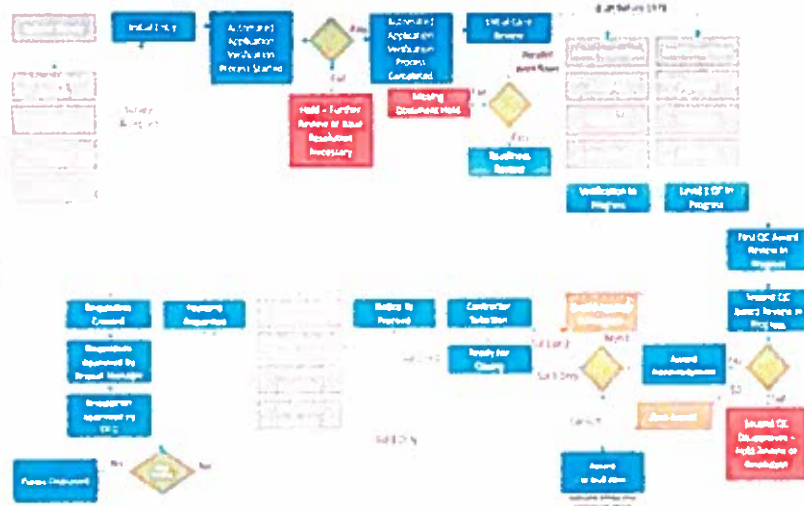
eGrants provides a single platform for HCD, its program management contractor, and applicants to the OOR Program to interact with the program in a meaningful, functional, and user-appropriate manner. Our team brings years of experience working side-by-side with State officials and their consultants to deliver a system that is effective and responsive to users' needs and that facilitates efficient operations over the lifecycle of the program.



## BAFO 2 – Owner Occupied Reconstruction (OOR) System

**Workflow:** Figure 3 is a high-level depiction a sample workflow and the major functions handled by eGrants.

**Survey:** A homeowner starts the process of applying for assistance by requesting a username and password and then using a web-browser on a tablet or a computer to complete the survey. Homeowners that are unable to access the survey online can also contact a Call Center and work with a staff person



**Figure 3: eGrants Workflow**

to complete the survey. Once a survey is complete and submitted, it is assigned to one of six phases defined by the state staff or designated to two other buckets – one for surveys with incomplete information and one for ineligible. When a Survey is put into one of the six phases, an Environmental Review is scheduled.

**Application:** When state staff opens a phase for submission of an application, the respondent is notified and re-accesses eGrants to complete the application. Data from the Survey is automatically brought forward to the Application. When the Application is submitted, an automated verification in eGrants is generated using data from the Application and data from the Data Warehouse to make an initial determination of eligibility. Results of Eligibility criteria verification are shown on the Grant Overview screen as a Green checkmark or Red X as shown in Figure 4.

**Case Review, Home Inspection, Lead Based Paint Review:** After the Automated Verification occurs, three parallel workflows begin. The application is assigned to a Case Worker for verification of eligibility. If any of criteria were marked as “failed” (Red X), the Case Worker can contact the applicant and Override the Automated Verification based on new data provided. The Application is also assigned to a Home Inspector to verify damage and any repairs that had been done. If the home was built prior to 1978, then the application is assigned

Criteria	Start	Damage Level	Owner	Occupant	Primary Residence
Source	3rd Party Verified	3rd Party Verified	Override	Override	3rd Party Verified
Value	August	Not Major	Yes - Owner	Yes - Occupant	Yes - Primary Residence
Determination	✓	✗	✓	✓	✓

**Figure 4: Grant Overview Screen**



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to a Lead Based inspector to determine if remediation is required. Once all three actions are complete the application is passed to a First QA review.

**Award Calculation:** After data from the Home Inspection is uploaded and at the same time the First QA review occurs, eGrants calculates the grant award based on the option selected by the homeowner, estimates for reimbursement, repair and reconstruction, duplication of benefits (e.g. FEMA, SBA, and private insurance), and any policy that tiers the awards. Data for duplication of benefits comes from the Data Warehouse.

**Award Notification:** Once the award is calculated and reviewed in a second QA step, the homeowner is notified of the award.

The applicant has three choices: accept the award, consult the case manager, or file an appeal. Based on the applicant's response, the application can move forward to closing, go to a case manager, or go to an Appeals status.

**Closing, Contractor Selection:** After the award is accepted by the applicant, the path forward through eGrants depends on the option selected by the homeowner. If the award is for reimbursement only, the applicant receives a request to come to a closing and a payment request is generated. Next, the application moves to Funds Disbursed (final stage) after the check is sent to the applicant. If the option includes repair or reconstruction, then the application moves to Contractor Selection before it proceeds to closing. If it includes reimbursement, then a payment request is made. The application then goes into a construction management workflow where a Notice to Proceed is given, inspections are scheduled at certain milestones, inspections are completed, and payment requests are made. If the final payment has been made, then the application moves to Funds Disbursed. If the payment is not the final payment, the application flows back to Resume Construction. This process is repeated until all the work is complete and all the draws have been paid.

**Funds Requisition:** Whenever a payment is requested and approved, eGrants generates a HUD requisition that is reviewed and approved by the finance team and then by state staff before processing to HUD to requisition the funds. The HUD requisition report shows the funds currently requested and the cumulative funds requested by Low and Moderate Income (LMI) and geographical category.

**Reports:** Reports can be generated in multiple formats within eGrants. On any screen where staff generates a list of applications, the data can be exported in CSV, Excel, or PDF format. Additionally, a reporting snapshot of critical eGrants data is refreshed every evening.

### **eGrants for OOR**

HCD states an interest in using eGrants "out of the box" and will adapt business processes to use the functionality that exists within eGrants. In consideration of HCD's preference to do so, GCR recommends modifications as follows in eGrants.

**Survey:** The survey questions regarding the flood event impacting the home, amount of flood damage, existence of flood insurance, etc. used in Louisiana RLHAP will be removed and new questions will be added. Anticipated changes include the deletion of questions, updating the



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wording of questions, or adding new questions (as well as corresponding updates to the database).

**Tiering:** For the RLHAP program, eGrants assigns surveys into one of six phases. Based on the criteria California has stated in the action plan for the OOR program, the logic in eGrants to assign surveys into Applicant Prioritization Tiers will need to be changed. Figure 5 from the approved action plan shows the tiers and the criteria for each.

**Application:** The application used in RLHAP will be modified much like the survey will be modified, including the deletion of questions, updating the wording of a question, or adding new questions (as well as corresponding updates to the database).

**FIGURE 5: OWNER OCCUPIED HOUSING RECOVERY APPLICANT PRIORITIZATION**

	Geography		Owner-occupied Household Income		Property Damaged by CR-4344 or DR-4353
	7/15th impacted areas and Co-Codes City	All Areas That Received a Federal Disaster Declaration	LI: City	A: Income	Major Severe Damage
Tier 1	X		X		X
Tier 2		X	X		X
Tier 3	X		X		
Tier 4		X	X		
Tier 5	X			X	X
Tier 6		X		X	X
Tier 7	X			X	
Tier 8		X		X	

**Figure 5: Tiering Criteria for OOR**

**Award and Closing Documents:** Depending on covenants, releases, etc. required by the program, the award letters and closing documents will be modified to create alignment with the program and applicable state laws.

**Branding:** The RLHAP logo on the first page will be replaced and the program name will be changed to OOR on any screen where RLHAP now exists.

### Things that Will Not be Changed

As stated during the negotiations, HCD has intends to adapt business processes to use the functionality that exists within eGrants. Accordingly, the following will not be changed and HCD will use the functionality as it exists.

- **Data Warehouse:** The data warehouse and the routines to validate address, FEMA damage, and duplication of benefits will not be changed except for ownership and occupancy as discussed above. All data from FEMA and SBA will be in the same format as used for RLHAP.
- **Go Screen:** Except for showing different criteria for the placing of a survey in a Tier, the Go Screen will remain the same.
- **Workflow:** Workflow will remain the same as used in RLHAP.
- **HUD Requisition:** Except for changes to the verbiage on the report, the HUD requisition report will not be changed.
- **Verification of eligibility:** The methods of verifying eligibility will not be changed.
- **Solutions/Options:** The same set of Solutions and Options will be used and will not be modified except for naming conventions.
- **Damage Assessment:** The same methods of entering the damage assessment will be used.
- **Award Calculation:** The same method of calculating the award will be used.





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- **Duplication of Benefits:** No change to the calculation of DOB will be made. If a value like National Flood Insurance Program (NFIP) is not used in this program, it will remain on the page but shown as \$0.

**I. Milestones**

**Implementation Plan**

Implementing eGrants for HCD will involve the following initial steps. These will be accomplished to accommodate the launch of the survey no later than the first week in October.

1. **Create the baseline system, essentially a copy of the current version of eGrants.**
2. **Create a new instance at Amazon Web Services (AWS).** GCR will create the infrastructure at AWS to host a new instance of AWS ensuring HCD that all OOR data are kept in a secured database separate from previous instance of eGrants.
3. **Create a database with the reference data used to define the workflow, create screens, and other core functionality.** At this point HCD will have a working version of eGrants with no applicant data.
4. **Create the website and the interface to OOR eGrants.** GCR will work with HCD to create the portal at [www.ReCoverCA.org](http://www.ReCoverCA.org) with information instructing homeowners how to apply for assistance and a direct link to eGrants where they can create an account and complete the survey. This same link and account will allow them to create an application, check status of their application, receive award information, and complete other program actions.
5. **Rebrand the landing page for ReCoverCA.** GCR will work with HCD to rebrand a homepage along with any other pages for the ReCoverCA program.
6. **Update the survey and the logic to assign surveys to tiers.** Immediately upon award of the contract, GCR will work with HCD program staff to modify the standard survey within eGrants, deleting some questions, modifying others, and adding new questions. Additionally, the logic within eGrants will be modified as necessary to assign surveys to the applicant prioritization tiers.

**Implementation Schedule for Initial Set of Tasks**

Figure 6 is the schedule for the required tasks to ensure the survey is launched as soon as possible following contract execution, but no later than November 1, 2019. The schedule assumes that the contract is awarded on September 13 as defined in the ITN.

TASK	START	END
Create a Copy of eGrants	13 Sep	14 Sep
Create a New Instance of eGrants at AWS	14-Sep	21 Sep
Remove all Data from database	21 Sep	22 Sep
Create the Portal and interface to eGrants	21 Sep	18-Oct
Rebrand Portal and Survey	22 Sep	18-Oct
Update the Survey	14 Sep	18 Oct
Launch the Survey	30-Sep	Following contract execution, the survey will be launched as soon as possible but no later than November 1, 2019

**Figure 6: Schedule for Initial Tasks**



**Implementation Activities after Initial Implementation to Launch Survey**

The major activities that must be completed after the survey is launched are:

- Modify homeowner application as required
- Update the Award and Closing Documents
- Rebrand the application and all pages of the Staff Interface
- Training

**Modify homeowner application:** Just as the existing Survey can serve as the basis for the OOR survey, the eGrants standard homeowner application will be the basis for the OOR homeowner application. GCR will meet with HCD program staff to determine what changes need to be made to the homeowner application. These customizations will be made to ensure that the online application can be launched by December 20, 2019.

**Update the Award and Closing Documents:** GCR will work with HCD to update the Award notification and Closing documents as necessary.

**Rebrand the application and all pages in the staff interface:** The logo on the log in page will be replaced with an HCD/OOR logo. On every page where it now says RLHAP, this will be changed to OOR.

**Training:** As defined in the Narrative Response M "Training Plan" GCR will prepare the necessary training, training plans, documentation, and deliver the training to HCD staff. Training materials will be updated as the program progresses.

**Key Risks Involved with the Implementation**

Section E below describes the key challenges faced by a disaster recovery program, challenges specific to the OOR program, and our approach to meeting them. The biggest risk to the implementation that we see is that the OOR program is still in design while the stated objective is to use eGrants "out-of-the-box." While eGrants has all the necessary calculations, duplication of benefits, and workflow to allow HCD to process an application from submission to close out, our experience is that every disaster recovery program has unique requirements. We believe that the software will need to be tailored to meet the final decisions made relative to policy and procedural considerations. Given the need to implement as quickly as possible while program decisions are still being made combined with stated objective to match work processes to the existing workflow will create challenges that must be addressed by GCR and the HCD program team as the program proceeds and the software is modified as necessary.

**II. Schedule**

**Schedule of Tasks after Initial Implementation**

Figure 7 presents a schedule for the tasks after the initial implementation, which is, in part, dependent on decisions HCD will make once the Survey is launched and homeowners respond. The homeowner online application will launch before December 20, 2019.

TASK	Start	End
Modify homeowner application as required	30-Sep	15-Nov
Modify Award and Closing Documents	15-Nov	15-Dec
Rebrand the Application	15-Nov	20-Dec
Training	6-Oct	20-Dec

*Figure 7: Task after initial implementation*



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### III. Communications

From our experience with other recovery programs, GCR understands the importance of communications with program management. Immediately upon contract award, GCR will have key personnel onsite in Sacramento to begin meetings with CDT and HCD to discuss the project plan, schedule, and to review requirements. Throughout the term of the program, GCR staff will work side-by-side with CDT and HCD to review and calibrate requirements and directives. GCR will develop and submit plans as defined in the deliverables attachment and will create weekly reports for HCD.

### IV. On-site and Off-site Work

Activities requiring interfaces with HCD staff will be performed on-site in HCD offices in Sacramento. Software development tasks will be performed by GCR staff in the Fairfax, VA. Requirement gathering, Training, and User Acceptance Testing will be done in HCD offices.

### V. Key Personnel

GCR will assign staff with the experience and expertise in disaster recovery programs, including the technical staff with working knowledge of eGrants and consultants familiar with HCD and the OOR. Table 1 identifies the key personnel who will be assigned to this project.

**Table 1: Key Personnel**

Name	Position Title	Key Responsibilities	Staff Role
Angele Romig	Executive Sponsor	GCR Executive Responsible for the Success of the Program	Key Staff
Stefanie Ferraro	Project Manager	Manage day-to-day project responsibilities, interfaces with CDT and HCD, manages the technical staff	Key Staff
Sandy Jones	Lead Business Analyst	eGrants functionalist SME, works with HCD, PM and developers	Key Staff
Ashish Patil	Lead Developer	eGrants database administrator, and lead development efforts	Key Staff
Priscilla Bakthinathan	Lead Tester	eGrants tester, functional knowledge of eGrants	Support Staff
Ted Guillot	OOR SME	HUD CDBG program requirements SME	Support Staff
Jared Lee	OOR SME	HUD CDBG program requirements SME	Support Staff





## B. QUALITY ASSURANCE PLAN (M) (NR-B)

*In two two-sided pages or less, the Bidder must describe their approach to system testing and quality assurance for this project.*

### I. Developing Test Scripts

In compliance with the SOW and the revised deliverables in Exhibit Q, GCR will be responsible for the professional quality and timely completion of all activities to be executed under the Agreement. GCR will maintain quality assurance logs to be submitted weekly to the HCD Project Manager for review and approval.

