

# **CDT OSTP Request For Proposal**



**Request For Proposal (RFP) 2526053**

## **PART 1 – BIDDER INSTRUCTIONS**

**FOR**

**CARB Building Embodied Carbon Reporting Tool (BECRT)**

**July 31, 2026**

Issued by:

**STATE OF CALIFORNIA**

**California Department of Technology**

Part 1 of the solicitation contains the Bidder and bidding instructions, proposal form instructions, solution requirements and instructions, and all other instructional/compliance information that the Bidder must meet in order to be considered responsive to the solicitation.

Part 2 of the solicitation contains all forms a Bidder must complete and return with its proposal, including the Statement of Work (SOW), administrative forms, qualification forms, requirement responses, and all exhibits/attachments discussed in Part 1.

**Disclaimer: The original version and any subsequent solicitation addenda released by the Procurement Officer of this solicitation remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications, or provisions, the official State version of the solicitation in its entirety shall take precedence.**

## **TABLE OF CONTENTS**

|                                                                                                |           |
|------------------------------------------------------------------------------------------------|-----------|
| <b>1. INTRODUCTION .....</b>                                                                   | <b>10</b> |
| <b>1.1. PURPOSE OF RFP .....</b>                                                               | <b>10</b> |
| <b>1.2. BACKGROUND .....</b>                                                                   | <b>11</b> |
| <b>1.3. TERM OF CONTRACT .....</b>                                                             | <b>12</b> |
| <b>1.4. CURRENT AND PROPOSED ENVIRONMENTS .....</b>                                            | <b>12</b> |
| <b>1.4.1. CURRENT ENVIRONMENT .....</b>                                                        | <b>12</b> |
| <b>1.4.2. PROPOSED ENVIRONMENT .....</b>                                                       | <b>12</b> |
| <b>1.5. AMERICANS WITH DISABILITIES ACT (ADA) .....</b>                                        | <b>14</b> |
| <b>2. BIDDING INSTRUCTIONS .....</b>                                                           | <b>14</b> |
| <b>2.1. BIDDER ADMONISHMENT .....</b>                                                          | <b>15</b> |
| <b>2.2. COMMUNICATIONS AND CONTACTS .....</b>                                                  | <b>15</b> |
| <b>2.2.1. PROCUREMENT OFFICER .....</b>                                                        | <b>15</b> |
| <b>2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT .....</b>                              | <b>16</b> |
| <b>2.2.3. INTENT TO BID .....</b>                                                              | <b>17</b> |
| <b>2.2.4. REQUEST INVITATION TO STATE'S FILE-SHARING SITE .....</b>                            | <b>17</b> |
| <b>2.2.5. CLOUD COMPUTING SERVICES .....</b>                                                   | <b>19</b> |
| <b>2.2.6. BIDDERS' LIBRARY .....</b>                                                           | <b>19</b> |
| <b>2.3. KEY ACTION DATES .....</b>                                                             | <b>20</b> |
| <b>2.4. BIDDING STEPS .....</b>                                                                | <b>22</b> |
| <b>2.4.1. FINAL PHASE .....</b>                                                                | <b>22</b> |
| <b>2.4.2. DISPOSITION OF PROPOSALS .....</b>                                                   | <b>23</b> |
| <b>2.4.3. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF<br/>        PROPOSALS .....</b>          | <b>23</b> |
| <b>2.5. ALTERNATIVE PROTEST PROCESS .....</b>                                                  | <b>23</b> |
| <b>2.6. RULES GOVERNING COMPETITION .....</b>                                                  | <b>23</b> |
| <b>2.6.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION<br/>        REQUIREMENTS .....</b> | <b>24</b> |
| <b>2.6.2. SOLICITATION DOCUMENTS .....</b>                                                     | <b>24</b> |
| <b>2.6.3. EXAMINATION OF THE WORK .....</b>                                                    | <b>24</b> |
| <b>2.6.4. EXCLUSION FOR CONFLICT OF INTEREST .....</b>                                         | <b>25</b> |

|                                                                                                                                                         |    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 2.6.5. CONFIDENTIALITY .....                                                                                                                            | 25 |
| 2.6.6. BONDS .....                                                                                                                                      | 26 |
| 2.6.7. ADDENDA .....                                                                                                                                    | 26 |
| 2.6.8. COST FOR DEVELOPING PROPOSAL .....                                                                                                               | 26 |
| 2.6.9. DISCOUNTS .....                                                                                                                                  | 26 |
| 2.6.10. SIGNATURE OF PROPOSAL .....                                                                                                                     | 27 |
| 2.6.11. IRREVOCABLE OFFER .....                                                                                                                         | 27 |
| 2.6.12. FALSE OR MISLEADING STATEMENTS .....                                                                                                            | 27 |
| 3. PROPOSAL REQUIREMENTS .....                                                                                                                          | 27 |
| 3.1. PREQUALIFICATION REQUIREMENTS .....                                                                                                                | 28 |
| 3.1.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS<br>(EVAQ)(M) .....                                                                               | 29 |
| 3.2. ADMINISTRATIVE REQUIREMENTS .....                                                                                                                  | 29 |
| 3.2.1. COVER LETTER (M) .....                                                                                                                           | 30 |
| 3.2.2. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M) .....                                                                                                   | 30 |
| 3.2.3. CONFIDENTIALITY STATEMENT (M) .....                                                                                                              | 30 |
| 3.2.4. ABILITY TO PERFORM .....                                                                                                                         | 30 |
| 3.2.5. PRIMARY BIDDER .....                                                                                                                             | 31 |
| 3.2.6. SUBCONTRACTORS .....                                                                                                                             | 31 |
| 3.2.6.1. BIDDER DECLARATION FORM (M) .....                                                                                                              | 32 |
| 3.2.7. AMENDMENT .....                                                                                                                                  | 32 |
| 3.2.8. FINANCIAL RESPONSIBILITY INFORMATION .....                                                                                                       | 33 |
| 3.2.8.1. FINANCIAL STABILITY .....                                                                                                                      | 33 |
| 3.2.8.2. RESPONSIBILITY CERTIFICATION (M) .....                                                                                                         | 33 |
| 3.2.9. INCORPORATION OF EVAQ REQUIREMENTS .....                                                                                                         | 33 |
| 3.2.10. GENERAL PROVISIONS .....                                                                                                                        | 34 |
| 3.2.10.1. INFORMATION TECHNOLOGY - GENERAL PROVISIONS<br>CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP (Cloud)<br>(Revised and Effective 2/20/2025) ..... | 34 |
| 3.2.11. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY (M) .....                                                                                            | 34 |
| 3.2.12. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)                                                                                                      |    |

|                                                                            |    |
|----------------------------------------------------------------------------|----|
| DISCLOSURE NOTIFICATION .....                                              | 35 |
| 3.2.13. STATEMENT OF WORK .....                                            | 35 |
| 3.2.13.1. INSURANCE COVERAGE .....                                         | 35 |
| 3.2.14. PRODUCTIVE USE REQUIREMENTS .....                                  | 36 |
| 3.2.14.1. OPEN SOURCE SOFTWARE REQUIREMENTS .....                          | 36 |
| 3.2.15. SOCIOECONOMIC PROGRAMS .....                                       | 37 |
| 3.2.15.1. BIDDER'S PREFERENCE AND INCENTIVE DECLARATION<br>(M) .....       | 37 |
| 3.2.15.2. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)<br>PROGRAM (M) ..... | 37 |
| 3.2.15.3. DVBE INCENTIVE (O) .....                                         | 38 |
| 3.2.15.4. SMALL BUSINESS PREFERENCE (O) .....                              | 39 |
| 3.2.15.5. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE<br>(O) .....         | 39 |
| 3.2.15.6. COMMERCIALLY USEFUL FUNCTION (M, if applicable) ....             | 40 |
| 3.2.15.7. TARGET AREA CONTRACT PREFERENCE ACT (TACPA)<br>(O) .....         | 40 |
| 3.3. QUALIFICATION REQUIREMENTS .....                                      | 41 |
| 3.3.1. BIDDER QUALIFICATIONS (M) (DS) .....                                | 41 |
| 3.3.2. BIDDER REFERENCES (MS) .....                                        | 42 |
| 3.3.3. KEY STAFF QUALIFICATIONS (M)(DS) .....                              | 43 |
| 3.3.3.1. FULL-TIME/PART-TIME MONTH EQUIVALENTS DEFINITION<br>.....         | 44 |
| 3.3.4. KEY STAFF REFERENCES (MS) .....                                     | 45 |
| 3.4. SOLUTION REQUIREMENTS .....                                           | 46 |
| 3.4.1. FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS (M) (MO)<br>(DS) .....   | 46 |
| 3.4.2. DELIVERABLES AND MILESTONES TABLE (M) .....                         | 46 |
| 3.4.3. NARRATIVE REQUIREMENTS (MS) .....                                   | 47 |
| 4. COST .....                                                              | 47 |
| 4.1. COST WORKBOOK (MS) .....                                              | 47 |