GCR will create and submit a Quality Assurance Plan by October 1, 2019. The plan will contain a System Test Plan and test scripts for the portal, survey, and placing of surveys into Tiers. These test scripts will be based on existing test scripts and will be submitted to HCD for approval. As additional functionality is rolled out, additional test scripts will be created and submitted to HCD for review and approval.

### II. User Acceptance Testing

User acceptance testing provides an opportunity for the end users to test eGrants. UAT will be completed by HCD personnel, or others as determined by HCD. Requirements are used as a baseline for UAT to verify that the software's behavior is consistent with the requirements. UAT is performed to ensure the software performs at an acceptable level to support the day to day business operations for the end users. The successful completion of UAT implies the reviewers are confident the delivered software meets the requirements and is eligible for implementation into a production environment.

GCR will establish a QA environment at AWS that can be used for acceptance testing. This site will normally hold test data that can be used for acceptance testing. However, the QA environment will be refreshed with production data as requested by HCD.

GCR will ensure that each test cycle is completed with no blocker, critical, or major defects before moving from the QA environment into the production environment.

### III. Aligning testing and test results to requirements

The test plan, test scripts, and UAT will be based on the requirements established by HCD. As part of the Quality Assurance Plan, GCR will create the Requirements Traceability Matrix (RTM). The RTM will be developed in conjunction with HCD staff after a thorough review of eGrants. Since it is the stated objective of HCD to use eGrants "out of the box," the RTM will identify the existing functionality within eGrants that will be used "out of the box." It will also identify anything that must be changed to meet the requirements of the OOR program.

The test plan and test scripts will then be based on the RTM to assure HCD that the existing functionalities of eGrants function as designed and that modifications meet the requirements.

### IV. Resolving testing and quality assurance issues

If there are testing issues that arise during UAT, they will be documented by the testers and given to GCR. If the testing issues are minor, can be easily corrected, and do not stop the rest of UAT, GCR will create a patch and deploy it to QA. If the issue is a blocker, UAT will stop until the blocker can be corrected, tested, and deployed to QA. GCR will ensure that each test



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cycle is completed with no blocker, critical, or major defects before moving from the QA environment into the production environment.

The QA Plan will include a Defect Management Process with definitions for severity level to describe defects and the response parameters for addressing the defect. Please see the table below and note that within the full QA plan the Defect Management Process will be included.

Severity Level	Priority	Definition	Response	Status Reporting to Customer	Resolution
1	Blocker	No system feature is currently functioning application is completely unavailable or severely impaired Multiple people are, or the entire office is unable to function No suitable workaround is available	Within 1 hour	Updates via email at least twice daily	Patch to current deployment
2	Critical	System is not functioning properly or a core component of the system is no longer functional Work is able to continue in an acceptable capacity with a sufficient workaround	Within 1 business day	Updates via email at least once daily	Patch to current deployment
3	Major	Loss of minor function or problem where easy workaround is present	Within the current release/ as scheduled with client	Via normal Sprint process	Current release/ Next Release
4	Minor	System is functioning according to design specifications. Incident can be regarded as non-business essential, a possible enhancement or future feature suggestion	As scheduled with client	Via normal Sprint process	Determined by Backlog
5	Trivial	Cosmetic issues (i.e., misspelled words, misaligned text, tabbing issues, etc)	As scheduled with client	Via normal Sprint process	Determined by Backlog

As stated in the SOW, HCD will be the sole judge of the acceptability of work performed, work products delivered, and services provided by GCR.

### V. GCR Quality Assurance Procedures

GCR has an existing Quality Assurance Plan for eGrants that will be implemented for this engagement.

**Test Strategy/Methodology:** The testing strategy includes unit, functional, and regression testing. The responsible team members, environment allocation, and entrance and exit criteria for movement to the next phase of testing are indicated within this section.

**Unit Testing:** Unit testing verifies isolated functions of the software are correct. Functional and technical specifications serve as guidelines for development and provide the basis for unit testing.

**Responsibilities:** Unit testing is the responsibility of the developer and is performed in the development environment.

**Exit Criteria:** For unit testing, the following exit criteria should be met prior to moving from unit testing to functional testing:

- Unit testing must be completed such that each functional requirement is addressed using the approved technical specifications
- Menu paths to any custom or modified pages are tested to ensure there are no obstacles to accessing the requested page



- Role-dependent accessibility to pages is tested
- Testing must be done to confirm pages save with the appropriate data during inserts and updates (including default values) and that the data is stored in the appropriate tables
- Cover boundary cases (e.g., for numbers test negatives, zero, positive, small, and large) using valid and invalid values and /or transactions for test data
- Error handling conditions and standards are validated
- Any calculations regarding totals and the like are validated
- Sorting, page breaks, and filtering are tested
- Interface file output should be compared against the requirements
- Any development that deviates from the approved technical specification is documented by updating the technical specification. The change is clearly noted (e.g., bolding or highlighting the change).
- Any issues impeding the successful unit testing of the feature are addressed prior to functional testing
- The war file and forms executable files containing the unit tested feature are deployed to and the database scripts are run in the test database and instance prior to functional testing.
- The corresponding JIRA ticket(s) are updated from an 'In-Work' to 'Resolved' status

### **Functional Testing**

Functional testing focuses on the specific features of the software as a whole from the user's point of view. A requirements-based testing methodology is used. Minimal integration testing may be done but should not be an exhaustive test of the functionality outside the scope of the unit tested change. That level of testing would fall under the scope of regression and/or end-to-end system testing.

**Responsibilities:** Functional testing is the responsibility of the lead tester and supported by a team of testers and is performed in the test environment.

**Exist Criteria:** In terms of functional testing, the following exit criteria are met prior to moving from functional testing to regression testing, UAT, or a production environment:

- Test scripts were successfully performed and any defects resulting from test script failures were resolved and successfully re-tested
- The corresponding JIRA ticket(s) should be updated from an 'In-Testing' to 'Verified' or 'Closed' status

### **Regression Testing**

The focus of regression testing is to ensure the end-to-end functionality of the software has been retained in light of the additional enhancements or changes to existing code.

**Responsibilities:** Regression testing is the responsibility of the lead tester and is done using the test environment and database.

**Entrance/Exit Criteria:** The following exit criteria will be met:

- Regression test cases and scripts were successfully performed
- Defects resulting from the failure of regression test scripts have been documented in JIRA



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- Once the release has been deployed to the pre-production or production instances, a smoke test is also done in those environments to ensure a successful deployment of the release has occurred

**Defect Reporting:** JIRA will be used to track defects resulting from testing. The following information will be entered on the JIRA ticket:

- Corresponding project
- Issue type (e.g., bug, goal, improvement, change request)
- Brief summary of the issue
- Priority of the issue to indicate importance (i.e., blocker, critical, major, minor, trivial)
- Software release the issue affects
- Reporter of the issue

**Release Notes:** Release notes provided by GCR will be used as guidance for UAT to provide a high-level description of the functionality to be tested. Depending upon the complexity of some issues, a demo by a GCR team member may be requested and provided.



**C. SYSTEM DISASTER RECOVERY PLAN (M) (NR-C)**

*In two two-sided pages or less, the Bidder must describe their system disaster recovery plan for this project. Include information about: I. backup locations, II. backup testing schedules and frequency, III. installing backup data in the event of a disaster, and IV. communications to both internal and external users*

GCR's Disaster Recovery Plan is based on the services of Amazon Web Services (AWS) and its own back-up and recovery procedures.

As shown in Figure 8, GCR backs-up the database within AWS and AWS backs-up the entire cloud to multiple locations. Between the actions of both GCR and AWS, HCD can be assured the data are safe and can be recovered in case of a disaster.



Figure 8: AWS Backup Architecture

**GCR Back-up and Recovery Procedures**

In addition to the back-up and recovery of data with AWS, GCR backs-up the code base every night on our servers. Back-ups of the local TEST and DEV environments are stored off the GCR premise at Ntiva, GCR's IT support vender. These backups are schema level backups that are scheduled to run automatically every night. The TEST and DEV data does not include Personally Identifiable Information (PII).

AWS cloud provides tools to create backup (snapshot) of databases and the application servers. Database and application servers will be backed up daily at 11 pm Pacific Time (or at a specific time identified by HCD). These backups (snapshots in AWS) will be created in the same region where the database exists.

The production database will be configured with Multi-AZ (Multiple Availability Zones) feature. When the database is configured with Multi-AZ, the primary database resides in the AWS users default region and the secondary database (also called as the stand-by database) instance lies in another geographic location of the US region. For example, if the default region for the AWS user account is US-West, the primary database when created will reside in the US-West location. With the Multi-AZ feature set to on, the stand-by database will be placed in US-East location. In the event of a crash to the primary database, the AWS steps in to make the stand-by database as the primary database. Depending on the size of the database, this switch (failover) will be completed in minutes. The failover is transparent to the end user and the web application is available as soon as the failover is completed. AWS Cloud watch email notification can be sent to the stake holders to notify of the failover event.

Secondly, a cross region automatic disaster recovery solution will be developed with AWS DB Snapshots and AWS Lambda functions developed using AWS CLI and python. The DR solution will:

- a. Enable the important database event notification on the primary database
- b. Create backup snapshots of the database and web server daily.
- c. Copy these backups to another AWS region every day.





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- d. The backup copies that are now in another AWS region, will be used to restore and recreate the database and web/application servers in the event of database crash in the primary region.
- e. AWS Lambda functions will be used to recreate the database in the disaster recovery location from the back-up snapshots.
- f. While the restore is in progress, notification will be sent to the stake holders about the event. A maintenance page will be set up for eGrants users letting them know about the system availability.
- g. The configuration of the web application servers will be quickly modified to point to the new database location.

Figure 9 summarizes the cross-region DR solution.

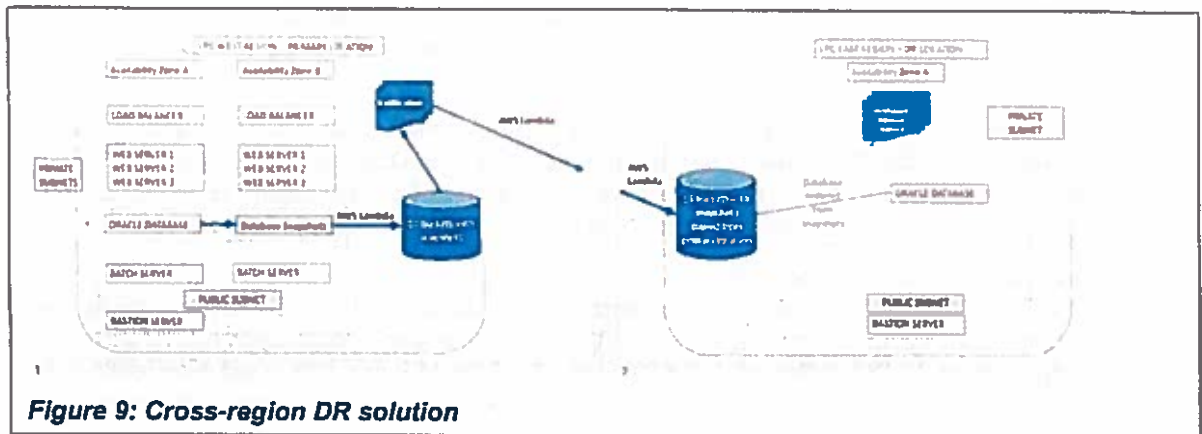


Figure 9: Cross-region DR solution

### I. Backup Locations

The AWS Cloud spans 69 Availability Zones within 22 geographic Regions around the world, with announced plans for 9 more Availability Zones and three more Regions in Cape Town, Jakarta, and Milan.

### II. Backup Testing Schedules and Frequency

Copies of all data uploaded to Amazon S3 and Amazon S3 Glacier are created and stored across at least three devices in a single AWS Region.

Data backups are performed every night automatically by AWS for PROD and QA environments. The AWS automated backup feature performs “full backups” for both the Production and QA databases daily. Database and TomCat Server Backups are maintained for 30 days in primary AWS Eastern Zone/Location.

Copies of Backups [after 30 days] are maintained indefinitely in a secondary AWS Zone/Location.

Backups of Database and TomCat Servers are captured just prior to any eGrants Functionality Release, which is available to be stood up for audit history of eGrants functionality available on a particular date.



### **III. Installing Backup Data in the Event of a Disaster**

The PROD and QA databases are configured and stored redundantly on multiple devices across multiple AWS availability zones. If, for example, the AWS Eastern Zone/Location “fails”, then the copy that is maintained in AWS Western Zone/Location takes over.

An availability zone is a logical data center in a region available for use by any AWS customer. Each zone in a region has redundant and separate power, networking and connectivity to reduce the likelihood of two zones failing simultaneously. A common misconception is that a single zone equals a single data center. In fact, each zone is backed by one or more physical data centers, with the largest backed by five.

While a single availability zone can span multiple data centers, no two zones share a data center. Abstracting things further, to distribute resources evenly across the zones in a given region, Amazon independently maps zones to identifiers for each account. This means the US-east-1a availability zone for one account may not be backed by the same data centers as US-east-1a for another account.

In each zone, participating data centers are connected to each other over redundant low-latency private network links. Likewise, all zones in a region communicate with each other over redundant private network links. These intra and inter-zone links are heavily used for data replication by a number of AWS services including storage and managed databases.

#### **Requests to Retrieve Backups**

When GCR makes a request to retrieve data from S3 Glacier, we initiate a retrieval job for an archive. Once the retrieval job is complete, the data will be available to download or access it using Amazon Elastic Compute Cloud (Amazon EC2) for 24 hours. There are three options for retrieving data with varying access times and cost: Expedited, Standard, and Bulk retrievals.

Expedited retrievals allow quick access to data when occasional urgent requests for a subset of archives are required. For all but the largest archives (250MB+), data accessed using Expedited retrievals are typically made available within 1 – 5 minutes. There are two types of Expedited retrievals: On-Demand and Provisioned. On-Demand requests are fulfilled to complete the retrieval within 1 – 5 minutes. Provisioned requests ensure that retrieval capacity for Expedited retrievals is available when needed.

Standard retrievals allow access to archives within several hours. Standard retrievals typically complete within 3 – 5 hours.

Bulk retrievals are S3 Glacier’s lowest-cost retrieval option, enabling retrieval of large amounts, even petabytes, of data inexpensively in a day. Bulk retrievals typically complete within 5 – 12 hours.