|                                                                                 |    |
|---------------------------------------------------------------------------------|----|
| 4.2. COST WORKBOOK INSTRUCTIONS .....                                           | 48 |
| 4.3. PROJECT PAYMENT TERMS .....                                                | 49 |
| 4.4. SALES TAX .....                                                            | 49 |
| 5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS .....                        | 49 |
| 5.1. PREPARATION .....                                                          | 50 |
| 5.2. COMPLETION OF PROPOSALS .....                                              | 50 |
| 5.3. DELIVERY OF SUBMITTALS .....                                               | 50 |
| 5.4. FORMATTING .....                                                           | 51 |
| 5.4.1. SOFT COPY .....                                                          | 51 |
| 5.5. PROPOSAL CONTENT AND STRUCTURE .....                                       | 52 |
| 5.5.1. VOLUME 1: RESPONSE TO ADMINISTRATIVE AND TECHNICAL<br>REQUIREMENTS ..... | 53 |
| 5.5.2. VOLUME 2: COST .....                                                     | 54 |
| 6. EVALUATION .....                                                             | 54 |
| 6.1. EVALUATION TEAM .....                                                      | 54 |
| 6.2. PROPOSAL EVALUATION .....                                                  | 55 |
| 6.2.1. VALIDATION AGAINST REQUIREMENTS .....                                    | 58 |
| 6.2.2. ERRORS IN THE FINAL PROPOSAL .....                                       | 58 |
| 6.2.2.1. BIDDER RESPONSE CLARIFICATION .....                                    | 59 |
| 6.3. ADMINISTRATIVE REQUIREMENTS EVALUATION .....                               | 59 |
| 6.4. QUALIFICATION EVALUATION .....                                             | 60 |
| 6.4.1. BIDDER QUALIFICATIONS EVALUATION .....                                   | 60 |
| 6.4.2. BIDDER REFERENCES EVALUATION .....                                       | 61 |
| 6.4.3. KEY STAFF QUALIFICATIONS EVALUATION .....                                | 62 |
| 6.4.4. KEY STAFF REFERENCES EVALUATION .....                                    | 62 |
| 6.4.5. BIDDER AND STAFF REFERENCE CHECKS .....                                  | 64 |
| 6.5. SOLUTION REQUIREMENTS EVALUATION .....                                     | 64 |
| 6.5.1. FUNCTIONAL AND NON-FUNCTIONAL EVALUATION .....                           | 64 |
| 6.5.2. DELIVERABLES AND MILESTONES EVALUATION .....                             | 66 |
| 6.5.3. NARRATIVE RESPONSE EVALUATION .....                                      | 67 |
| 6.6. CALCULATE BIDDER PROPOSAL NON-COST SCORE .....                             | 70 |

|                                                                            |    |
|----------------------------------------------------------------------------|----|
| 6.7. COST EVALUATION .....                                                 | 71 |
| 6.7.1. COST SCORE CALCULATION .....                                        | 72 |
| 6.8. SOCIOECONOMIC PROGRAMS EVALUATION .....                               | 72 |
| 6.8.1. DVBE INCENTIVE EVALUATION .....                                     | 73 |
| 6.8.2. SMALL BUSINESS PREFERENCE EVALUATION .....                          | 74 |
| 6.8.3. TACPA PREFERENCE EVALUATION .....                                   | 75 |
| 6.9. BIDDER FINAL SCORE CALCULATION .....                                  | 76 |
| 6.10. PROPOSAL RANK DETERMINATION .....                                    | 76 |
| 6.11. SUBMISSION OF AMENDED FINAL PROPOSAL(S) .....                        | 78 |
| 7. NEGOTIATIONS .....                                                      | 78 |
| 7.1. PROCEEDING TO NEGOTIATIONS .....                                      | 79 |
| 7.2. NEGOTIATION INVITATION .....                                          | 79 |
| 7.3. BEST AND FINAL OFFER SUBMISSION (BAFO) .....                          | 80 |
| 7.4. EVALUATION OF BAFO SUBMISSION .....                                   | 80 |
| 8. CONTRACT AWARD .....                                                    | 80 |
| 9. DEBRIEFING .....                                                        | 81 |
| 10. PROTESTS .....                                                         | 81 |
| 11. INFORMATIONAL ATTACHMENTS .....                                        | 81 |
| ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR<br>CHANGES ..... | 82 |
| ATTACHMENT 2: INTENT TO BID FORM .....                                     | 84 |
| ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM .....                     | 86 |
| 1. Background Information .....                                            | 86 |
| 2. Contract Disclosure .....                                               | 86 |
| ATTACHMENT 4: COVER LETTER FORM .....                                      | 88 |
| ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS FORM...              | 90 |
| ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM .....                         | 92 |
| ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105 .....                         | 94 |
| ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES .....                     | 95 |
| ATTACHMENT 9: DVBE DECLARATIONS .....                                      | 98 |
| ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION (CUF)                          |    |

|                                                                                    |            |
|------------------------------------------------------------------------------------|------------|
| <b>CERTIFICATION .....</b>                                                         | <b>99</b>  |
| <b>ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS .....</b>                         | <b>101</b> |
| <b>ATTACHMENT 12: BIDDER QUALIFICATIONS FORM - INSTRUCTIONS.....</b>               | <b>102</b> |
| <b>ATTACHMENT 13: BIDDER QUALIFICATIONS FORM.....</b>                              | <b>105</b> |
| <b>ATTACHMENT 14: BIDDER REFERENCE FORM .....</b>                                  | <b>113</b> |
| <b>ATTACHMENT 15: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS....</b>             | <b>116</b> |
| <b>ATTACHMENT 15.1: PROJECT MANAGER — QUALIFICATIONS FORM .....</b>                | <b>119</b> |
| <b>ATTACHMENT 15.2: BUSINESS ANALYST — QUALIFICATIONS FORM.....</b>                | <b>125</b> |
| <b>ATTACHMENT 15.3: SOLUTIONS ARCHITECT — QUALIFICATIONS FORM ....</b>             | <b>132</b> |
| <b>ATTACHMENT 15.4: LEAD DEVELOPER — QUALIFICATIONS FORM .....</b>                 | <b>139</b> |
| <b>ATTACHMENT 15.5: TESTING/QUALITY ASSURANCE LEAD – QUALIFICATIONS FORM .....</b> | <b>147</b> |
| <b>ATTACHMENT 15.6: PROJECT MANAGER — REFERENCE FORM.....</b>                      | <b>155</b> |
| <b>ATTACHMENT 15.7: BUSINESS ANALYST — REFERENCE FORM.....</b>                     | <b>158</b> |
| <b>ATTACHMENT 15.8: SOLUTION ARCHITECT — REFERENCE FORM .....</b>                  | <b>161</b> |
| <b>ATTACHMENT 15.9: LEAD DEVELOPER/TECHNICAL LEAD - REFERENCE FORM .....</b>       | <b>164</b> |
| <b>ATTACHMENT 15.10: TESTING/QUALITY ASSURANCE LEAD - REFERENCE FORM .....</b>     | <b>167</b> |
| <b>ATTACHMENT 16: NARRATIVE RESPONSE.....</b>                                      | <b>170</b> |
| <b>ATTACHMENT 17: KEY STAFF REPLACEMENT FORM.....</b>                              | <b>173</b> |
| <b>ATTACHMENT 18: CHANGE REQUEST FORM .....</b>                                    | <b>175</b> |
| <b>ATTACHMENT 19: WORK ORDER AUTHORIZATION FORM .....</b>                          | <b>182</b> |
| <b>ATTACHMENT 20: WORK ORDER AUTHORIZATION ACCEPTANCE DOCUMENT .....</b>           | <b>185</b> |
| <b>ATTACHMENT 21: DELIVERABLE EXPECTATION DOCUMENT .....</b>                       | <b>187</b> |
| <b>ATTACHMENT 22: DELIVERABLE ACCEPTANCE DOCUMENT.....</b>                         | <b>192</b> |
| <b>ATTACHMENT 23: GLOSSARY OF TERMS .....</b>                                      | <b>194</b> |
| <b>ATTACHMENT 24: CONFIDENTIALITY STATEMENT FORM (POST AWARD)...</b>               | <b>205</b> |
| <b>EXHIBIT A: STATEMENT OF WORK.....</b>                                           | <b>207</b> |
| <b>EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS .....</b>                 | <b>292</b> |