For the OOR program, GCR will run a test of the recovery process in case of a disaster. GCR will use the QA site for the test, which will occur no later than November 29, 2019. A specific date will be included in the project schedule. The site will be wiped clean of all data. Then GCR will recover a back-up from AWS and install it in the QA site. HCD and CDT can then test to ensure that the site is fully recovered.



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### **Time to Recover after a Disaster**

The application program and the database will be up and running within 24 to 48 hours of a disaster.

### **IV. Communications to Both Internal and External Users**

The Disaster Recovery Plan deliverable will identify a communication tree for notification and coordination of disaster recovery events. The communication tree will describe the individuals and touch points to support disaster recovery actions and outcomes.





**D. TRAINING (M) (NR-D)**

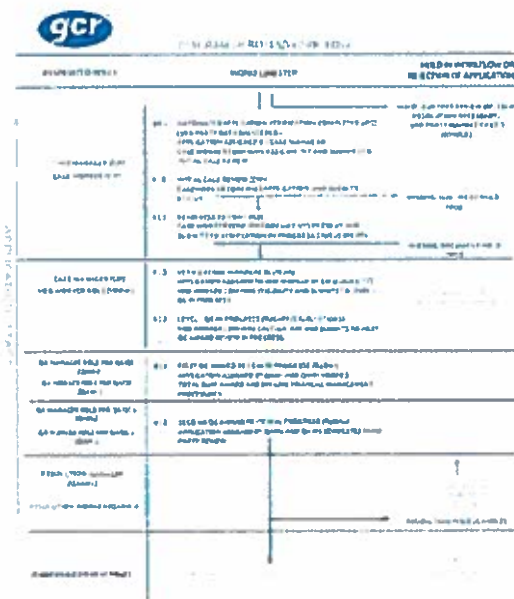
*In one two-sided page or less, the Bidder must describe their approach to training both internal and external users for this project. Include information about: I. training materials and methods, II. training for updates and upgrades, III. external user resources, and IV. on-site and remote training*

**I. Training Materials and Methods**

GCR's experience with on-site, self-administered, and virtual training for functional and technical users informs the training services to be provided to HCD. Leveraging materials and methods developed for prior implementations of eGrants, GCR will create a customized training program for HCD that considers HCD's specific training needs and user community, including HCD external users. The training program will consist of role-based, train-the-trainer, and user acceptance training, delivered over various mediums, such as webinars, instructional videos, group training, one-on-one training, documentation, and other means, as appropriate. GCR will provide a training environment that is separate from the user acceptance environment and production environment.

GCR will create and submit to HCD for approval a training plan inclusive of a schedule of training activities and the modes of training that will be conducted for each type of user, as well as a plan for tracking attendance in training classes. A post training feedback survey will be used to assist in evaluating the training. GCR will develop and provide training resources, such as technical environments, class materials, process flows and procedures, user manuals, quick reference guides, and online tutorials. Printed training materials will be provided to all locations and employees that provide HCD services.

Users will have access to training and instructions to complete basic business functions within the system, including logging in, completing forms, uploading documentation, submitting forms and documentation, and initiating and responding to System managed communications. Reasonable accommodations will be offered in accordance with the Americans with Disability Act (ADA). GCR will offer role-specific training for system administrators and staff users, providing each user type with instruction on how to use the System as it relates to their roles. Instructional documentation for the system can be customized, as needed, for other user types with more limited roles and permissions. Figure 10 is a sample training document depicting workflow and roles.



**Figure 10: Workflow Training Diagram**

**Pre Go-Live Training**

Prior to launching eGrants in the production environment, GCR will offer training to:

- HCD external users – at least two webinars for external user training will be posted to HCD's website and linked to the System portal



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- Up to fifteen HCD internal end users
- Up to five system super users
- Up to three HCD product administrators

The two webinars for external users will be focused on completion of the survey and the application. The webinar will focus on homeowners as users requiring access to the external interface.

The training for the HCD internal users will address the external interface for surveys and applications and the staff interface for processing of the applications, calculating awards, disbursing funds, and the other components of the system workflow. It will provide end-to-end training that covers the information required to access and use eGrants.

Training for the system super users and product administrators will have additional materials relevant to roles and responsibilities. GCR presents a custom approach in this regard. The additional training for super users will focus on the ability to be the first line of support for both internal and external users. It will also include training on the reporting functions of eGrants. Product administrators will also receive training on setting up accounts and assigning roles in addition to the training for internal users and super users.

### ***Post Go-Live Training***

When a new release is promoted to QA for UAT, release notes will be created that explain the changes completed. At the start of UAT, GCR will conduct a presentation to the users that reviews the changes and demonstrates new functionality. Following acceptance, training materials and system and support documentation will be updated to reflect system changes.

### **II. Training for Updates and Upgrades**

Training will be updated upon updates to the software. Training materials will be submitted to HCD for approval. The training plan will fit into existing HCD training schedules.

When a new release is promoted to QA for UAT, release notes will be created to explain the changes made. At the start of a UAT, GCR will present to the users the update(s) and will demonstrate the new functionality.

### **III. External User Resources**

GCR will provide role-based training for all impacted HCD staff, both business and technical users, and external users carrying out the program management, such as case managers, who will assist applicants in using the system. GCR will create role-based training plans. All plans, schedules, and documents, including training materials, user guides, and desk manuals created by GCR will be reviewed and approved by HCD.

### **IV. On-site and Remote Training**

GCR will supply training modes, such as webinars, hands-on/classroom, regional workshops, online tutorials, and help screens. GCR will develop and provide training resources, including technical environments, class materials, process flows and procedures, user manuals, quick reference guides, online tutorials, help screens and other training aids as mutually agreed upon.



**E. KEY CHALLENGES (M) (NR-E)**

*In four two-sided pages or less, the Bidder must describe: I. Describe program and system key challenges faced in past similar implementation projects, and respective solutions. II. Describe potential program and system key challenges identified in the attached SOW and requirements, what makes them key challenges, and proposed solutions.*

GCR has extensive experience and expertise is supporting CDBG-DR programs starting in Mississippi in 2006 and continuing through the Restore Program in Louisiana.

**I. Describe Key Challenges Faced in Past Similar Implementation Projects, and Respective Solutions**

**Mississippi Homeowner Assistance Program:** After Hurricane Katrina moved through the Gulf Coast and central Mississippi regions in 2005, leaving towns and homes obliterated in its wake, the Mississippi Development Authority (MDA) was tasked with administering more than \$5 billion in Community Development Block Grants (CDBG) to assist with the State's disaster recovery. GCR was selected by MDA to provide its eGrants application software to support the State's Homeowner Assistance Program specifically targeted at residential home rebuilding initiatives. Relying on eGrants as its system of record, MDA approved more than \$2.1 billion in direct assistance to more than 27,000 homeowners whose houses were either damaged or destroyed by Hurricane Katrina's storm surge.

With an overarching program objective of jumpstarting the rebuilding effort as quickly as possible, GCR's baseline grants module was customized to support a consumer-oriented program administration framework and deployed and accepting homeowner applications within three weeks after program requirements were finalized. Over 13,000 applications were accepted via eGrants within the first month of operations. A common data warehouse was developed with interfaces to eGrants to facilitate timely exchange of home ownership verification, insurance claim reimbursement and grant settlement and disposition data, key criteria in determining each homeowner's grant fund eligibility.

**Louisiana Road Home:** Faced with the unprecedented recovery effort caused by Hurricanes Katrina and Rita, the State of Louisiana's Recovery Authority (LRA) and Office of Community Development (OCD) turned to GCR to provide a software platform to support disbursement of rebuilding grants to its homeowners affected by the devastating storms. This groundbreaking Road Home compensation program, with some \$10+ billion in Federal Housing and Urban Development (HUD) Community Development Block Grant funding, represents the largest single housing recovery program in U.S. history. Originally installed in 2006, eGrants provided the processing backbone for managing some 150,000 residential grant applications through the intake, eligibility review and verification, grant award calculation and approval, and closing processes.

Our team was able to rapidly configure and customize its baseline grant application module to support a pilot program launched within the first month after project initiation. Despite subsequent policy and programmatic shifts and significant changes to homeowner application and third-party data verification needs, this pilot implementation was easily adapted to provide full grant administration lifecycle support. Providing online application submission and status review capabilities, eGrants was customized with a rules-based Homeowner Grant Calculator



## **BAFO 2 – Owner Occupied Reconstruction (OOR) System**

engine to provide compensation options for which applicants were eligible based on key variables, including home value, damage assessments and previously received insurance and Federal benefits. State internal audit, approval and quality control procedures were incorporated along with critical interfaces to support financial transparency, budget and third party closing/check disbursement.

***New Jersey Superstorm Sandy Incentive Program:*** Superstorm Sandy caused unprecedented damage to New Jersey's housing, business, infrastructure, health, social service and environmental sectors. Over 346,000 homes were damaged or destroyed.

In response to this disaster, New Jersey applied for and was granted a HUD CDBG grant to help homeowners of damaged or destroyed homes rebuild or repair their homes. The Superstorm Sandy Housing Incentive Program (SSHIP) consisted of three major programs: Homeowner Resettlement program; Reconstruction, Rehabilitation, Elevation and Mitigation Program (RREM); and Small Rental Program.

GCR modified eGrants and launched it within 18 days of contract award. GCR's involvement continued until all applications had been received and the awards for the first grant program had been completed. Over \$1.5 billion in grants were awarded using the GCR software.

***Restore Louisiana Homeowner Assistance Program:*** When Louisiana received HUD CDBG-DR funds to assist homeowners whose homes were damaged or destroyed by the March and August flood events in 2016, the Office of Community Development, Disaster Recovery Unit (ODC/DRU) turned to GCR to create a grants management solution that would be the system of record for RLHAP. Unlike the Road Home program which was a compensation and buyout program, RLHAP is a reimbursement, repair, and reconstruction program. In addition, RLHAP required a survey, phasing of homeowners, both a state management and homeowner managed repair program, state managed reconstruction program, parallel workflows, a data warehouse, and access by homeowners through tablets in addition to PCs. GCR proposed to modify its eGrantsPlus software as the fastest and most efficient way of meeting program needs.

Today, eGrants manages the entire process from beginning (submission of a survey) to end (disbursement of funds) including recapture and appeals. Since the first release of eGrants, GCR has worked closely with both OCD and the project management contractor to make the necessary modifications to the program to accommodate program and policy changes.

The adaptiveness of eGrants is relevant and offers a business solution for recovery agencies.

### **Key Challenge - Responsiveness**

In every disaster recovery program where GCR has provided the grants management software, the greatest challenge – one that GCR has successfully met each time – has been to respond to the demands of an ever-changing set of requirements brought about by program and policy changes. In every disaster recovery program, an Action Plan is written based on a set of assumptions concerning the number of homeowners that would apply, the average damage per home, duplication of benefits per homeowner, and similar items. Then, after the program begins and the assumptions are refined, the Action Plan is usually amended, requiring changes to policy, procedures, and the software.





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## BAFO 2 – Owner Occupied Reconstruction (OOR) System

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For example, with RLHAP, Louisiana's Office of Community Development (OCD) originally assumed that the demand would exceed the dollars available. We partnered with OCD and drafted a survey with all respondents assigned to phases. Awards for non-LMI applicants were tiered (only a fraction of the award was paid). When the number of surveys submitted was less than expected and the total damage assessments were less than expected, the OCD realized that more money could be distributed to non-LMI homeowners. The plan was amended, policies and procedures changed and the requirements for the award calculations updated, not only for homeowners going through the process, but also for those that had already received grant award.

Similarly, the workflow that was designed and approved by OCD and implemented in eGrants paid homeowners who had completed some repairs at the time of application. Realizing that many homeowners needed to be reimbursed for work already completed to pay additional repairs, OCD changed its policy and then required reimbursements be paid before repairs began. Software had to be modified to accommodate this policy change not only for those homeowners starting through the workflow but also for those who had begun repairs either with their own contractor or with a state-run repair contractor.

These are but two of the many times a change is made to the program plan or to policies which require modifications to the software. Some can be met with changes to configuration parameters, but most are changes never envisioned at the start of the program. Whether by configuration changes or code changes, the common factor is the desire by the program to get it done quickly. Numerous times GCR has been asked to make a change on Friday with the program expecting it to be in production by Monday.

Throughout disaster recovery programs projects, GCR has established a solid reputation for responsiveness. GCR has, when emergencies arise, or a programmatic change demands immediate modifications to the application, made a change directly into the production environment over the weekend. More likely is an immediate modification in GCR's development environment, promotion to QA for testing and then promotion to production all in very short time.

GCR achieves this level of responsiveness by:

- Being committed to the success of the disaster recovery program
- Understanding that this is about putting people back in their homes
- Using business analysts, developers and testers with not only the necessary experience and expertise but, equally important, with a commitment to serving victims of the disaster
- Working closely with the program management to find the most effective and efficient way to meet the changing requirements
- Devoting the hours necessary to get the job done as quickly as possible

### **II. Describe Potential Key Challenges Identified for HCD Based on the Bidder's View of the Entire Solicitation Package (SOW, Requirements, Deliverables)**

#### **Alignment Between Software and Program Design**

Recognizing that the OOR program is in design, it is to be expected that the software will need to be tailored to meet the final decisions made relative to policy and procedural considerations. The timing of when design decisions are finalized, the clarity with which those decisions can be



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## **BAFO 2 – Owner Occupied Reconstruction (OOR) System**

translated into business requirements for the software, and the complexity of the software modifications required to align the system with the final program design will pose challenges to the desired timeframe for the software to be implemented and the program to be launched. GCR is ready.

### **Responsiveness to Results of Survey**

Looking beyond the initial program design, HCD has indicated that it will consider changes or refinements to program policies following receipt and analysis of the survey results. Depending on when the initial program design concludes, when the survey results are received/reviewed, and what program modifications are required based on survey results, there will likely be challenges relative to modifying the software while HCD seeks to move forward with program launch.

### **Timing of OOR Program Management Contractor Selection**

It is typical of recovery programs that the team managing the day-to-day operations will seek modifications to the software associated with the program. In some cases, the desired modifications are related to differing approaches to program design, while in other cases they result from a contractor's preferences about procedural or workflow elements. Challenges based on the potential for misalignment between the timeframe for hiring a program management contractor in relation to the anticipated finalization of program design, the release of the survey, and program launch are relevant.

## **III. What Makes Them Key Challenge, and Bidder's Proposed Solutions the These Key Challenges**

### **Alignment Between Software and Program Design**

A smart, forward-looking approach to software development coupled with a deep understanding of housing recovery program design and management is the best way to address challenges associated with aligning the software and final program design decisions. Our team includes technology professionals that have spent 10+ years working to deliver software for housing recovery programs as well as CDBG-DR subject matter experts that have developed and implemented multiple housing recovery programs. In short, the combined technological and programmatic expertise that our team brings to HCD enables us to provide a software solution that is as ready to go out of the box as any product can be. Furthermore, we have great people to address modifications needed to tailor the software to the final program design, including skilled Business Analysts, experienced CDBG-DR housing program SMEs, and agile, responsive developers.

In addition, we are skilled at partnering with our clients to understand the nuances of program design and building the business requirements that reflect policy and procedural decisions and result in effective and efficient software modification efforts. We will work with HCD to ensure clear requirements are written, that the requirements achieve HCD's goals, and that there is a transparent and accountable change control process.



**Responsiveness to Results of Survey**

HCD's use of a survey to gather information on overall housing recovery needs and the specific needs of individual property owners will provide a wealth of data that can inform decisions relative to key program policies, from the types of assistance most needed to the locations of properties most likely to qualify for funding. The analysis of the survey results is likely to result in HCD to consider changes or refinements to program policies and procedures. With the goal of moving to program launch as quickly as possible, aligning the initial program design effort, the implementation of the OOR software, and the modifications to the program design resulting from the survey could prove to be challenging. Similar to our approach to aligning the software with the initial program design, the combination of our technology professionals and CDBG-DR housing recovery subject matter experts will be invaluable in coordinating whatever software changes follow the survey period.

Specifically, we will present HCD with an analysis of the proposed changes and timeline for completing them. Equipped with an understanding of the impacts of the changes to the overall program launch effort, HCD will be empowered to make informed decisions that are reflective of the program in its entirety and at the individual applicant level. Anticipating outcomes and presenting scenarios provides a forward-looking perspective that is critical to the decision-making process.

**Timing of OOR Program Management Contractor Selection**

HCD will select a contractor to manage the OOR program that will bring its own experience implementing similar housing recovery efforts and, understandably, its own perspective on policies and procedures for HCD's program. Our team brings years of experience serving as liaisons between grantees and their program management teams. In that role, we have supported both parties in establishing and prioritizing proposed system changes, developing business requirements, estimating development costs, and implementing agreed upon modifications. We will leverage our expertise to ensure HCD has a clear understanding of the input received from its program management team relative to requested software changes and how the changes will impact program operations and applicants.

Furthermore, we are not just software developers. We are a team of individuals that have worked as government officials and consultants on many housing recovery programs. The breadth of our experience provides us with a well-rounded perspective and thoughtful approach to navigating challenges that can result from misalignment between the timeframe for hiring a program management contractor in relation to the anticipated finalization of program design, the release of the survey, and program launch.



**F. PORTAL DESIGN AND IMPLEMENTATION (M) (NR-F)**

*In two two-sided pages or less, the Bidder must describe their portal design and implementation strategy for this project plan. Include information about: I. The use of Geo-code, II. Backups, III. Configure/test database maintenance, IV. Configure/test Disaster Recovery database.*

GCR has extensive experience in creating website portals. eGrants, the grants management system used by the Restore Louisiana Homeowner Assistance Program, is built around a portal technology that provides a single site where homeowners can submit surveys, create applications, upload documents, receive notices, check status, accept awards, and file appeals. Case workers and HCD staff also have a single site where they can review surveys and applications, manage the workflow, process applications, determine eligibility, and interact with applicants.

**GCR Experience Building Websites**

Two examples of GCR's websites are the New York Governor's Office of Storm Recovery and Louisiana Recovery Authority.

GCR worked with the New York Governor's Office of Storm Recovery staff and contractors to assess the data needs for HUD reports and compliance. One of the major tasks in this initiative was to develop a recovery analytics dashboard. This web-based application aggregates federal funding sources into four major areas of recovery: Housing, Economic Development, Community Reconstruction, and Infrastructure. The portal provided a breakdown of the funding allocated, obligated and disbursed within each of the aforementioned areas. It allowed filtering of this data by recovery program, project type, and location. Results display in summary and detail using tabular and graphic displays. The recovery portal provided users with a simple and user-friendly interface containing the latest data sets available from the Governor's Office of Storm Recovery as well as various Federal and State agencies.



Figure 11: GOSR website

In 2009, for the Louisiana Rebuild program, GCR created a website and portal to provide reports on recovery-related infrastructure projects to the Governor's office, the Louisiana Recovery Authority, and the public. The system was the primary reporting vehicle to track infrastructure projects and expenditure of funds related to hurricane recovery. The application combined recovery projects from various data sources into a central repository and allowed filtering of this data by disaster, applicant, project type, funding, and location. The results are displayed in both tabular and graphic format. The project level data was geo-coded to provide the map interface.



Figure 12: LA Recovery Authority





**Design of the www.ReCoverCA.org**

GCR will work closely with HCD to create a portal and website at [www.ReCoverCA.org](http://www.ReCoverCA.org) that will serve the following purposes:

1. Provide the necessary information to homeowners about the program, the process of completing a survey, HCD's plan for putting homeowners into tiers, the application process, eligibility criteria, and documents a homeowner will need to provide. The purpose of this information is two-fold: to give eligible homeowners the information they need so they can proceed to create a survey and to give ineligible homeowners the information they need to know they are not eligible for they do not start the process, saving case workers time and reducing frustrations on part of the homeowner who proceeds to create a survey only to be told later that he or she is not eligible.
2. Provide information on how a homeowner can contact HCD to get ask questions and get additional information. Email links and telephone numbers will be provided.
3. Provide a link to eGrants. By putting the link to eGrants on the ReCoverCA website, this will be the single portal homeowners need to know to get access to the survey and the application.

Once the portal is designed in conjunction with HCD, the portal will be built and tested. When it is fully tested, it will be migrated to the QA environment for UAT. A test plan will be written and submitted to HCD for approval. When the portal is accepted in UAT, it will move to production.

The portal will be implemented no later than October 18, 2019 (assuming award by September 13, 2019) and will be compliant with Section 508 and other applicable accessibility standards at that time. The survey will be launched as soon as possible following contract execution but no later than November 1, 2019.

**Homeowner Interface with eGrants**

eGrants will provide a single portal entry for homeowners to submit surveys, complete applications, upload documents, check status, and receive award notices, among other actions. This portal can be accessed through any browser or tablet.

**Survey and Application:** The two screen shots in Figure 13 show how the homeowner accesses eGrants to complete a survey (on the left) and an application (on the right). Notice that the windows present the homeowner with the same look and feel. On the left of both windows is



**Figure 13: eGrants Survey**



a menu of access points for the homeowner. On the survey window, the sections of the survey are expanded so the homeowner can navigate the survey. The sections labeled Application, Supporting Documents, and Award Acknowledgement are not active at this time. When the Survey is accepted by the program and the applicant is notified to complete the application, then the headings under the application are available to help the homeowner navigate the sections of the application.

**Supporting Documents and Award Acknowledgement:** Figure 14 illustrates the single portal used by the homeowner. Like the Survey and the Application, these screens have the same look and feel and are accessed from the same link. The menu item to upload documents is available when documents are requested. The homeowner can either browse and find the document on their device or it can be dragged and dropped onto the screen. The Award Acknowledgement screen is where the homeowner can view or download a PDF of the instructions or the award acknowledgment letter. The homeowner can then Accept, Reject, or ask for Consultation.



*Figure 14: eGrants Portal*

#### **Staff Interface with eGrants**

Just like homeowners, program staff, case workers, and HCD with the proper roles can access eGrants through a single portal to review surveys and applications, manage the workflow, process applications, determine eligibility, or interact with applicants. Figure 16 illustrates some of the functions that can be completed through this single interface.

The screenshot depicts the home page when a staff person accesses eGrants. In this instance, it shows the distribution of applications by status, either as a list or as a graph. Across the top of the screen are all the various actions that the staff, with proper roles, can take. If a staff person does not have a role for the actions of a menu item, that menu item is not displayed for that person.



## BAFO 2 – Owner Occupied Reconstruction (OOR) System

Menu items across the top offer actions that a staff person with the proper role can access. Shown in Figure 15 are the expanded menu items for viewing and processing applications and for disbursements.



Figure 15: eGrants menu items

eGrants is a single portal for homeowners and for staff that gives them access to all the functions and information they need from a single site.



### I. The Use of Geo-code

#### Geo-codes

eGrants geo-codes the addresses of damaged residences, which can be compared with maps of fire extents or similar information to determine the location of a property in relation to where the disaster(s) occurred. GCR has broad experience in GIS displays should HCD want to create displays of surveys submitted, surveys accepted, applications submitted, awarded, or similar data.

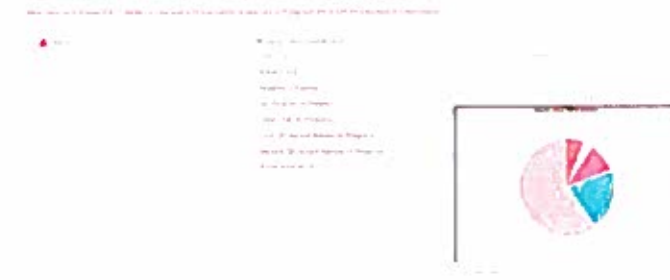


Figure 16: eGrants Staff Interface

### II. Backups

As detailed in Narrative C entitled “System Disaster Recovery Plan, GCR makes nightly back-ups of the code base and the database. In addition, AWS continually back-ups the entire Cloud to multiple locations ensuring CDT and HCD that back-ups will be available should a disaster occur and the data must be recovered.

### III. Configure/Test Database Maintenance

As part of GCR’s support to OOR, GCR will supply a Database Administrator who will have the responsibility of monitoring the database and the application servers. They will be responsible to see that the load balancers are working properly and to increase the number of servers necessary to maintain proper response times for homeowners and for staff. The DBA will also be responsible for monitoring the database performance, increasing resources if needed and tuning database queries as necessary.

### IV. Configure/Test Disaster Recovery Database

In Narrative C “System Disaster Recovery Plan” GCR presented how a combination of GCR actions to back-up the code base and database combined with Amazon Web Services procedures to create multiple backups of the entire cloud environment will give HCD a secure and safe environment that is protected against unforeseen disasters that might disrupt the OOR program or, in worse cases, lose data.

GCR will create a disaster recovery plan, present it to HCD, and regularly test it to ensure that data could be recovered in case of a disaster.



## G. HOMEOWNER SURVEY (DS) (NR-G)

*In two two-sided pages or less, if the Bidder's system includes or can include functionality for the homeowner potential applicant survey as outlined in Attachment 4 (OOR Process Flow), please describe: How the survey is created and deployed?, How the survey results are received, analyzed for tiering, and reported?, How duplicate survey responders are managed?, Whether the data fields in the survey pre-fill into a full grant application?*

### I. How the survey is created and deployed?

Upon contract award, the GCR Project Manager and Business Analyst will meet with HCD staff to reach agreement on the changes that need to be made to the existing version of the survey. It is likely that some questions will be removed and that new questions will need to be added.

Once there is agreement on the survey questions, GCR will modify the existing survey and the database. The changes will be tested and migrated into a QA environment for UAT. Once the new survey is accepted by HCD, it will be ready for deployment.

A link on the HCD website will advance a homeowner to the eGrants website to start the process of completing the survey. Respondents will be prompted to create an account and obtain a user name and password. This user name and password will be used by the homeowner whenever the person interacts with eGrants, from responding to the survey, through creation of the application, to checking status, to accepting the award, to filing an appeal, and to scheduling a closing. If a homeowner is unable to access a computer or tablet, the homeowner can complete a paper application and submit it for entry by a case manager or call into a call center (if one exists) to be entered into the survey.

The use of unique user accounts enables the information entered for the survey to be pre-populated into the full application once HCD invites the homeowner to proceed to the application stage.

The survey in eGrants will be accessible by homeowners through a browser on a computer or tablet (Android or iPad). Wherever possible, questions are answered with checkboxes, radial buttons, or drop downs to minimize free text. To avoid misspelling of street names, eGrants uses a type-ahead feature to compare the address being entered by the respondent with a list of damaged residence addresses from FEMA. This feature also facilitates alignment with the correct FEMA number to be used when determining duplication of benefits at the time of award calculation. Data entered in the survey will automatically be available to the application when the respondent is invited to complete an application.

### II. How the survey results are received, analyzed for tiering, and reported?

When a respondent completes a survey, the data is captured in the eGrants database. Once a survey is submitted, eGrants determines how to classify respondents based on the criteria HCD has established for prioritization tiers as shown in Figure 17. The logic within eGrants will be modified and tested to ensure survey respondents are allocated to the correct tier.

Following submittal, the respondent receives a notification that the survey has been submitted, the tier assigned, and an explanation of what to expect next.





## BAFO 2 – Owner Occupied Reconstruction (OOR) System

As surveys are submitted, eGrants shows the number of surveys in each tier. HCD can use the data to determine which of the tiers should be invited to submit an application. Information provided to HCD via an analysis of survey responses will include key demographic information, status of repairs or reconstruction, details on other sources of funding received, estimates of losses, and estimates of repair or reconstruction costs. This data is compiled and reported to HCD in alignment with the program policies to ensure HCD is equipped with the information needed for decision making.

**FIGURE 14: OWNER OCCUPIED HOUSING RECOVERY APPLICANT PRIORITIZATION**

Applicant Prioritization Tiers

	Geography		Owner-occupied Household Income		Property Damaged by DR-4344 or DR-4353
	7 Most Impacted Counties and ZIP Codes (F)	A Areas That Received a Federal Disaster Declaration	LIJ City	40 Income 88	Minor or Catastrophic Damage
Tier 1	X		X		X
Tier 2		X	X		X
Tier 3	X		X		
Tier 4		X	X		
Tier 5	X			X	X
Tier 6		X		X	X
Tier 7	X			X	
Tier 8		X		X	

*Figure 17. Prioritization Tiers*

When HCD accepts applications from one or more tiers, respondents in that tier receive an email inviting them to log back in and submit an application. Once a tier is opened for submission of an application, a respondent submitting a survey who was determined to be in an opened tier is invited to move directly to submission of the application.

### III. How duplicate survey responders are managed?

It is likely that duplicate surveys will be created as multiple members of a household log-in and create the survey without knowledge of the other's actions. eGrants uses the damaged residential address to determine if a duplicate has been created. At the discretion of HCD, eGrants can either reject duplicate submittals or allow the submission of a duplicate but assign the duplicates out of the tier they fall within (or would fall within) to a separate "bucket" identified as duplicates. Case managers can then contact the respondents to determine which survey is the one the homeowner desires to submit and which should be marked as a duplicate. The one the homeowner wants to submit is then moved to the correct tier and the true duplicate is left in the duplicate bucket.