|                                                           |            |
|-----------------------------------------------------------|------------|
| <b>EXHIBIT C: DELIVERABLES AND MILESTONES TABLE .....</b> | <b>293</b> |
| <b>EXHIBIT D: COST WORKBOOK.....</b>                      | <b>294</b> |



## **RFP**

# **PART 1 – BIDDER INSTRUCTIONS**

## 1. INTRODUCTION

On behalf of the California Air Resources Board (CARB), this solicitation is being conducted under the authority of the California Department of Technology (CDT) pursuant to Public Contract Code (PCC) §6611 which provides the authority to use a competitive negotiation process when the State's business need or the purpose of a procurement or contract is known, but negotiation is necessary to ensure that the State is receiving the best value or the most cost-efficient goods, services, information technology, and telecommunications.

This solicitation contains the instructions governing the requirements for fixed-price deliverable-based proposals to be submitted by Bidders. Also included in this solicitation is the required format and materials Bidders must follow when responding to this solicitation. This solicitation also addresses the requirements that Bidders must meet to be eligible for consideration, as well as Bidders' responsibilities before and after award.

The following terms are used interchangeably throughout the solicitation documents: (1) "Contract" and "Agreement"; (2) "response" and "proposals".

### 1.1. PURPOSE OF RFP

The purpose of this Request for Proposal (RFP) (hereafter referred to as "solicitation") is to obtain proposals from qualified Bidders to provide CARB and the State of California (hereafter referred to as "State") with the Building Embodied Carbon Reporting Tool (hereafter referred to as "BECRT"). BECRT will:

1. Construct a comprehensive software system for reporting embodied carbon emissions from building materials by regulated parties to CARB. Regulated parties include building material manufacturers, importers, and builder-owners.
2. Allow recordkeeping, analysis, and tracking of embodied carbon in building materials to ensure secure data submission, robust validation mechanisms, and dynamic CARB data analysis.
3. Incorporate features such as custom data entry template creation, regulated entity fee calculation and payment functionality, an environmental accounting system or "ledger" for carbon emissions, and an audit trail system to ensure process transparency and data quality.

The Contract Award, if made, will be to the single Bidder in accordance with the methodology defined in

## SECTION 6. EVALUATION

### 1.2. BACKGROUND

The California Air Resources Board (CARB) was established in 1967 to improve and protect California's air quality by limiting pollution from cars, trucks, fuels, factories, and manufactured products. Its efforts focus on reducing harmful emissions that cause smog, contribute to climate change, and are toxic air contaminants. The reduction of embodied carbon in building materials represents a new area of focus for the agency as a part of CARB's ongoing efforts to implement climate change programs.

Reporting and analyzing greenhouse gas (GHG) emissions contributing to climate change from embodied carbon in building materials refers to a lifecycle assessment (LCA) of GHG emissions resulting from the extraction, manufacturing, transportation, installation, maintenance, use, and disposal of building materials.

Current LCAs for construction materials often lack consistent standards across industries and practitioners. Those involved in developing LCAs use various methodologies, creating challenges for establishing an accurate construction materials GHG emissions database. In addition, smaller manufacturers and builders may lack the technical expertise to conduct LCAs without guidance or standardized tools.

Assembly Bill (AB) 2446 (Holden, 2022) was the original statute adopted for the development of a framework for quantifying and reducing the average carbon intensity of building materials. Carbon intensity refers to GHG emissions, often referred to as carbon dioxide equivalents (CO<sub>2</sub>e), as a function of material mass, energy consumed, industrial activity, or economic activity. AB 43 (Holden, 2023) added to and amended AB 2446. The final goals, processes, and outcomes as defined in AB 2446 and AB 43 are codified in Health and Safety Code (HSC) sections 38561.3 and 38561.6. These statutes direct CARB to develop a framework for measuring the average carbon intensity of materials used in new construction as defined in the regulation and implement a strategy for reducing GHG emissions from such building materials by 40 percent no later than December 31, 2035, relative to a year 2026 baseline. Establishing a 2026 baseline is a component of the overall implementation framework to be developed by CARB but is not a product of BECRT. The baseline will be established using a different approach.

With California's commitment to significantly expanding much-needed housing availability in the coming years, addressing embodied carbon emissions in new construction is urgent. Advancing knowledge

regarding emissions of embodied carbon in building materials through development and implementation of BECRT furthers CARB's emerging role in developing low-carbon construction standards and supports the State's commitment to achieving carbon neutrality by 2045 and advancing California's climate goals.

### **1.3. TERM OF CONTRACT**

Effective upon approval of CDT, Office of Statewide Technology Procurement (OSTP), the base term of the Contract is three (3) years.

The State, at its sole discretion, may exercise its option to execute five (5), one-year extensions to perform software functional updates, maintenance and operations, and ongoing support for a maximum contract term of eight (8) years.

The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the effective date. Any delivery of goods or performance of services by the Contractor that is commenced prior to the effective date shall be at no cost to the State.

The State is not obligated to use any or all of these options. The Agreement is of no effect unless approved by CDT and no work shall begin before full execution of the Agreement.

### **1.4. CURRENT AND PROPOSED ENVIRONMENTS**

#### **1.4.1. CURRENT ENVIRONMENT**

CARB is currently working on a rule-making process to enable AB 2446 and AB 43 statutory mandates. The regulation process is currently in process and there are no existing CARB applications at this time.

#### **1.4.2. PROPOSED ENVIRONMENT**

This section is intended to present an overview of the proposed system and, as such, will not specify any detailed technical requirements. A more detailed description of the proposed environment and overall project requirements for BECRT are included in [EXHIBIT A: STATEMENT OF WORK](#). Details of the solicitation requirements are included in [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

BECRT shall:

1. Establish a reporting system that allows electronic registration for regulated entities (building material manufacturers, importers, and builder-owners) so that they can efficiently report embodied carbon emissions from building materials.
2. Facilitate product tracking, data analysis, and automate communication between CARB and regulated entities.
3. Enable secure data submission, robust validation mechanisms, and dynamic CARB data analysis capabilities to support informed decision-making.
4. Incorporate features such as Excel, CSV, XML, and JSON custom data entry template creation, regulated entity fee payment functionality, an environmental accounting system for carbon emissions, and an audit trail system to ensure process transparency and data quality.

The registration function of BECRT allows building material manufacturers, importers, and owner-builders, to register for the program, emphasizing rigorous validation, notifications, secure password management, and flexible user role assignments. Streamlining data submission and reporting, the system provides user-friendly interfaces and allows CARB to create and disseminate custom templates and forms that users of the system can fill out to provide additional data tied to past inputs into the system. Once the data has been submitted in BECRT, the regulated entity would receive an invoice and have the ability to pay the fee via CARB's payment portal. BECRT will allow staff to track invoices and payment.