### IV. Whether the data fields in the survey pre-fill into a full grant application?

All data from a survey are automatically pre-filled into the full grant application. When the applicant opens the application and begins to answer the questions, data previously entered on the survey will be populated. The applicant has the option of accepting what was previously entered or editing the data.

#### Survey Questions

The individual pages of the survey are presented along the left side of the page, allowing the respondent to see where he or she is in the survey process. The presentation allows a respondent to move forward or backwards to edit pages. Each page has a "Previous" and "Next" button to move through the survey. As pages are completed, the data are saved. A respondent can complete one or more pages, exit the survey, and return at any time in the future to make edits or complete the survey. Once the survey is submitted, it can no longer be edited by the respondent.



## BAFO 2 – Owner Occupied Reconstruction (OOR) System

Figure 18 shows the use of HUD income data to determine the LMI status of the respondent. The County is pulled from a previous page where the respondent entered the address of the damaged residence. The number in the Household Members box comes from a previous screen asking about household members. The respondent is then asked to select the category from the income table that is appropriate for the County and the number on the household by entering A, B, C, or D.

To create the OOR survey, our team will work with HCD staff to modify or add to the standard questions already available in the survey function within eGrants.

To minimize spelling errors in the damaged residential address, eGrants uses a type ahead entry which compares what the respondent begins typing with addresses in the FEMA database. As the address is typed, addresses which match are displayed and the respondent can then select the correct address. If homeowners that complete a survey applied to FEMA, and if HCD can arrange to obtain the FEMA file, this same method can be used. If some other file contains the addresses, then eGrants could be modified to use that file instead of the FEMA file.

Whenever possible, eGrants presents the respondent with a Default answers (i.e. "Yes" or "No") and the ability to select the other answer if appropriate. eGrants also uses check boxes and drop-down lists throughout the survey. For example, the question about the damaged residence also asks about the structure type and presents applicants with a defined list of options from which the respondent selects one (e.g. condominium, double-unit structure, double-wide mobile home, modular home, single-unit structure, single-wide mobile home, town home, or other).

Once the survey is submitted, a Survey Report is created that can be read by the staff user. Figure 18 shows a snapshot of a portion of the Survey Report. Each section is collapsed until the staff user clicks on a category and then that section is expanded. In this case, all sections are collapsed except for the section on household income information.

Age/Disability Information	<input type="checkbox"/> Check to View/Uncheck to Hide
Income (LMI) Information	<input checked="" type="checkbox"/> Check to View/Uncheck to Hide
How many people will occupy home once repairs are completed?	3
Into which total household income ranged do you fall?	C
What was the income at the lower end of this range?	\$20,421.00
What was the income at the upper end of this range?	\$22,900.00
Insurance Information	<input type="checkbox"/> Check to View/Uncheck to Hide
Year Built Information	<input type="checkbox"/> Check to View/Uncheck to Hide

Figure 18: Snapshot of Survey Report with Income (LMI) Information Expanded



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## **BAFO 2 – Owner Occupied Reconstruction (OOR) System**

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### **V. Building on Past Marketing and Outreach Efforts**

GCR led the community and stakeholder engagement process for the development of HCD's 2017 CDBG-DR Unmet Recovery Needs Action Plan. Our team has existing relationships with the communities impacted by DR 4344 and DR 4353, including stakeholder contacts and meeting participant lists. We have also worked closely with HCD Communications staff to draft messaging for social media posts, traditional media outlets, and other methods of distribution. We will build on these efforts, as well as the relationships we have developed with officials and stakeholders in the impacted jurisdictions, to support the marketing and outreach effort related to the survey.



**H. ADDITIONAL BAFO NARRATIVE RESPONSE ITEMS**

GCR submits the following in response to the BAFO:

*Provide information how your Maintenance & Operations Services will keep the software solution current with HUD's requirements.*

We are committed to providing HCD with a software solution that facilitates efficient and compliant program operations. To that end, our team of HUD subject matter experts will analyze new regulatory requirements to assess the impacts to HCD's OOR Program and coordinate with the software development team to determine what, if any, changes are required to the product to ensure it continues to comply with applicable HUD requirements.

In some instances, the federal requirements associated with a specific program remain static over the full duration of the program. However, there are cases when HUD (or another regulatory body) issues new requirements or amends existing requirements that impact one or more grant programs, specific appropriations, or activities being administered with grant funds.

In cases where the new or amended requirement has a global impact on HUD grant programs, GCR will update the software to ensure it continues to comply with the updated requirements – whether in terms of the software itself (e.g. updates to accessibility requirements under Section 508) or the business processes that the software manages (e.g. updates to the rules for verifying duplication of benefits). Such updates to the software will be completed at no charge to HCD and will be rolled in a new release of eGrants.

*Provide information on the development of ad hoc reports.*

GCR's methodology for providing ad hoc reports is to establish a reporting database that is refreshed nightly with the most recent data from the system. The database is used to create a set of standard reports and can be used to address ad hoc reporting needs. We have used the approach of building and refreshing a single database for reporting needs to ensure that reports generated on a specific day reflect accurate data. In our experience, when reports are generated against real time data that is changing through the course of daily business there can be issues with data consistency across reports.

In addition, ad hoc reports can be generated in multiple formats within eGrants. On any screen where staff generates a list of applications or other information is listed, the data can be exported in CSV, Excel, or PDF format. These exports can then be used by HCD as is or to create whatever ad hoc reporting is needed.

*Provide your approach to meeting the security requirements for California given that the survey is expected to go out on October 7, 2019.*

We have completed an assessment of eGrants to determine compliance with NIST 800-171 guidelines that govern Controlled Unclassified Information. While the system is substantially compliant in its current state, we are taking steps to ensure full compliance. The public facing functions of the system will meet applicable state and federal security requirements prior to the launch of the survey, with the full system meeting such requirements prior to moving to full production.

*Provide your approach to meeting the ADA requirements for California per ITN 2019-002 BAFO Exhibit P - Bidder Requirement Spreadsheet requirement #5, given that the survey*





## BAFO 2 – Owner Occupied Reconstruction (OOR) System

*is expected to go out the first week of October 2019. Note: the California Department of Technology interprets "full compliance" with AB 434 to mean (in addition to compliance with anti-discrimination laws referred to in Government Code section 11135) conformance with the Rehabilitation Act Section 508 regulations and the Web Content Accessibility Guidelines (WCAG) at a minimum Level AA success criteria."*

Our team recently completed a Voluntary Product Accessibility Template (VPAT) to determine the current accessibility of the software. In addition, we have engaged a third-party company to perform an audit and bug report on the public-facing elements of the system. The third-party's report is expected to be completed by September 29, 2019.

As a result of the VPAT and concurrent with the external audit, we are moving forward with addressing known accessibility issues to accelerate the timeline to full compliance. The public facing functions of the system will meet applicable state and federal accessibility requirements prior to the launch of the survey, with the full system meeting such requirements prior to moving to full production. Furthermore, HCD will not bear the burden of the costs associated with the updates required to reach full compliance.

*Elaborate on the roles and responsibilities of the Bidder's Personnel during implementation of this project, and expectations of the State's Personnel throughout the process.*

Table 2 outlines the roles and responsibilities of GCR's team members assigned to the engagement. With respect to expectations of the state's personnel over the duration of the project, we will work closely with appropriate staff to ensure a successful launch of the system and that the software exceeds HCD's expectation over the course of the project. We have successfully partnered with state staff on our previous implementations of eGrants, and we understand how to use time efficiently in a dynamic, fast-paced environment. Areas where the involvement of state personnel are critical include:

- **Driving policy discussions and decision-making processes:** State personnel are typically responsible for leading discussions related to program policy changes and deciding if and how to amend policies over the lifecycle of the program. Our team brings extensive experience supporting policy discussions and decision-making processes on owner-occupied housing recovery programs, and we stand ready to work side-by-side with state staff to ensure there is clarity with respect to the impacts of policy changes to the software and overall program operations.
- **Approving change requests:** When policy or procedural changes are proposed, state personnel are responsible for reviewing and approving the level of effort and cost associated with the change. Using a tested and proven approach, our team will ensure change requests are clear, complete, and accurate to enable timely and effective decision making.
- **Serving as a liaison between state contractors:** Our team is well-versed in working with a diversity and multitude of parties as part of software implementations. And while we are ready and able to facilitate discussions amongst those parties, we know that contractors will look to state personnel for direction and final decisions.



**BAFO 2 – Owner Occupied Reconstruction (OOR) System**

**Table 2: GCR Team Roles and Responsibilities**

<b>Name</b>	<b>Position Title</b>	<b>Roles and Responsibilities</b>
Angele Romig	Executive Sponsor	Oversee the overall quality of the delivery of software and support to CDT and HCD. Ensure appropriate resources are made available to ensure the project's success.
Stefanie Ferraro	Project Manager	Manage day-to-day project responsibilities, interface with CDT and HCD, and manage the GCR personnel assigned to the project. Track deliverables and project schedule to ensure milestones are met on time and on budget. Provide regular and ad hoc reports to HCD staff. Meet regularly with HCD personnel to discuss program operations, program policy changes, procedures and workflows, and other topics that directly or indirectly impact the software. Interface with HCD's contractors and consultants related to the software, potential changes, trainings, or similar topics at the direction of HCD. Support testing, quality assurance, and training for HCD administrative users and staff users.
Sandy Jones	Lead Business Analyst	Serve as the eGrants functionalist SME, leading the development of business requirements and working directly with development staff to ensure system modifications and updates are effective and timely. Support testing, quality assurance, and training for HCD administrative users and staff users.
Ashish Patil	Lead Developer	Serve as the eGrants database administrator and lead developer. Work with the Project Manager and Business Analyst to ensure there are clear business requirements and that the impacts of modifications to the system are clearly defined and understood by all parties. Manage team of developers and database administrators supporting the project.
Priscilla Bakthinathan	Lead Tester	Serve as the lead tester responsible for developing materials required for testing, conducting internal testing, and leading the UAT process. Work closely with the Project Manager and Business Analyst to design and deliver testing processes and with the identification of issues discovered during testing.
Ted Guillot	OOR SME	Provide programmatic and regulatory subject matter expertise on HUD CDBG-DR funded owner occupied housing recovery programs. Work with the Project Manager, Business Analyst, and development team to ensure system operations are efficient and responsive to the program guidelines and applicable federal requirements.



**BAFO 2 – Owner Occupied Reconstruction (OOR) System**

Name	Position Title	Roles and Responsibilities
		Provide guidance on policy discussions as it relates to impacts on program performance.
Jared Lee	OOR SME	Provide programmatic and regulatory subject matter expertise on HUD CDBG-DR funded owner occupied housing recovery programs. Work with the Project Manager, Business Analyst, and development team to ensure system operations are efficient and responsive to the program guidelines and applicable federal requirements. Provide guidance on policy discussions as it relates to impacts on program performance.



# **BAFO 2 Bidder Requirements**

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**Accepted During BAFO 2 (Revised)**

**BAFO 2 – Owner Occupied Reconstruction (OOR) System**

**EXHIBIT P – BIDDER REQUIREMENTS SPREADSHEET (M)**

**GCR Inc. submits the following Exhibit P – Bidder Requirements Spreadsheet**



**EXHIBIT P – BIDDER REQUIREMENTS SPREADSHEET**

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Nbr	Requirement Type	Requirements	Bidder Response				Response Codes (See Instructions Tab for Definitions)					Maximum Available Points	Maximum Available Points	
			Met [Y/N]	Proposed Software Component[s]	Host Environment	Software Solution Type	Out of the Box	Minor Configuration (8 hours or less)	Major Configuration (More than 8 Hours) or Third Party Tools	Customization	Not Compliant (Disqualified)			
			Traceability											
			Exhibit Q Deliverables	SOW										
1	Mandatory Scored	The System shall provide scalable data storage.	3.1	8.0 pg 3	Yes	eGrants	Vendor Cloud	Software as a Service [SaaS]	X					20
2	Mandatory Scored	The System shall provide real-time access to data.	3.1	17.0 pg 13	Yes	eGrants	Vendor Cloud	Software as a Service [SaaS]	X					20
3	Mandatory Scored	The System shall import and export data files in a non-proprietary industry standard format such as ASCII, CSV, XML, or JSON.	2.3	8.1 pg 3	Yes	eGrants	Vendor Cloud	Software as a Service [SaaS]	X					20
4	Desirable Scored	The System shall provide and accept legally binding electronic signature.	n/a	n/a	Yes	eGrants	Vendor Cloud	Software as a Service [SaaS]	X					100
5	Mandatory Scored	The System shall comply with all California and Federal accessibility standards set by laws and regulations, including but not limited to Sections 504 and 508 of the Rehabilitation Act and W3C Web Content Accessibility Guidelines.	3.1	Appx B. 14, pg 12	Yes	eGrants	Vendor Cloud	Software as a Service [SaaS]		X				20
6	Mandatory Scored	The System must implement configurable designated hard stops on actions such as reimbursement, submitting incomplete information, or making unauthorized changes to system data.	2.1	n/a	Yes	eGrants	Vendor Cloud	Software as a Service [SaaS]	X					20
7	Mandatory Scored	The System shall allow authorized users to set parameters to lock and unlock awards, activities, projects and contracts.	1.3.1.4.2.1	8.0 pg 3	Yes	eGrants	Vendor Cloud	Software as a Service [SaaS]	X					20
8	Mandatory Scored	The System shall allow users to create and update contract boiler plate templates for individual grants.	1.3.1.4.2.1	8.0 pg 3	Yes	eGrants	Vendor Cloud	Software as a Service [SaaS]		X				20
9	Mandatory Scored	The System shall allow users to have multiple party agreements.	3.1	8.0 pg 3	Yes	eGrants	Vendor Cloud	Software as a Service [SaaS]	X					20
10	Mandatory Scored	The System shall allow users to create forms, input screen, fields with business rules and conditional formatting without contractor assistance.	1.3.1.4.2.1	8.0 pg 3	Yes	eGrants	Vendor Cloud	Software as a Service [SaaS]			X			20
11	Mandatory Scored	The System shall allow users to populate and track milestones and special conditions from Applicant inputs, construction scope of work, and program parameters.	3.1	8.0 pg 3	Yes	eGrants	Vendor Cloud	Software as a Service [SaaS]	X					20
12	Mandatory Scored	The System shall have the ability to remind program operators and applicant/subgrantee of milestones and/or activities that are due.	3.1	8.0 pg 3	Yes	eGrants	Vendor Cloud	Software as a Service [SaaS]		X				20
13	Desirable Scored	The System should allow staff to develop and administer a participant survey, quantify, rank/their survey responses.	2.4	8.0 pg 3, attachment 4	Yes	eGrants	Vendor Cloud	Software as a Service [SaaS]		X				100
14	Mandatory Scored	The System shall allow staff to invite survey respondents to submit a full application, keep running balances on total applications received in each rank/their, and waitlist any overflow of applications.	2.4	8.0 pg 3	Yes	eGrants	Vendor Cloud	Software as a Service [SaaS]	X					20