BECRT will allow for within-the-system correspondence, where registered users can initiate correspondence in BECRT and respond to correspondence from CARB, submit attachments and text to CARB, and allow CARB to respond to correspondence or to initiate correspondence directly with registered users in BECRT. BECRT incorporates a secure, scalable database, confirming successful data submission and featuring a system where calculations can be performed based on CARB-defined equations from a variety of reported input variables and reference tables.

Additionally, the following will be accomplished with BECRT:

1. Data visualization and reporting: includes a dashboard for a high-level overview of data submission for external users, internal user geographic mapping, and internal user export options for collaborative data analysis.
2. System governance: prioritizes transparency through a comprehensive audit trail and process flows based on the sale or transfer of materials from one registered entity to another.
3. Ledger system: an environmental accounting system that allows for internal user calculations and monitoring of material, GHGs, and cost balances across registered entities over time, can help

establish a limited chain of custody affiliated with specific products, and can generate automated alerts for signaling significant material accounting deviations, all of which will enhance the credibility and reliability of reported data.

## 1.5. AMERICANS WITH DISABILITIES ACT (ADA)

To comply with the nondiscrimination requirements of ADA, it is the policy of the State of California to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the procurement process or for persons having questions regarding reasonable accommodations of the procurement process, you may contact the Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#). You may also contact the State of California at the telephone numbers listed below.

Important: To ensure that we can meet your needs, it is best that we receive your request for reasonable accommodations at least ten (10) working days before the scheduled event, e.g., meeting, conference, workshop, etc., or deadline due date for procurement documents.

**Table 1.5-1: The California Relay Service Telephone Numbers**

| RELAY SERVICE DESCRIPTION   | LANGUAGE          | TELEPHONE NUMBER |
|-----------------------------|-------------------|------------------|
| TTY/VCO/HCO to Voice        | English           | 1-800-735-2929   |
|                             | Spanish           | 1-800-855-3000   |
| Voice to TTY/VCO/HCO        | English           | 1-800-735-2922   |
|                             | Spanish           | 1-800-855-3000   |
| From or to Speech-to-Speech | English & Spanish | 1-800-854-7784   |

## 2. BIDDING INSTRUCTIONS

## 2.1. BIDDER ADMONISHMENT

This procurement will follow an approach designed to increase the likelihood of a successful proposal and Bidder eligibility for an invitation to negotiation.

The Bidder should refer to [SECTION 2.4. BIDDING STEPS](#) to understand the phases applicable to this solicitation and [SECTION 6. EVALUATION](#) to understand the evaluation process. It is the Bidder's responsibility to:

1. Carefully read the entire solicitation.
2. Submit questions in a timely manner.
3. Submit all required responses by the required dates and times specified in [SECTION 2.3. KEY ACTION DATES](#).
4. Abide by all procedures and requirements of the solicitation.
5. Not include conditional statements, assumptions, or exception language with proposals.
6. Carefully review the solicitation requirements prior to submission of a proposal to ensure nothing has been overlooked.

## 2.2. COMMUNICATIONS AND CONTACTS

The State uses an online procurement system known as *Cal eProcure* to communicate with prospective Bidders and suppliers. Information and ongoing communications for this solicitation will be posted by the State on the *Cal eProcure* website, [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov).

Oral communications by Agency/state entity officers and employees concerning this solicitation shall not be binding on the State and shall in no way excuse the Bidder of any obligations set forth in this solicitation.

### 2.2.1. PROCUREMENT OFFICER

The Procurement Officers are the State's designated authorized representative regarding this procurement and are the sole point of contact.

Bidders are directed to communicate all correspondence regarding this procurement to both the Procurement Officer and the Secondary Procurement Officer at the contact information below.

**Table 2.2.1-1: Procurement Officers**

| DESCRIPTION                    | CONTACT INFORMATION                                                                             |
|--------------------------------|-------------------------------------------------------------------------------------------------|
| Department Name:               | California Department of Technology (CDT), Office of<br>Statewide Technology Procurement (OSTP) |
| Procurement Officer:           | Jyoti Patel Osby                                                                                |
| E-mail:                        | Jyoti.PatelOsby@state.ca.gov                                                                    |
| Phone:                         | 916-800-1907                                                                                    |
| Secondary Procurement Officer: | Amy Snow                                                                                        |
| E-mail:                        | Amy.Snow@state.ca.gov                                                                           |
| Phone:                         | 916-460-9817                                                                                    |

## **2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT**

Bidders requesting clarification of the intent, terms and conditions, content of this solicitation, or on procedural matters regarding the competitive bid process should submit [ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES](#) via email addressed to the Procurement Officers listed in [SECTION 2.2.1. PROCUREMENT OFFICER](#).

If the Bidder believes that one or more of the solicitation requirements is onerous, unfair, or imposes unnecessary constraints on the Bidder proposing a less costly or an alternate solution, the Bidder may request a change to the solicitation by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change using [ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES](#). Such request must be submitted to the Procurement Officers by the date specified in [SECTION 2.3. KEY ACTION DATES](#).

Written questions and requests for changes must be submitted, using Microsoft Excel or Word, by e-mail to the Procurement Officers identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#), using [ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES](#).

The e-mail must include the solicitation identification information from the solicitation title page in the



subject line. To ensure a response, questions and/or requests for changes must be received in writing by the date(s) specified in [SECTION 2.3. KEY ACTION DATES](#). Question and answer sets will be posted to Cal eProcure and will not identify the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

If a Bidder desires clarification or further information on the content of the solicitation, but whose questions relate to the proprietary aspect of its proposal and disclosure exposes its proposal to other Bidders, the question may be submitted using the same criteria above with the notation, "CONFIDENTIAL." The Bidder must explain why the question is sensitive in nature. If the State concurs that the disclosure of the question or the answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be confidentially maintained. If the State does not concur with the proprietary nature of the question, the Bidder will be notified and may withdraw the question. If the question is not withdrawn, the question and response will not be confidentially maintained.

Only questions submitted in writing and answered in writing by the Procurement Officer shall be binding and official.

### **2.2.3. INTENT TO BID**

Bidders that wish to participate in the solicitation should submit a completed [ATTACHMENT 2: INTENT TO BID FORM](#) by the date specified in [SECTION 2.3. KEY ACTION DATES](#).

This document shall be sent by e-mail to the Procurement Officers identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#).

It shall be the Bidder's responsibility to notify the Procurement Officers regarding any change to its Intent to Bid or the contact 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, of any change pertaining to the designated contact person.

### **2.2.4. REQUEST INVITATION TO STATE'S FILE-SHARING SITE**

The Bidder must e-mail the Procurement Officer by the due date specified in [SECTION 2.3. KEY ACTION DATES](#) no more than two (2) contacts who will have access to the State's file sharing site to electronically upload Bidder's proposal. Once provided, an invitation to the State's file sharing site will be sent to those

individuals. It is the Bidder's responsibility to confirm receipt of the invitation with the Procurement Officer.

A separate file location will be created for each Bidder accessible only to the Bidder Contact(s).

**The file sharing site does not allow access from outside the Continental United States.**

It is highly recommended that Bidders upload a test MS Word, MS Excel, and PDF file to each folder at least five (5) calendar days prior to the due date to test access to the State's file sharing site. Upon successful upload, notify the Procurement Officer and the test file will be deleted. It is the Bidder's responsibility to gain access to the file-sharing site to submit their proposal.

The file sharing site will provide a primary folder for each Bidder to submit their proposal. Each Bidder's folder will contain subfolders: Volume 1, Volume 2.

The Bidder contacts will be required to upload a complete copy of the Bidder's proposal to the appropriate folders.

If a Bidder fails to request access to the file sharing site by the due date specified in the Key Action Dates, the State cannot guarantee access to the site prior to the proposal submittal due date and no other submissions outside of the file sharing site will be considered.

**COST:**

- The Bidder Contacts will be required to upload a complete copy of the Bidder's **EXHIBIT D: COST WORKBOOK** in the appropriate cost folder.
- The Bidder's **EXHIBIT D: COST WORKBOOK** file shall be titled with the *[Bidder's Name]* and Project Name - *[CDT 2526053 - EXHIBIT D: COST WORKBOOK]*, and deposited in the folder labeled "Volume 2".
- The Bidder's Cost Workbook shall be in MS Excel format (version 2019 or higher).
- Prior to submission, Bidders MUST apply an encryption password to the Cost Workbook.
- The Bidder will be required to e-mail the encryption password to the Procurement Officer and Secondary Procurement Officer at the same time the Bidder uploads their cost workbook.

If a file is uploaded in error to a file sharing site folder, the Bidder may submit a request by e-mail to the Procurement Officer prior to the last day to submit responses. **Do not upload compressed files (.zip files) onto the file sharing site.**

Proposals must be received no later than the date and time specified in [SECTION 2.3. KEY ACTION DATES](#). Late receipt of a proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

## **2.2.5. CLOUD COMPUTING SERVICES**

Per the State's Cloud Computing Policy, whenever feasible, agencies/state entities will utilize the CalCloud services provided by CDT. These service options include Software-as-a-Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). Vendors are required to host their proposed solution in a manner that complies with the requirements identified in [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

## **2.2.6. BIDDERS' LIBRARY**

The Bidders' Library is an online repository of information intended to help bidders develop their proposal. Throughout the solicitation, the State will make available a Bidders' Library containing reference and supporting documentation that Bidders may review and use to prepare their proposals. Bidders are encouraged to review the information in the Bidders' Library to gain a thorough understanding of the BECRT Project.

Example content includes:

- Approved Technology Stack
- Architecture Standards
- Enterprise Data Questionnaire

To obtain access to the Bidders' Library, Bidders must e-mail a request to the Procurement Officers listed in [SECTION 2.2.1. PROCUREMENT OFFICER](#) and sign and submit [ATTACHMENT 2: INTENT TO BID FORM](#), [ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM](#), and [ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM](#). It is the Bidder's responsibility to provide the Procurement Officer with all the required documentation to obtain access to the Bidder's Library. The e-mail should include the names, titles, phone numbers, and e-mail addresses of no more than two (2) contacts. Once the required forms are received, access information will be emailed to the Bidder's single point of contact as specified in the Bidder's Intent to Bid form within three (3) State business days of receipt. Bidders are not allowed to share or provide this information with or to anyone.

The State will upload documents to the Bidders' Library as it becomes available during the course of the procurement. Additions to the Bidders' Library may be made without requiring solicitation addenda or notification to the Bidders. It is each Bidder's responsibility to check frequently for updates to the Bidders' Library as notification of updates will not be provided.

The State will provide updated information as it becomes available during the course of the solicitation. The State will ensure the latest documents are provided in the Bidders' Library.

## 2.3. KEY ACTION DATES

Key Action Dates provides the key action dates and times by which actions must be taken or completed. If the State finds it necessary to change these dates or times, it will be accomplished via an addendum to this solicitation with the exception of dates listed after the Bidder's submission of proposal. Dates listed after the Bidder's submission of proposal are estimated and may be adjusted without addendum to this solicitation. All times listed are for Pacific Time. Unless otherwise specified, all times are 5:00 PM Pacific Time.

**Table 2.3-1: Key Action Dates (KAD)**

| ITEM | ACTION                                                                                                                                  | DATE AND TIME   |
|------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1.   | Release of Solicitation                                                                                                                 | July 31, 2026   |
| 2.   | Last day to submit questions and request for changes: <a href="#">ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES</a> | August 14, 2026 |
| 3.   | State's response to Bidder's questions, and release of potential addendum <sup>1</sup>                                                  | August 21, 2026 |

| ITEM | ACTION                                                                                                                                                                                         | DATE AND TIME                    |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| 4.   | Submit:<br><br><a href="#">ATTACHMENT 2: INTENT TO BID FORM</a><br><br>and<br><br><a href="#">ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM</a>                                                 | August 28, 2026                  |
| 5.   | Last Day for Bidders to request an invitation to the State's file-sharing site to submit a proposal (Refer to <a href="#">SECTION 2.2.4. REQUEST INVITATION TO STATE'S FILE-SHARING SITE</a> ) | August 28, 2026                  |
| 6.   | Last day to submit proposal<br><br>Last day to be deemed eVAQ approved by OSTP. <sup>2</sup>                                                                                                   | September 4, 2026, 12:00 pm PST  |
| 7.   | Proposal Evaluation Period                                                                                                                                                                     | September 4 - September 18, 2026 |
| 8.   | Negotiations                                                                                                                                                                                   | TBD                              |
| 9.   | BAFO submission and BAFO Evaluation                                                                                                                                                            | TBD                              |
| 10.  | Notification of Award/Contract Execution                                                                                                                                                       | December 9, 2026                 |
| 11.  | Anticipated Contract Start                                                                                                                                                                     | December 11, 2026                |

<sup>1</sup> Or five (5) working days following the last addendum that changes the requirements of the solicitation.

<sup>2</sup> If Bidder does not have an approved eVAQ application on file with OSTP, it is recommended that Bidders allow a minimum of four (4) weeks prior to proposal due date for the State to process and approve Bidder's eVAQ application.

## 2.4. BIDDING STEPS

The following instructions provide the steps to submit a response to this solicitation by interested Bidders. Details surrounding proposals are described further in [SECTION 3. PROPOSAL REQUIREMENTS](#).

The Bidder is expected to follow the format requirements and utilize all forms included in this solicitation necessary for its response. This solicitation also addresses the Bidder responsibilities and requirements it must meet to be eligible for consideration. If the Bidder fails to follow the provided instructions, the Bidder may be disqualified from the solicitation process.

Refer to [SECTION 2.3. KEY ACTION DATES](#) to determine which phases and mandatory steps are included in this solicitation. [SECTION 2.3. KEY ACTION DATES](#) lists milestones, mandatory steps, and due dates for deliverables in this solicitation. Bidders must submit a pre-qualified Electronic Vendor Application of Qualifications (eVAQ) as detailed in [SECTION 3.1.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS \(EVAQ\)\(M\)](#).

### 2.4.1. FINAL PHASE

The final phase consists of a proposal (Mandatory) and, if requested by the State, a Best and Final Offer (BAFO).

The purpose of the final phase is to obtain proposals that are responsive in every respect. The proposal is a mandatory step for all Bidders; all other steps are optional unless otherwise stated in [SECTION 2.3. KEY ACTION DATES](#).

The proposal must be complete, and include all cost information, required signatures, contract changes issued by the State via an addendum and corrections made to those defects noted by the State in its review of the draft proposal, if any. Bidders that submitted proposals meeting the criteria identified in

[SECTION 7. NEGOTIATIONS](#) will be eligible to receive an invitation to negotiate with the State.

The State, at its sole discretion, may request a BAFO from those Bidders that participated in the Negotiation Process as identified in [SECTION 7. NEGOTIATIONS](#).

## **2.4.2. DISPOSITION OF PROPOSALS**

All materials submitted in response to this solicitation will become the property of the State of California. All phases of the proposal shall be retained for official files and will become a public record after the Notification of Award is posted.

## **2.4.3. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS**

A Bidder may withdraw its Final Proposal at any time prior to the Final Proposal submission date and time specified in [SECTION 2.3. KEY ACTION DATES](#), by submitting a written notification of withdrawal signed by an authorized representative of the Bidder in accordance with [SECTION 2.6.10. SIGNATURE OF PROPOSAL](#). The Bidder may thereafter submit a new or modified proposal prior to the respective proposal submission date and time specified in [SECTION 2.3. KEY ACTION DATES](#). Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, Final Proposals cannot be changed or withdrawn after the deadline date and time designated for receipt, except as provided in the solicitation.

## **2.5. ALTERNATIVE PROTEST PROCESS**

This solicitation is being conducted under (PCC) §6611 et seq; protests are not applicable to this solicitation.

## **2.6. RULES GOVERNING COMPETITION**

This solicitation, the evaluation of responses, and the award of any resultant Contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of IT goods and services or telecommunications by public bodies in the State of California.