Nbr	Requirement Type	Requirements	Bidder Response				Response Codes (See Instructions Tab for Definitions)					Maximum Available Points	Maximum Deductible Points		
			Traceability	Exhibit Q Deliverables	SOI	Meat (Y/N)	Proposed Software Component(s)	Host Environment	Software Solution type	100%	50%			35%	10%
29	Mandatory Scored	The System shall be fully compliant with the security standards set in the California State Administration Manual section 5300, the California Privacy Act, National Institute of Standards and Technology, and Personally Identifiable Information (PII) Privacy Protocol.				Yes	e-Grants	Vendor Cloud	Software as a Service (SaaS)					20	
30	Mandatory Scored	The System shall notify users on the landing page if the system is down.	3.1	8.0 pg 3		Yes	e-Grants	Vendor Cloud	Software as a Service (SaaS)					20	
31	Desirable Scored	The System shall integrate with MS Outlook for emails, notifications, calendar events and reminders.	2.4	n/a		Yes	e-Grants	Vendor Cloud	Software as a Service (SaaS)					20	
32	Desirable Scored	The System shall have mobile application capabilities.	n/a	n/a		Yes	e-Grants	Vendor Cloud	Software as a Service (SaaS)					20	100
33	Mandatory Scored	The System shall allow interface or file transfer with other current and future state information systems.	n/a	n/a		Yes	e-Grants	Vendor Cloud	Software as a Service (SaaS)					20	
34	Mandatory Scored	The System shall have the capability to integrate with GIS.	3.1	20.1, pg 14		Yes	e-Grants	Vendor Cloud	Software as a Service (SaaS)					20	
35	Mandatory Scored	The System shall be hosted on the cloud.	2.3	20.1, pg 14		Yes	e-Grants	Vendor Cloud	Software as a Service (SaaS)					20	
36	Mandatory Scored	The System shall allow documents to be uploaded and stored.	n/a	9.0 pg 4; 20.0 p 14		Yes	e-Grants	Vendor Cloud	Software as a Service (SaaS)					20	
37	Mandatory Scored	The System shall have an external portal for applicants, subgrantees, subrecipients, and contractors.	2.1	8.0 pg 3		Yes	e-Grants	Vendor Cloud	Software as a Service (SaaS)					20	
38	Mandatory Scored	The System shall have configurable program parameters, dropdowns, etc., so each program can have its own program view.	2.4	3.0 pg 1		Yes	e-Grants	Vendor Cloud	Software as a Service (SaaS)					20	
39	Mandatory Scored	The System shall have an internal communication function between HCD staff, program operators, applicants, and sub-grantees.	2.1	8.0, 14.0		Yes	e-Grants	Vendor Cloud	Software as a Service (SaaS)					20	
40	Mandatory Scored	The System shall have the ability to import and export files to transfer data to HCD's Grant Management Software and a future construction cost estimating system (Mapping of Cost estimating system will be done by vendor).	1.2	n/a		Yes	e-Grants	Vendor Cloud	Software as a Service (SaaS)					20	
41	Mandatory Scored	The System shall allow users to copy text from other documents (e.g., Word, Excel) and paste into online forms.	2.3	8.0 pg 3		Yes	e-Grants	Vendor Cloud	Software as a Service (SaaS)					20	
42	Mandatory Scored	The System shall allow users to do basic text formatting within text fields (e.g., add bullets or numbering, font styles).	3.1	8.0 pg 3		Yes	e-Grants	Vendor Cloud	Software as a Service (SaaS)					20	
43	Mandatory Scored	The System shall automatically save to avoid loss of entered data on entry forms and ability to save incomplete submissions and return to them later.	3.1	8.0 pg 3		Yes	e-Grants	Vendor Cloud	Software as a Service (SaaS)					20	

Nbr	Requirement Type	Requirements	Traceability		Bidder Response													
			Exhibit Q Deliverables	SOW	Mel (Y/N)	Proposed Software Component(s)	Host Environment	Software Solution Type	100%	50%	35%	10%	0%	Maximum Available Points	Maximum Desirable Points			
44	Mandatory Scored	The System shall allow users to review and print their submitted information and attachments, check status, update or submit new information, etc.			Yes	eGrants	Vender Cloud	Software as a Service (SaaS)	X									20
45	Mandatory Scored	The System shall allow users to create/customize letter and email templates that mail-merge data from the System.	3.1	8.0 pg 3	Yes	eGrants	Vender Cloud	Software as a Service (SaaS)	X									20
46	Mandatory Scored	The System shall have back-up and restore capabilities.	3.1	8.0 pg 3	Yes	eGrants	Vender Cloud	Software as a Service (SaaS)	X									20
47	Mandatory Scored	The System shall identify possible duplicate records and perform error checking.	5.1	19.0, pg 14	Yes	eGrants	Vender Cloud	Software as a Service (SaaS)	X									20
48	Mandatory Scored	The System shall allow hyperlinks in notifications.	3.1	8.0 pg 3	Yes	eGrants	Vender Cloud	Software as a Service (SaaS)	X									20
49	Mandatory Scored	The System shall allow administrators to disable automatic email notifications at the event level.	3.1	8.0 pg 3	Yes	eGrants	Vender Cloud	Software as a Service (SaaS)	X									20
50	Mandatory Scored	The system shall have the capability to configure actions and timeframes for sending system generated notifications.	n/a	n/a	Yes	eGrants	Vender Cloud	Software as a Service (SaaS)	X									20
51	Mandatory Scored	The System shall allow users to create custom ad hoc reports.	3.1	8.0 pg 3	Yes	eGrants	Vender Cloud	Software as a Service (SaaS)	X									20
52	Mandatory Scored	The System shall have the ability to select "hide when printing" for confidential personal data.	3.1	8.1, 20.2	Yes	eGrants	Vender Cloud	Software as a Service (SaaS)	X									20
53	Mandatory Scored	The System shall provide protection against malicious code and other security risks in uploaded files.	3.1	8.0 pg 3	Yes	eGrants	Vender Cloud	Software as a Service (SaaS)	X									20
54	Mandatory Scored	The System shall include mechanisms to prevent internet bots from creating fake accounts and accessing the System.	2.1	18.0, pg 13	Yes	AWS	Vender Cloud	Infrastructure as a Service (IaaS)										20
55	Mandatory Scored	The System shall require users to access the system through use of a login and password and shall include Multi-Factor Authentication (MFA) for external system users in the implementation.	2.1	18.0, pg 13	Yes	eGrants	Vender Cloud	Software as a Service (SaaS)	X									20
56	Mandatory Scored	The System shall use secure LDAP Active Directory security for internal HCD system users.	n/a	n/a	Yes	eGrants	Vender Cloud	Software as a Service (SaaS)										20
57	Mandatory Scored	The system shall allow HCD administrators to establish, activate, modify, transfer, disable and remove access accounts.	n/a	n/a	Yes	eGrants	Vender Cloud	Software as a Service (SaaS)	X									20
58	Mandatory Scored	The System shall encrypt all Personally Identifying Information (PII) data in the database.	2.1, 4.1	26.0, pg 18	Yes	eGrants	Vender Cloud	Software as a Service (SaaS)	X									20
			3.1	8.0 pg 3	Yes	eGrants	Vender Cloud	Software as a Service (SaaS)	X									20



Nbr	Requirement Type	Requirements	Bidder Response					100%	50%	35%	10%	0%	Maximum Available Points	Maximum Detractable Points	
			Traceability	Exhibit Q Deliverables	MeI (Y/N)	Proposed Software Component(s)	Host Environment								Software Solution Type
59	Mandatory Scored	The System shall encrypt all data while in transit.			Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)	Out of the Box	Minor Configuration (8 hours or less)	Configuration (More than 8 Hours) or Third Party Tools	Customization	Not Compliant (Disqualified)	20	
60	Mandatory Scored	The System shall create reportable audit trails.	2.1	20.1 pg.14	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)	Out of the Box					20	
61	Mandatory Scored	The System shall provide role-based security and allow for identification of multiple roles including external users, internal HCD users, HCD power-users, and HCD administrators	3.1	8 & 8.1. 20.2	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)	Out of the Box					20	
62	Mandatory Scored	The System shall allow HCD administrators to create, assign, and update user roles and privileges	2.1. 4.1	26.0. pg.18	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)	Out of the Box					20	
63	Mandatory Scored	The System shall be available via secure access.	2.1. 4.1	26.0. pg.18	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)	Out of the Box					20	
64	Mandatory Scored	The System shall allow for password self service reset (i.e. after lockout) for external users, after authentication of user by challenge response processes or equivalent.	2.1. 4.1	18.0. pg.13	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)	Out of the Box					20	
65	Mandatory Scored	The System shall enforce password security.	2.1	n/a	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)	Out of the Box					20	
66	Mandatory Scored	The System shall provide the capability to configure multi-level approval workflows based on defined roles, activities and sequence of activities.	2.1	n/a	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)	Out of the Box					20	
67	Mandatory Scored	The System shall provide segregation of duties w/ role-based permissions that is managed by HCD and program administrators.	2.1. 4.1	26.0. pg.18	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)	Out of the Box					20	
68	Mandatory Scored	The System shall prevent any modifications to an applicant submission unless allowed by an authorized user.	2.1. 4.1	26.0. pg.18	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)	Out of the Box					20	
69	Mandatory Scored	The system shall capture all construction cost estimate and scopes of work, import data from needed sources to calculate and document duplication of benefits data and calculate final grant amount!	2.1	8.0 pg.3	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)	Out of the Box					20	
70	Mandatory Scored	The System shall manage direct assistance funds.	2.1	8.0 pg.3	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)	Out of the Box					20	
71	Mandatory Scored	The System shall have the option to add other grant and loan programs in the future.	2.1	8.0 pg.3	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)	Out of the Box					20	
72	Desirable Scored	The System shall include functionality to comply with implement and carry out a homeowner reimbursement program	2.1	8.0 pg.3	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)	Out of the Box					20	100

Nbr	Requirement Type	Requirements	Bidder Response					100%	50%	35%	10%	0%	Maximum Available Points	Maximum Desirable Points
			Met (Y/N)	Proposed Software Component(s)	Host Environment	Software Solution Type	Out of the Box							
73	Mandatory Scored (from SOW Section 19.0)	The system backups and restores shall be tested on a regular basis. Business Continuity - In case of a disaster business must resume within 24 hours.	Exhibit Q Deliverables	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)	x					20	
		2.1.5.1	19 pg 14											
74	Mandatory Optional	The System data should be extractable by third party reporting tools like Power BI, Crystal reports or Oracle reports. Though COIS systems provide out of the box reporting capabilities, some reports may require access to multiple systems.	3.1	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)	x					20	
75	Mandatory Optional	The System shall have interface capabilities with F&Cai.	2.3.2	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)			x			20	
76	Mandatory Optional	The System shall have interface capabilities with D&G&K.	2.3.2	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)			x			20	
77	Mandatory (related to req. 40)	The System shall allow interface with other current and future state information system.	2.4	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)			x			20	
78	Mandatory Optional (related to req. 40)	The System shall interface HCD's Grant Management Software and a future construction cost estimating system (Mapping Cost estimating system will be done by vendor.)	2.3	Yes	eGrants	Vendor Cloud	Software as a Service (SaaS)			x			20	

## **BAFO 2 Deliverables Table**

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**Accepted During BAFO 2 (Revised)**

**BAFO 2 – Owner Occupied Reconstruction (OOR) System**

**EXHIBIT Q – DELIVERABLES TABLE (M)**

GCR Inc. submits the following Exhibit Q – Deliverables Table.



**EXHIBIT Q – DELIVERABLES TABLE**



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HCD proposed milestones and the anticipated schedule for reaching these milestones are listed below. After the contract start date, the Contractor shall develop a final schedule based on the contract start date and the completion dates provided by the Contractor in Exhibit Q. The Contractor's final schedule will depend on Contractor's approach, staffing plan, and start date. The OOR portal must be implemented by October 18, 2019. Further, **all tasks, deliverables, and system requirements in this statement of work must be completed before December 20, 2019**, assuming contract execution between contractor and HCD is effective no later than September 13, 2019.

As stated, HCD's anticipated milestone completion dates are included below. **The Bidder must indicate their anticipated completion dates.** Bidder must include the completed Exhibit Q in the Bidder's Final Response.

**Owner Occupied Reconstruction (OOR) project deliverables: due dates and specifications**

Deliverable #	Deliverable Name	Deliverable Specifications, Location in the SOW and Corresponding Requirement	Estimated Contractor's Deliverable Completion Date
<b>1.0 Analysis Milestones</b>			
1.1	Kickoff Meeting	Kickoff Agenda (within 2 weeks of contract execution). The following contractor staff will be required to be on site for the duration of this phase: Executive Sponsor and Project Manager	20-Sep
1.2	Project Implementation Plan (PIP)	Found in Section 11.0 of the SOW (within 4 weeks of contract execution), Req. # 39	30-Sep
	Decision Log		30-Sep
	Change Control Log		30-Sep
	Change Control Plan		30-Sep
	Defects, Risks, and Issues Log		30-Sep
	Project Schedule		30-Sep
	Communication Plan		30-Sep
1.3	Validated Requirements Report	Validate understanding of requirements found in Section 14.0 subsection 3 of the SOW. Key contractor staffing will be required to be on site for the duration of this phase. The following contractor staff will be required to be on site for the duration of this phase: Project Manager, OOR SME's, Lead Tester, Req. #7, 8 and 10.	30-Sep
1.4	Gap Analysis Results	Identify gaps between requirements and out of the box functionality found in Section 14.0 subsection 3 of the SOW. Req. #7, 8 and 10	30-Sep

Deliverable #	Deliverable Name	Deliverable Specifications, Location in the SOW and Corresponding Requirement	Estimated Contractor's Deliverable Completion Date
<b>2.0 Project Design and Configuration Milestones</b>			
2.1	Configuration Plan (Final Needs-Based Design Plan)	Identifies the process and schedule by which the gaps identified in the Gap Analysis will be configured in the system, as found in Section 14.0 subsection 3 of the SOW. Req.#.6, 7, 8, 10, 36, 38, 53, 54, 57, 59, 61-69, 71 and 72.	11-Oct
2.2	Data Dictionary	The contractor will provide data mapping, a data dictionary, and a governance structure to facilitate HCD data retrieval (this will be an on-going deliverable throughout the life of the contract). See section 14.0 subsection 3.a of the SOW. There will be some on site work.	27-Sep
2.3	Interface Design Plan - Flat File Transfer	Approach to effectively develop system interface capabilities with the new Grants Management System and DRGR using flat file transfer. Req.#3, 34, 40 and 78.	15-Oct
2.3.1	Interface Design Plan - API	Approach to effectively develop system interface capabilities with the new Grants Management System and DRGR using a direct API. Req# 78	1-Nov
2.3.2	Interface Design Plan - API (Fi\$Cal)	Approach to effectively develop system interface capabilities with Fi\$Cal using a direct API. Req. #75 and 76.	1-Nov
2.4	Portal design & implementation	The end user internet portal for RecoverCa.org will be designed with HCD's Communication team and implemented. The portal must be ADA compliant. There will be some on site work. (Implementation deadline). Req. #13, 14, 30, 37, 63 and 77.	18-Oct
<b>3.0 System Test Milestones</b>			
3.1	Quality Assurance Plan (QAP)	Found in Section 14.4 of the SOW. Req. #2, 5, 9, 11, 12, 15-19, 21-29, 33, 41-47, 48, 50-52, 58, 60, 69, 70, and 74.	1-Oct
	System Test Plan		1-Oct
	Test Scripts		1-Oct

Deliverable #	Deliverable Name	Deliverable Specifications, Location in the SOW and Corresponding Requirement	Estimated Contractor's Deliverable Completion Date
	Requirements Traceability Matrix (RTM)	Must trace all requirements in Exhibit P.	25-Oct
3.2	Test Environment Established	Found in Section 23.0 of the SOW	1-Oct
3.3	Test Results	Found in Section 23.0 of the SOW	29-Nov
3.4	User Acceptance Testing Completion Report	Report of all user acceptance test results and documentation that issues identified during user acceptance testing have been resolved. Found in Section 23.0 & 23.1 of the SOW. The Contractor must conduct user acceptance testing sessions on-site.	6-Dec

Deliverable #	Deliverable Name	Deliverable Specifications, Location in the SOW and Corresponding Requirement	Estimated Contractor's Deliverable Completion Date
<b>4.0 Training Milestones</b>			
4.1	Training Plan	Train users based upon roles. Training done on site. Found in Section 26.0 of the SOW	4-Oct
	3 System Admins		11-Nov
	5 Super Users		11-Nov
	HCD End User Training Sessions (up to 15 Staff)		18-Nov
	Training Webinars/Videos for External users / applicants (2)		11-Oct
	Training Schedule		4-Oct
4.2	Training Evaluation and Attendance Report	Should document training effectiveness and attendance by end users	29-Nov
4.3	Training Materials and User Manual	Materials and methods to be identified and specified in the Training Plan	15-Nov
<b>5.0 System Implementation Milestones</b>			
5.1	System Disaster Recovery Plan	Found in Section 19.0 of the SOW. Req. # 46 and 73	4-Oct
5.2	Completed RTM	Contractor shall provide an RTM (Requirements Traceability Matrix) with all requirements (regardless of completion status) included in this SOW traced to successfully executed test scripts.	16-Dec
5.3	Final Readiness Assessment	Document criteria showing that system is ready to go-live and identifies any outstanding risks and potential mitigations	16-Dec
5.4	Rollout Survey	Production Go-Live of Survey. Survey must be ADA compliant.	Following contract execution, the survey will launch as soon as possible, but no later than November 1, 2019.
5.5	Rollout to Production Environment	Production Go-Live for remaining system	20-Dec
5.6	Full System Acceptance	Found in Section 23.2 of the SOW.	20-Dec



Deliverable #	Deliverable Name	Deliverable Specifications, Location in the SOW and Corresponding Requirement	Estimated Contractor's Deliverable Completion Date
<b>4.0 Closeout Milestones</b>			
6.1	Project Closeout Checklist	Includes documentation checklist and clearly identifies that all project milestones and requirements have been met	19-Jan
6.2	Training	This includes any yet to be completed training pursuant to the HCD approved training plan from section 4.0 above. Any changes to the system since the approval of the initial training plan needs to be included in the final training plan.	19-Jan
6.3	Final RTM	Contractor shall provide a final RTM with all completed requirements included in this SOW traced to successfully executed test scripts.	19-Jan
6.4	Final Project Summary Report	Summary of project changes, changes to milestones and requirements, and any future to-be met requirements	19-Jan
6.5	Maintenance and Operations Plan	Found in Section 27.0, 27.1 and 29.0 of the SOW. The Plan should include roles and responsibilities for the contractor and HCD.	19-Jan
6.6	Data Dictionary	The contractor will provide an updated data mapping and a data dictionary to facilitate HCD data retrieval (this will be an on-going deliverable throughout the life of the contract - see M&O Plan in Section 27.1 of the SOW).	19-Jan

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**Accepted During BAFO 2 (Revised)**

**BAFO 2 – Owner Occupied Reconstruction (OOR) System**

**COST WORKBOOK (EXHIBIT R)**

**GCR Inc. submits the following Exhibit R – Cost Workbook.**



**EXHIBIT Q – DELIVERABLES TABLE**



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# **BAFO 2 Cost Workbook**

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EXHIBIT R: COST WORKSHEETS

**Instructions:**

The Cost Worksheets list all costs required to implement, maintain and operate OOR. Bidders are required to complete the following Cost Worksheets in Exhibit R as specified in solicitation Section Phase 3, Cost. If there are no costs for the deliverable indicated on the worksheets, Bidder must indicate the cost as a zero (\$0). Incomplete Cost Worksheets may cause the bid to be deemed non-responsive.

Bidder to enter data into only the yellow highlighted cells of each cost worksheet. Modifying any other cells in any of the worksheets may cause the bid to be deemed non-responsive.

- Cost Worksheet # 1, Table R.1.1 – Summary of Cost Worksheets 2-5 and Evaluation Grand Total  
*This Summary Worksheet Table R.1.1 is self-populating from the totals of the Cost Work sheets (2-5) and does not require input from the Bidder.*
- Cost Worksheet #2, Table R.2.1 – (M) Mandatory Implementation Tasks and Deliverables for OOR
- Cost Worksheet #3, Table R.3.1 – (M) Mandatory Maintenance and Operations Base Contract
- Cost Worksheet #4, Table R.4.1 – (M) Mandatory SAAS Licenses - Base Contract
- Cost Worksheet #5, Table R.5.1 – (M) Unanticipated Tasks Hourly Labor Rates  
Table R.5.2 – Unanticipated Tasks Budget
- Cost Worksheet #6, Table R.6.1 – Cost Assumptions
- Cost Worksheet #7, Table R.7.1 – Mandatory Optional

<b>Bidder Name:</b>	0
<b>Cost Worksheet # 1 - Summary of Cost Worksheets Totals 2-5 and Evaluation Grand Total</b>	
<b>Table R.1.1: Summary of Cost Worksheets</b>	
<b>Base Contract Period (Three Years) Costs</b>	
Cost Worksheet #2, Table R.2.1 - One time Implementation Task and Deliverable	\$ 480,000.00
Cost Worksheet #3 Table R.3.1 - Maintenance and Operations	\$ 180,000.00
Cost Worksheet #4 Table R.4.1 - SAAS License Base contract	\$ 200,000.00
Cost Worksheet #5, Table R.5.2 - Unanticipated Tasks Budget	\$ 48,000.00
<b>Base Contract Period (Three Years) Costs Total:</b>	<b>\$ 908,000.00</b>
<b>Mandatory Optional Costs</b>	
Cost Worksheet #7, Table R.7.1 - Mandatory Optional Requirements Total	\$ 109,910.80
<b>Optional Extension Years (Six Years) Costs</b>	
Cost Worksheet #3, Table R.3.2 - Optional Extensions - Maintenance and Operations	\$ 432,000.00
Cost Worksheet #4, Table R.4.1 - SAAS License Evaluation	\$ -
<b>Optional Extension Years (Six Years) Costs Total:</b>	<b>\$ 432,000.00</b>
<b>Unanticipated Task Hourly Rates</b>	
Cost Worksheet #5, Table R.5.1 - Hourly Labor Rate Evaluation Total	\$ 39,000.00
<b>EVALUATION GRAND TOTAL:</b>	
<b>(A+B+C+D=E)</b>	<b>\$ 1,488,910.80</b>

Bidder Name:

### Cost Worksheet # 2 - Mandatory Implementation Tasks and Deliverables

Cost Table R.2.1 identifies the Bidder's cost for each deliverable. The Percentages of Implementation Total Columns indicate the maximum allowed percentage of the Bidder's Cost Total that can be allotted for each Task Sub-Total--Task #1 through Task #6. Bidder's total costs for each Task Sub-Total may be within +/- .50% of Percentages of Implementation Total Columns for each Sub-Total.

Table R.2.1:		Mandatory	Informational Purposes Only
(A) #	(B) Project Tasks and Deliverables Names	(C) Deliverable Cost	Previous BAFO 1 Cost
		(D) Percentages of Implementation Total	
<b>Task 1.0 Analysis Deliverables</b>			
1.1	Kickoff Meeting	\$ 6,870.19	
1.2	Project Implementation Plan (PIP)	\$ 3,435.09	\$ 2,877.65
	Decision Log	\$ 753.21	
	Change Control Log	\$ 536.38	
	Change Control Plan	\$ 536.38	
	Defects, Risks, and Issues Log	\$ 536.38	
	Project Schedule	\$ 536.38	
	Communication Plan	\$ 536.38	
1.3	Validated Requirements Report	\$ 6,847.36	
1.4	Gap Analysis Results	\$ 6,847.36	
<b>Task 1.0 - Sub-Total:</b>		<b>\$ 24,000.00</b>	<b>\$ 24,000.00</b>
		<b>5.00%</b>	
<b>Task 2.0 - Project Design and Configuration Deliverables</b>			
2.1	Configuration Plan	\$ 4,021.62	
2.2	Data Dictionary	\$ 4,756.76	
2.3	Interface Design Plan-Flat File Transfer	\$ 3,200.00	
		<b>5.00%</b>	

Purposes Only  
 Previous  
 BAFO 1 Cost

Table R.2.1:		Mandatory
(A) #	(B) Project Tasks and Deliverables Names	(C) Deliverable Cost
2.4	Portal design & Implementation	\$ 12,021.62
Task 2.0 - Sub-Total:		\$ 24,000.00
		(D) Percentages of Implementation Total 5.00%



Purposes Only

Previous

BAFO 1 Cost

Table R.2.1:		Mandatory
(A) #	(B) Project Tasks and Deliverables Names	(C) Deliverable Cost
		(D) Percentage of Implementation Total
<b>Task 3.0 - System Test Deliverables</b>		
3.1	Quality Assurance Plan (QAP)	\$ 41,851.17
	System Test Plan	\$ 18,078.91
	Test Scripts	\$ 11,186.95
	Requirements Traceability Matrix (RTM)	\$ 12,585.32
3.2	Test Environment Established	\$ 20,975.53
3.3	Test Results	\$ 44,548.03
3.4	User Acceptance Testing Completion Report	\$ 12,625.27
<b>Task 3.0 - Sub-Total:</b>		<b>\$ 120,000.00</b>
		\$ 13,599.00
<b>Task 4.0 - Training Deliverables</b>		
4.1	Training Plan	\$ 50,264.12
	3 System Admins	\$ 6,609.12
	5 Super Users	\$ 8,522.29
	HCD Staff Training Sessions (up to 15 Staff)	\$ 13,566.09
	Training Webinars/Videos for External users / applicants (2)	\$ 20,175.22
	Training Schedule	\$ 1,391.39
4.2	Training Evaluation and Attendance Report	\$ 4,035.04
4.3	Training Materials and User Manual	\$ 17,700.84
<b>Task 4.0 - Sub-Total:</b>		<b>\$ 72,000.00</b>
		\$ 19,052.00
		\$ 72,000.00



Purposes Only  
Previous  
BAFO 1 Cost

Table R.2.1:		Mandatory
(A) #	(B) Project Tasks and Deliverables Names	(C) Deliverable Cost
		(D) Percentages of Implementation Total
<b>Task 5 .0 – System Implementation Deliverables</b>		
5.1	System Disaster Recovery Plan	\$ 10,733.89
5.2	Completed RTM	\$ 5,893.76
5.3	Final Readiness Assessment	\$ 7,375.43
5.4	Rollout Survey	\$ 13,104.57
5.5	Rollout to Production Environment	\$ 114,064.05
5.6	Full System Acceptance	\$ 40,828.30
<b>Task 5 - Sub-Total:</b>		<b>\$ 192,000.00</b>
		<b>40.00%</b>
<b>Task 6 .0– Closeout Deliverables</b>		
6.1	Project Closeout Checklist	\$ 2,683.47
6.2	Training	\$ 1,473.44
6.3	Final RTM	\$ 1,843.86
6.4	Final Project Summary Report	\$ 3,276.14
6.5	Maintenance and Operations Plan	\$ 28,516.01
6.6	Data Dictionary	\$ 10,207.07
<b>Task 6 .0- Sub-Total:</b>		<b>\$ 48,000.00</b>
		<b>10.00%</b>

<b>Base Contract Deliverables (Tasks 1-6) Cost Total:</b>		<b>\$ 480,000.00</b>
		<b>100.00%</b>

EXHIBIT R: COST WORKSHEETS

<b>Cost Worksheet #3 - Maintenance &amp; Operation Optional Years</b>	
Bidder Name:	0

00R Base Contract Term - Maintenance and Operations Support:

Maintenance and Operation Services performed during this Base Contract Period will be paid at a set monthly rate after full system acceptance. The Bidder shall submit a monthly rate in Table R.3.1 in the yellow highlighted cell. The monthly rate will be multiplied by 30 months to determine the Base Contract Term Evaluation Total

Table R.3.1: Maintenance & Operations Base Contract Term		
Base Contract		
Maintenance and Operations Services	(A) Monthly M&O Rate	(B) @ 30 mos. Evaluation Total (AxB=C)
Section 27.0	\$ 6,000.00	30 \$ 180,000.00
<b>Total Maintenance &amp; Operation</b>		

00R Optional Extension - Maintenance and Operations Support - The optional year extensions, if exercised by the state, shall extend the initial contract for a maximum of six (6), one (1) year extensions for on-going support. Services performed during this optional year period will be paid at a set monthly rate. The Bidder shall submit a monthly rate for each optional year below in the yellow highlighted cells. Each monthly rate will be multiplied by 12 months and summed together for Table R.3.2 and Mandatory Optional Table R.3.3.