### **2.6.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS**

The State has established certain requirements with respect to proposals to be submitted by prospective Contractors. The use of “shall,” “must,” or “will” (except to indicate simple futurity) in the solicitation indicates a requirement or condition which is mandatory.

Non-compliance with any mandatory requirement will disqualify a Bidder from further participating in Evaluation, Negotiations and Contract Award.

The words “should” or “may” in the solicitation indicate desirable attributes or conditions, but are non-mandatory in nature.

### **2.6.2. SOLICITATION DOCUMENTS**

This solicitation document includes, in addition to an explanation of the State’s requirements which must be met, instructions which prescribe the format and content of proposals to be submitted and the model of the Contract to be executed between the State and the successful Bidder.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Bidder shall immediately notify the Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#), of such error in writing and request clarification or modification of the document.

If the solicitation document contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall bid at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of proposals, and is awarded the Contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. Modifications will be made by addenda issued pursuant to [SECTION 2.6.7. ADDENDA](#) .

### **2.6.3. EXAMINATION OF THE WORK**

The Bidder should carefully examine the entire solicitation document and any addenda thereto, and all related materials and data referenced in the solicitation document or otherwise available to the Bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.



## **2.6.4. EXCLUSION FOR CONFLICT OF INTEREST**

No consultant shall be paid out of State funds for developing recommendations on the acquisition of telecommunication, information technology (IT) products or services or assisting in the preparation of the project approval lifecycle documents (stages 2, 3, or 4), while in effect, if that consultant is to be a source of such acquisition or could otherwise directly and/or materially benefit from State adoption of such recommendations or the course of action recommended in the project approval lifecycle documents (stages 2, 3, or 4). Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus IT products if that consultant would directly and/or materially benefit from State adoption of such recommendations.

A consultant shall not be eligible to serve as the Prime Contractor or subcontractor pursuant to this solicitation if the Contractor/subcontractor is currently working on the solicitation in an Independent Verification and Validation (IV&V) role.

The Bidder must complete and submit [ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM](#) with its proposal.

## **2.6.5. CONFIDENTIALITY**

Bidder material becomes public only after the Notification of Award is released. If material marked “confidential,” “proprietary,” or “trade secret” is requested pursuant to the Public Records Act, the State will make an independent assessment whether it is exempt from disclosure. If the State disagrees with the Bidder, the State will notify the Bidder and give them a reasonable opportunity to justify their position or obtain a court order protecting the material from disclosure.

The Bidder should be aware that marking a document “confidential” or “proprietary” in a proposal may exclude it from consideration for award and will not keep that document from being released after notice of award as part of the public record, unless a court has ordered the State not to release the document.

The content of all working papers and discussions relating to the Bidder’s proposal shall be held in confidence indefinitely, unless the public interest is best served by an item’s disclosure because of its direct pertinence to a decision, agreement or the evaluation of the proposal.

Any disclosure of confidential information by the Bidder may be the basis for rejecting the Bidder’s proposal and ruling the Bidder ineligible to further participate. Any disclosure of confidential information by

a State employee is a basis for disciplinary action, including dismissal from State employment, as provided by Government Code §19570 et seq. Total confidentiality is paramount; it cannot be over emphasized.

#### **2.6.6. BONDS**

The State reserves the right to require a performance bond or other security document as specified in the solicitation from the Bidder in an amount not to exceed the amount of the Contract. In the event the State requires a surety bond that has not been expressly required by the solicitation, the State will reimburse the Bidder as an addition to the purchase price in an amount not exceeding the standard premium on such bond.

#### **2.6.7. ADDENDA**

The State may modify the solicitation at any time prior to submission of proposal by issuing an addendum. Addenda will be numbered consecutively and released to all Bidders via Cal eProcure.

The Bidder is allowed five (5) working days to submit written questions regarding the addendum according to the instructions contained in [SECTION 2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT](#).

#### **2.6.8. COST FOR DEVELOPING PROPOSAL**

Costs for developing proposals are the responsibility entirely of the Bidder and shall not be chargeable to the State.

#### **2.6.9. DISCOUNTS**

In connection with any discount offered, except when a provision is made for a testing period preceding acceptance by the State, time will be computed from the date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. When a provision is made for a testing period preceding acceptance by the State, the date of delivery shall mean the date the supplies or equipment are accepted by the State during the specified testing period. Payment is deemed made, for the purpose of earning the discount, on the date of mailing the State warrant or check.

Cash discounts offered by bidders for the prompt payment of invoices will not be considered in evaluating offers for award purposes; however, all offered discounts will be taken if the payment is made within the discount period, even though not considered in the evaluation of offers.

#### **2.6.10. SIGNATURE OF PROPOSAL**

A cover letter shall be considered an integral part of the Final Proposal and any proposal form requiring signature, must be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned Final Proposal may be rejected.

The draft proposal, if applicable, must also contain the cover letter, including the title of the person who will sign, but need not contain the signature.

#### **2.6.11. IRREVOCABLE OFFER**

Bidder's response to this solicitation shall constitute a firm offer, which shall remain irrevocable for not less than 120 calendar days following the Contract Award date specified in [SECTION 2.3. KEY ACTION DATES](#). In the event of a delay in Contract Award, a Bidder may extend the expiration date of its firm offer an additional 30 calendar days by written notice to the State.

This expiration date may be further extended by mutual agreement between the State and the Bidder, in order to accommodate processing time for required approvals and other solicitation-related reviews.

#### **2.6.12. FALSE OR MISLEADING STATEMENTS**

Proposals that contain false or misleading statements, or provide references that do not support an attribute or condition claimed by the Bidder, may be the basis for rejecting the Bidder's proposal. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this solicitation document, may be the basis for rejecting the Bidder's proposal.

### **3. PROPOSAL REQUIREMENTS**

This section contains the mandatory, mandatory scored, mandatory optional and desirable scored proposal requirements that must be met in order to be considered responsive to this solicitation.

The documents that must be submitted with the Bidder's proposal are noted as "Mandatory" "(M)", "Mandatory Scored" "(MS)", or "Mandatory Optional" "(MO)" and "Desirable Scored" "(DS)" in this section.

The proposal requirements listed in this section are denoted as follows:

1. (M) Sections labeled as "Mandatory" or "M" are not negotiable. To be considered responsive to these requirements, all requirements identified as (M) must receive a response from the Bidder. Failure to respond to any (M) requirements where indicated shall result in a "fail" and disqualification of the proposal.
2. (MS) Sections labeled "Mandatory Scored" or "MS" are not negotiable. To be considered responsive to these requirements, all requirements identified as (MS) must receive a response. Failure to respond to any (MS) requirement where indicated shall result in a "fail" and disqualification of the proposal. The State's evaluation team will review responses to (MS) requirements and award points, if applicable, per criteria stated in [SECTION 6. EVALUATION](#).
3. (MO) Sections labeled "Mandatory Optional" or "MO" are not negotiable. To be considered responsive to these requirements, all requirements identified as (MO) must receive a response. Failure to respond to any (MO) requirement where indicated shall result in a "fail" and disqualification of the proposal. It is at the State's option/discretion on whether to utilize the option in the Contract.
4. (DS) Sections labeled "Desirable Scored" or "DS" are not required to be offered by the Bidder in order to be responsive with the solicitation requirements. The Bidder may choose whether to meet requirements labeled as (DS). However, if a Bidder offers any of these (DS) requirement, the Bidder must meet the minimum requirements as stated in the section. The State will review responses to (DS) requirements and apply points, if applicable, per criteria stated in [SECTION 6. EVALUATION](#).

### **3.1. PREQUALIFICATION REQUIREMENTS**

This section details the requirements necessary for Bidders to qualify for contract award. Failure to complete or comply will disqualify Bidder(s) and the State will not move forward with evaluating the proposal, conducting negotiations and contract award. The State will not seek modifications or clarifications after proposal submission due date for any prequalification requirements.