	Table R.3.2 Maintenance & Operations for Optional Six Years						(M) Evaluation Total (B+B+F+H+J+L=M)						
	Optional Year 1	Optional Year 2	Optional Year 3	Optional Year 4	Optional Year 5	Optional Year 6							
Maintenance and Operations Services	(A) Monthly M&O Rate	(B) Extended Rate @ 12 mos.	(C) Monthly M&O Rate	(D) Extended Rate @ 12 mos.	(E) Monthly M&O Rate	(F) Extended Rate @ 12 mos.	(G) Monthly M&O Rate	(H) Extended Rate @ 12 mos.	(I) Monthly M&O Rate	(J) Extended Rate @ 12 mos.	(K) Monthly M&O Rate	(L) Extended Rate @ 12 mos.	
Maintenance and Operations services, Section 27.1	\$ 6,000.00	\$ 72,000.00	\$ 6,000.00	\$ 72,000.00	\$ 6,000.00	\$ 72,000.00	\$ 6,000.00	\$ 72,000.00	\$ 6,000.00	\$ 72,000.00	\$ 6,000.00	\$ 72,000.00	
<b>Total</b>													
													\$ 432,000.00

**EXHIBIT R: COST WORKSHEETS**

**Bidders must select "Frequency" and enter cost data based on frequency type into "Unit Cost" cell of this Cost Worksheet.**

**Cost Worksheet #4 - SAAS License**

**Exhibit R.4 SAAS LICENSING COST**

Bidder Name:

0

**Table R.4.1: SAAS LICENSING COST - Base Contract (3-Years) Term**

SAAS LICENSE*	License Type	Purpose	Frequency	Qty.	Unit Cost	Base Contract Extended Cost	All Optional Years (6) Cost For Evaluation Purposes Only	
OOR SAAS LICENSE*	Unlimited**	OOR SaaS Solution	One-time	1.0	\$ 200,000.00	\$200,000	\$0	
<b>SAAS LICENSING COST TOTAL</b>							<b>\$ 200,000</b>	<b>\$ -</b>

\* The State will pay the initial SaaS Statewide License only after Full System Acceptance (FSA) as identified in Section 23.2, FSA

\*\* Unlimited License - A SaaS license for the OOR solution that is issued to the State allowing unlimited use by OOR State Government Internal Users and External Users.

**EXHIBIT R: COST WORKSHEETS**

**Cost Worksheet # 5 – Unanticipated Tasks**

Bidder Name:

0

**Unanticipated Tasks for Contract Term**

The State expects that during the contract period, legislative and/or program changes may necessitate configuration changes. Configuration change support will result in unanticipated work and be structured based on the bidder labor costs for consulting services that will be used to support configuration change requests, modifications and enhancements. Unanticipated work is additional work that must be performed, but was not identified in the State's solicitation document.

Both the State and the Contractor must agree upon the work that needs to be performed which will result in unanticipated costs through the Work Authorization and/or the Deliverables Expectation processes outlined in the SCW. No work can be performed in advance of State's approval of the Work Authorization and/or the Deliverable Expectation forms.

The Bidder must complete the unanticipated hourly rate for the required staff classifications below (yellow cells) for their bid to be considered responsive. During the course of the Contract, the Contractor may use other classifications to perform the work; however, the unanticipated task rate charged will be at the lowest classification rate provided in the Contractor's Labor Rates and Classifications Table R.5.1 below.

**Table R.5.1 Unanticipated Tasks Hourly Labor Rates**

Line #	Classification	Hourly Labor Rate (Total Contract Term)	Estimated # Hours for Evaluation Purposes only	Evaluation Total
1	Project Manager	\$ 200.00	20	\$4,000.00
2	Business Analyst	\$ 190.00	60	\$11,400.00
3	Tester	\$ 140.00	40	\$5,600.00
4	Application Programmer	\$ 190.00	60	\$11,400.00
5	Database Administrator	\$ 220.00	30	\$6,600.00
<b>Unanticipated Tasks' Labor Rates Evaluation Total</b>				<b>\$39,000.00</b>

The Unanticipated Tasks Budget is a maximum 10 percent (%) of R.2.1 Cost Worksheet # 2 (Total M) - Implementation Tasks and Deliverables Total. This total will be included in the awarded contract.

**Table R.5.2 Unanticipated Tasks Budget**

Unanticipated Tasks Budget
Unanticipated Tasks Budget is 10% of Cost Worksheet # 2 - Table R.2.1. Implementation Tasks and Deliverables Total. This cell is pre-calculated and not to be modified.
\$ 48,000.00



EXHIBIT R: COST WORKSHEETS

**Worksheet #6 - Cost Assumptions**

Instructions: To assist the State in understanding how the bidder has derived their cost, indicate the estimated total number of staff hours associated with each cost in the Deliverable task list, the maintenance and operations, and the SAAS License. Note that for tasks 1.2, 3.1, and 4.1 the hours will roll-up to mirror cost roll-up. In addition, explain the task assumptions for each cost in the task list. Assumptions should identify any additional resources, staff, processes, Bidder's interpretation of State expectations/requirements and other cost drivers that support the per task costs. BIDDER MUST PROVIDE THIS INFORMATION FOR THEIR BID TO BE CONSIDER RESPONSIVE.

The assumptions and estimated hours will not modify OOR deliverables, requirements, contract scope, Statement of Work or provide for the Contractor to charge additional cost from the costs provided in the Bidder's Exhibit R Cost worksheet.

(A) #	(B) Project Tasks and Deliverables Names	Cost	Staff Hours (Total)	Task Assumptions (for instance: cost drivers, resources, number of interactions and reviews/approvals, additional staff, unclear State expectations/requirements, other cost drivers, etc.)
<b>Task 1.0 Analysis Deliverables</b>				
1.1	Kickoff Meeting	\$ 6,870.19	28	Preparation of agenda and attendance at meeting
1.2	Project Implementation Plan (PIP)	\$ 3,435.09	19	This will use existing plans and logs so hours will be not be extensive.
	Decision Log	\$ 753.21	4	Assumes one draft for creation of log and minimal effort to maintain over course of project.
	Change Control Log	\$ 536.38	3	Assumes one draft for creation of log and minimal effort to maintain over course of project.
	Change Control Plan	\$ 536.38	3	Assumes one draft for creation of log and minimal effort to maintain over course of project.
	Defects, Risks, and Issues Log	\$ 536.38	3	Assumes one draft for creation of log and minimal effort to maintain over course of project.
	Project Schedule	\$ 536.38	3	Assumes one draft for creation of log and minimal effort to maintain over course of project.
	Communication Plan	\$ 536.38	3	Assumes one draft for creation of log and minimal effort to maintain over course of project.
1.3	Validated Requirements Report	\$ 6,847.36	34	This will require extensive meetings with HCD staff to show them what eGrants currently does and how this meet with their program plans.
1.4	Gap Analysis Results	\$ 6,847.36	34	After 1.3 is finished, this will multiple people (dev/test/etc.) a week.
<b>Task 1.0 - Sub-Total:</b>		<b>\$ 24,000.00</b>	<b>115</b>	
<b>Task 2.0 - Project Design and Configuration Deliverables</b>				
2.1	Configuration Plan	\$ 4,021.62	22	This will require two weeks to prepare after task 1.4 is complete
2.2	Data Dictionary	\$ 4,756.76	22	This will build on the Data Dictionary that exists. The Data Dictionary will be coordinated with HCD systems and eCivis grant management system, resulting in a consolidated Data Dictionary
2.3	Interface Design Plan(s)-Flat File Transfer	\$ 3,200.00	16	This is based on a flat file transfer only. Costs to create an API are shown under the Mandatory Optional tasks.
2.4	Portal design	\$ 12,021.62	66	GCR will meet with HCD communications staff. Once a design is agreed to, then the portal will be built and launched no later than October 18, 2019.
<b>Task 2.0 - Sub-Total:</b>		<b>\$ 24,000.00</b>	<b>126</b>	

(A) #	(B) Project Tasks and Deliverables Names	Cost	Staff Hours (Total)	Task Assumptions (for instance: cost drivers, resources, number of interactions and reviews/approvals, additional staff, unclear State expectations/requirements, other cost drivers, etc.)
<b>Table R.6:</b>				
<b>Task 3.0 - System Test Deliverables</b>				
3.1	Quality Assurance Plan (QAP)	\$ 41,851.17	219	Sum of the hours below.
	System Test Plan	\$ 18,078.91	88	One week to write and then another to respond to edits from HCD
	Test Scripts	\$ 11,186.95	71	One month for two testers to write all the scripts. Will continue as new
	Requirements Traceability Matrix (RTM)	\$ 12,585.32	60	Developed as part of Test Scripts. One extra week to document and respond to edits.
3.2	Test Environment Established	\$ 20,975.53	95	One week for two DBAs and then a "smoke test" by a tester
3.3	Test Results	\$ 44,548.03	243	Testing by test team over a three month period
3.4	User Acceptance Testing Completion Report	\$ 12,625.27	64	Three person effort (testers, BA, and PM) to write.
<b>Task 3.0 - Sub-Total:</b>		<b>\$ 120,000.00</b>	<b>621</b>	
<b>Task 4.0 - Training Deliverables</b>				
4.1	Training Plan	\$ 50,264.12	222	Much of the training will be similar for all staff users with additional materials as needed.
	3 System Admins	\$ 6,609.12	30	This accounts for both the preparations and delivery of the training. System User will have the same basic training plus additional to cover their responsibilities.
	5 Super Users	\$ 8,522.29	37	This accounts for both the preparations and delivery of the training. Super Users will have some additional training based on their roles.
	HCD Staff Training Sessions (up to 15 Staff)	\$ 13,566.09	60	This accounts for both the preparations and delivery of the training.
	Training Webinars/Videos for External users / applicants (2)	\$ 20,175.22	89	This is for the preparation of the webinars that external users can log on and watch.
	Training Schedule	\$ 1,391.39	6	Preparation of the schedule and presentation to HCD.
4.2	Training Evaluation and Attendance Report	\$ 4,035.04	18	Preparation of the report and presentation to HCD
4.3	Training Materials and User Manual	\$ 17,700.84	79	Will be developed over time as the system is modified.
<b>Task 4.0 - Sub-Total:</b>		<b>\$ 72,000.00</b>	<b>319</b>	

(A) #	(B) Project Tasks and Deliverables Names	Cost	Staff Hours (Total)	Task Assumptions (for instance: cost drivers, resources, number of interactions and reviews/approvals, additional staff, unclear State expectations/requirements, other cost drivers, etc.)
<b>Task 5.0 – System Implementation Deliverables</b>				
5.1	System Disaster Recovery Plan	\$ 10,733.89	51	This will include a test of the backup and recovery process.
5.2	Completed RTM	\$ 5,893.76	35	This will be created as part of the testing. The completed RTM will define all that needs to be modified.
5.3	Final Readiness Assessment	\$ 7,375.43	38	Report will be created at the end of testing and presented to HCD
5.4	Rollout Survey	\$ 13,104.57	71	This will be based on current survey and phasing logic with modifications as necessary as defined in the Narrative "Survey."
5.5	Rollout to Production Environment	\$ 114,064.05	603	These are the additional hours for required modifications to application, closing documents, and branding as defined in the narrative "Implementation Plan." It also includes the hours required to meet the "not out of the box" shown in Exhibit Q - Deliverables, exclusive of 508 compliance and Security, which GCR will complete without cost to HCD.
5.6	Full System Acceptance	\$ 40,828.30	216	Testing to demonstrate full system functionality
Task 5 - Sub-Total:		\$ 192,000.00	1014	
<b>Task 6.0– Closeout Deliverables</b>				
6.1	Project Closeout Checklist	\$ 2,683.47	14	Time to prepare the checklist and present to HCD.
6.2	Training	\$ 1,473.44	9	Time for modifications that need to be made to training materials.
6.3	Final RTM	\$ 1,843.86	11	Will be developed as part of Task 5.2 and presented to HCD.
6.4	Final Project Summary Report	\$ 3,276.14	20	Will be created at end of project and presented to HCD
6.5	Maintenance and Operations Plan	\$ 28,516.01	146	Plan for maintenance going forward.
6.6	Data Dictionary	\$ 10,207.07	54	Final data dictionary based on Task 2.2
Task 6.0- Sub-Total:		\$ 48,000.00	254	
<b>Maintenance and Operations</b>		<b>Cost</b>	<b>Staff Hours (Total)</b>	<b>Task Assumptions (for instance: number of drafts, multiple reviews,</b>
<b>3 - Maintenance &amp; Operation Extensions</b>				
Section 20.0	Maintenance and Operations Services	\$ 180,000.00		This includes the hosting fee and labor for maintenance and operation as required in the SOW.
<b>4 - SAAS License</b>		<b>Cost</b>	<b>Staff Hours (Total)</b>	<b>Task Assumptions (for instance: number of drafts, multiple reviews,</b>
SAAS License	One-time	\$200,000		No labor for license



**EXHIBIT R: COST WORKSHEETS**

**Worksheet #7 - Mandatory Optional Requirement**

Instructions: Provide cost for each Mandatory Optional Requirement and indicate the estimated total number of staff hours, and explain the task assumptions for each requirement cost.

Assumptions should identify Cost drivers, any additional resources, staff, processes, Bidder's interpretation of State expectations/requirements and other items that support the per task/requirement cost. **BIDDER MUST PROVIDE THIS INFORMATION FOR THEIR BID TO BE CONSIDERED RESPONSIVE.**

The assumptions and estimated hours will not modify OOR deliverables, requirements, contract scope, Statement of Work or provide for the Contractor to charge additional cost from the costs provided in the Bidder's Exhibit R Cost worksheet.

Table R.7:

Item #	Require. #	Description	Total Cost	Estimated Hours (Total)	Task Assumptions (for instance: cost drivers, resources, number of iterations and reviews/approvals, additional staff, unclear State expectations /requirements, other cost drivers, etc.)
1	74	The System data should be extractable by third party reporting tools like Power BI, Crystal reports or Oracle reports. Though COIS systems provide out of the box reporting capabilities, some reports may require access to multiple systems. (From SOW 20.2)	\$0	0	eGrants already creates a reporting database that can be accessed by reporting tools, such as Power BI, Crystal Reports, etc. There is no cost for this requirement.
2	75	The System shall have interface capabilities with FICal.	\$20,502	80	This assumes that an API must be built and tested.
3	76	The System shall have interface capabilities with DRGR.	\$22,102	88	This assumes that an API must be built and tested.
4	77 (related to req. 33)	The System shall allow interface with other current and future State information system.	\$31,342	128	Assumes that APIs are not needed. Assumes flat file transfer. Since these systems are unknown at this time, significant time is devoted to the design of the files and the data
5	78 (related to req. 40)	The System shall interface HCD's Grant Management Software and a future construction cost estimating system (Mapping Cost estimating system will be done by vendor.)	\$35,965	144	Need to create APIs to HCDs grants management system and future cost estimating system. Since the nature of these are unknown at this time, this assumes significant time in the and development of the APIs.

Mandatory Optional Requirements Cost Total:

\$ 109,910.80



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# OOR ITN Contract 19-20-006 Final 9-20-2019

Final Audit Report

2019-09-24

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