### **3.1.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS (EVAQ)(M)**

It is the responsibility of the Bidder to ensure they have an OSTP-approved eVAQ and all applicable requirements and provisions for this solicitation are met. Failure to have an OSTP-approved eVAQ prior to proposal submission due date will disqualify Bidder(s) and the State will not move forward with evaluating the proposal, conducting negotiations and contract award. The State will not seek eVAQ modifications or clarifications after proposal submission due date.

The State's eVAQ is an external process to this solicitation. The intent of the pre-qualification is to process as much of the administrative requirements required to do business in the State of California in advance to streamline the solicitation process. Bidders are required to have an OSTP-approved eVAQ application on file prior to the Key Action Date for the Last day to submit proposal (refer to [SECTION 2.3. KEY ACTION DATES](#)) in order for your proposal to be accepted for evaluations.

The application can be accessed at <https://cadtprod.service-now.com/vendor>.

If the Bidder's firm is new to the eVAQ process, account registration is necessary and free of charge.

If a Bidder has an approved eVAQ on file, it is the Bidder's responsibility to ensure:

1. The eVAQ is a CDT OSTP-approved eVAQ (not a Department of General Services (DGS) eVAQ)).
2. All information required to be submitted with the eVAQ is up to date and valid.

All questions related to the eVAQ should be addressed to the Procurement Officer.

### **3.2. ADMINISTRATIVE REQUIREMENTS**

This section contains the mandatory and optional administrative requirements that must be met in order to be considered responsive to this solicitation. Additional administrative requirements for this solicitation are being processed through the electronic Vendor Application of Qualifications (eVAQ). Please refer to [SECTION 3.1.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS \(EVAQ\)\(M\)](#) for more information.

### **3.2.1. COVER LETTER (M)**

The Bidder must complete and submit [ATTACHMENT 4: COVER LETTER FORM](#) with their proposal.

A cover letter shall be considered an integral part of the proposal and any proposal form requiring signature, must be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

### **3.2.2. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)**

The Bidder must complete and submit [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS FORM](#). The Bidder must indicate its willingness and ability to satisfy these requirements by responding "Yes" in the "Bidder Agrees Yes/No" column. A "No" response to any of the mandatory administrative requirements may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

### **3.2.3. CONFIDENTIALITY STATEMENT (M)**

The Bidder must agree to the State's confidentiality requirements by submitting a signed [ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM](#), for the Bidder's company. The completed confidentiality statement must be submitted as indicated in [SECTION 2.3. KEY ACTION DATES](#).

The Bidder engaging in services pertaining to this solicitation, requiring contact with confidential State information or State customer information will be required to exercise security precautions for all such data that is made available and must accept full legal responsibility for the protection of this confidential information. This includes all statistical, personal, technical, and/or other confidential personal data and information relating to the State's operations that are designated confidential by the State.

The Bidder will also be required, upon Contract award, to submit a signed confidentiality statement from all personnel, agents, and subcontractors assigned to the awarded Contract.

### **3.2.4. ABILITY TO PERFORM**

Prior to award of the Contract, the State must be assured that the Bidder selected has all of the resources to successfully perform under the Contract. This includes, but is not limited to, personnel in the quantity

and with the skills required; equipment of appropriate type and in sufficient quantity; financial resources sufficient to complete performance under the Contract; and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder's ability to perform under the Contract if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted five (5) working days to submit the information requested in writing. Examples of the type of financial responsibility information requested may include annual reports and current audited balance sheets for the Bidder's firm.

### **3.2.5. PRIMARY BIDDER**

An award, if made, will be to a primary Bidder. The awarded primary Bidder will be responsible for successful performance of all subcontractors and support services offered in response to this solicitation. All State policies, guidelines, and requirements that apply to the primary Bidder also apply to subcontractors, as applicable to the products and services they provide and to their role as a subcontractor. Furthermore, the State will consider the primary Bidder to be the sole point of contact regarding contractual matters for the term of the resulting Contract. The Bidder shall not assign financial documents to a third-party without prior written approval by the State, and an amendment to the resulting Contract.

### **3.2.6. SUBCONTRACTORS**

Nothing contained in the resulting Contract shall create any relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations. The Contractor is fully responsible to the State for the acts and omissions of the Contractor's subcontractors and of persons either directly or indirectly employed by the Contractor.

The Contractor shall not change subcontractor(s) and/or DVBE subcontractor(s) if such changes conflict with the work to be performed under this Contract. For DVBE subcontractor changes, the Contractor shall utilize another DVBE subcontractor. The State recognizes that changes to subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) working days prior to the existing subcontractor's termination. If this should occur, the Contractor should be aware that the State Contract administrator or designee must approve any changes to the subcontractor(s) prior to the termination of the existing subcontractor(s). This also includes any changes made between submittal of

the proposal and actual start of the Contract.

Contractor understands and agrees to comply with the requirements set forth in Military and Veterans Code, Section 999 et seq. that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code, Section 999.5(f), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both the awarding department and the Department of General Services (DGS) prior to the commencement of any work by the proposed subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

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

The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new subcontractor(s) ready to begin work on the contract.

The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to pay or to enforce the payment of any money to any subcontractor. Contractor is solely responsible for any payments to or claims made by subcontractors.

### **3.2.6.1. BIDDER DECLARATION FORM (M)**

The Bidder must complete and submit [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#), with its proposal. When completing the declaration, the Bidder must identify all subcontractors proposed for participation in the Contract. The Bidder awarded the Contract 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 [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#) answering the applicable questions on the form, and submit it with its proposal. The form is available at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

### **3.2.7. AMENDMENT**

Any Contract executed as a result of this solicitation may be amended consistent with the terms and



conditions of the Contract and by mutual consent of both parties, subject to approval by the OSTP.

### **3.2.8. FINANCIAL RESPONSIBILITY INFORMATION**

In order to minimize the potential risk of default due to financial issues, the State reserves the right to request additional documentation throughout the life of the awarded Contract.

The State must be assured that the Contractor continues to have the financial resources to sustain its operations during the term of the Contract.

#### **3.2.8.1. FINANCIAL STABILITY**

In order to minimize the potential risk of default due to financial issues, the State reserves the right to request additional documentation throughout the life of the awarded Contract.

The State must be assured that the bidder continues to have the financial resources to sustain its operations during system development and implementation phases including the time required for the State to pay the Contractor after system acceptance.

#### **3.2.8.2. RESPONSIBILITY CERTIFICATION (M)**

The bidder must certify in writing, to the best of its knowledge and belief, that the bidder, the bidder's subcontractor(s) or any personnel related to the Contract to be awarded are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of Contracts by any state or federal agency.

The bidder must certify it complies with this requirement as part of its Final Response, and if the bidder is selected, again, each time their awarded contract is renewed.

### **3.2.9. INCORPORATION OF EVAQ REQUIREMENTS**

Bidders are advised that the Contract awarded as a result of this solicitation shall automatically incorporate by reference all Requirements as well as Terms and Conditions of the eVAQ. The Bidder's eVAQ, in its entirety, shall be incorporated into any Contract awarded as a result of this solicitation, and shall remain in effect after eVAQ expiration, and throughout the life of the Contract awarded as a result of this solicitation, including all optional years.

### **3.2.10. GENERAL PROVISIONS**

As a condition of submitting a response to this solicitation, the Bidder agrees to abide by all terms and conditions of the solicitation as written. The Bidder is advised that deviations from the State-approved Terms and Conditions may be the basis for rejection of the Bidder's proposal.

The State may consider limited negotiations around its standard terms, including the General Provisions, during the negotiation phase of the solicitation. Any negotiation of the General Provisions shall be limited to those provisions of the General Provisions that explicitly allow for changes by adding terms and conditions to the Statement of Work. Any changes to the State's standard terms, including the General Provisions, shall be at the sole and absolute discretion of the State.

Per State's Cloud Smart Computing Policy, agencies/state entities must first consider CDT Managed Cloud Services or CDT approved cloud service offerings. These service options include Software as a Service (SaaS), Platform as a Service (PaaS) and Infrastructure as a Service (IaaS). Refer to [EXHIBIT A: STATEMENT OF WORK, SECTION 10. State Data Center Requirement](#) for specific hosting requirements for this solicitation.

#### **3.2.10.1. INFORMATION TECHNOLOGY - GENERAL PROVISIONS CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP (Cloud) (Revised and Effective 2/20/2025)**

The Contract awarded as a result of this solicitation shall automatically incorporate by reference the **Department of General Services Procurement Division, INFORMATION TECHNOLOGY - GENERAL PROVISIONS CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP (Cloud)**, (Revised and Effective 2/20/2025), which can be found at the following URL: <https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/IT-General-Provisions-Cloud-DGS-PD-402ITGP-Revised-02202025.pdf>

### **3.2.11. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY (M)**

The Prime 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.

### **3.2.12. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) DISCLOSURE NOTIFICATION**

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI, while balancing the risks of these technologies.

Bidder must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) [4986.2](#).

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

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

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

### **3.2.13. STATEMENT OF WORK**

[EXHIBIT A: STATEMENT OF WORK](#) identifies and describes the tasks and responsibilities of the Contractor and the responsibilities of the State during the term of the Contract.

The Bidder is advised that deviations to the SOW may be the basis for rejection of the Bidder's proposal. Refer to Part 2, Bidder Response [EXHIBIT A: STATEMENT OF WORK](#).

#### **3.2.13.1. INSURANCE COVERAGE**

In accordance to the [EXHIBIT A: STATEMENT OF WORK, SECTION 35. Insurance Requirements, SECTION 3.2.8.2. RESPONSIBILITY CERTIFICATION \(M\)](#), the Contractor must furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements

showing the State as an “additional insured” if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificate(s) is insufficient for this purpose. When performing work on State-owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers’ compensation policy.

The prime Contractor shall agree to furnish the State with satisfactory evidence of insurance within ten (10) calendar days of Contract award.

### **3.2.14. PRODUCTIVE USE REQUIREMENTS**

The productive use requirements protect the State from new software having no record of proven consistent performance. The State will only accept proven technology products.

The proposed solution must include only off-the-shelf software. No software may be proposed, specified, or employed if the manufacturer has announced an end to support. The productive use requirements defined in this section do not apply to any portion of the custom software developed for the State or to modifications to custom software that was developed for the State under this Contract prior to submittal and throughout Contract duration.

#### **3.2.14.1. OPEN SOURCE SOFTWARE REQUIREMENTS**

If the Bidder’s proposed solution includes Open Source software, the Open Source software must:

- Be identified and submitted to CARB in advance for review and approval.
- Comply with licensing terms that do not restrict CARB’s future modification or redistribution.
- Be compatible with CARB’s data protection and system integrity standards.
- Adhere to [SECTION 3.2.14. PRODUCTIVE USE REQUIREMENTS](#), CDT Technology Letter #TL 18-02, SAM 4819.2, and SAM 4984; ITPL-01. The CDT Technology Letter #TL 18-02 can be found at the following URL:

[https://cdt.ca.gov/wp-content/uploads/2018/05/TL-18-02-OSCodeReuse\\_2018-0419.pdf](https://cdt.ca.gov/wp-content/uploads/2018/05/TL-18-02-OSCodeReuse_2018-0419.pdf)

The Contractor must not use any open-source license that requires release of CARB’s proprietary code or data.

### **3.2.15. SOCIOECONOMIC PROGRAMS**

Bidders who claim any of the socioeconomic program points will be evaluated to determine whether they submitted the required forms, documents, exhibits, attachments and/or the responses necessary to validate their qualification and eligibility for the claimed preference(s). If the State determines that the submitted information is insufficient or that the required documents do not otherwise validate the eligibility for points in any of the claimed programs, then the points for that program will not be added to the Bidder's final overall proposal score. If the State is able to validate the Bidder's claim, the qualified preference points will be applied to the Bidder's final overall proposal score provided that the Bidder's proposal is not otherwise determined to be non-responsive to any mandatory requirements.

Completed Small Business and Disabled Veteran Business Enterprise certification applications and required support documents must be submitted to the Department of General Services Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at

Office of Small Business and DVBE Services  
707 Third Street, 1st Floor, Room 400  
West Sacramento, CA 95606  
Receptionist: (916) 375-4940 Fax (916) 375-4650

#### **3.2.15.1. BIDDER'S PREFERENCE AND INCENTIVE DECLARATION (M)**

The Bidder must complete and submit [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#), with its proposal. The Bidder must indicate on [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#) whether it is or is not claiming each preference and/or incentive.

#### **3.2.15.2. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM (M)**

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts are established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

Information regarding the DVBE Program Requirements may be viewed at: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small->

### [Business-Disabled-Veteran-Business- Enterprise](#)

Please read these requirements carefully. Failure to comply with the minimum DVBE Participation Requirement may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Bidder must fully comply with DVBE Participation Program requirements in the Final Proposal. The Bidder's response must include a minimum DVBE participation goal of three percent (3%) of Bidder's net proposal price with one (1) or more DVBE.

To meet the DVBE Participation requirements, the Bidder must complete and submit the following with its Final Proposal for each DVBE:

1. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#)
2. [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#)
3. [ATTACHMENT 9: DVBE DECLARATIONS](#)
4. [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#)

### **3.2.15.3. DVBE INCENTIVE (O)**

In accordance with Military and Veterans Code §999.5(a), an incentive will be given to all Bidders who exceed the three percent (3%) DVBE mandatory participation. For Contract award evaluation purposes only, the State shall apply the incentive amount based on the amount of DVBE participation obtained above the three percent (3%) requirement with a maximum of five percent (5%). The incentive is only given to those Bidders who are responsive to the DVBE program requirement and propose DVBE participation in the resulting Contract that exceeds the mandatory three percent (3%) requirement with a maximum of five percent (5%).

If the Bidder is claiming a DVBE incentive, the Bidder must complete the following with its proposal for each DVBE:

1. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#)
2. [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#)
3. [ATTACHMENT 9: DVBE DECLARATIONS](#)
4. [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#)

### **3.2.15.4. SMALL BUSINESS PREFERENCE (O)**

The California Government Code §14835 et seq. requires that a five percent (5%) preference be given to Bidders who qualify as a Small Business (SB). The rules and regulations of this law, including the definition of a SB, or qualifying non-small business, are contained in Title 2, California Code of Regulations, §1896 et seq. The definition of nonprofit veteran service agencies qualifying as a SB is contained in §999.50 et seq. of the Military and Veterans Code.

If the Bidder is claiming a Small Business Preference, the Bidder must complete and submit the following with its proposal for each SB:

1. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#)
2. [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#)
3. [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#)

More information regarding the Small Business Preference may be found at: <https://www.dgs.ca.gov/PD-OSDS>

### **3.2.15.5. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE (O)**

A five percent (5%) proposal preference is available to Bidders who qualify as a non-small business claiming at least 25% California-certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the Bidder's response must include a list of the small businesses with which the firm commits to subcontract in an amount of at least 25% of the net proposal price with one (1) or more California-certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the Contract as defined in Government Code §14838(b)(1)(2).

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25% of its net proposal price shall be given five percent (5%) of the highest responsive firm's total score. A non-small business that qualifies for this preference, may not take an award away from a certified small business.

If the Bidder is claiming a non-small business using small business subcontractors, the Bidder must complete and submit the following with its proposal for each SB Subcontractor:

1. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#);
2. [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#); and,
3. [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#).

### **3.2.15.6. COMMERCIALLY USEFUL FUNCTION (M, if applicable)**

All certified small business, micro business, 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.

A Contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the Contractor's, subcontractor(s), or supplier's role is limited to that of an extra participant in the transaction, the awarded Contract, or project through which funds are passed to obtain the appearance of small business or micro business participation.

The Bidder must complete [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#) for each Small Business and/or DVBE (prime and/or subcontractor(s)). All Bidders and subcontractors identified in the proposal response to fulfill the requirements for one (1) or more of the socio-economic programs (DVBE and small business) must perform a commercially useful function (CUF) in the resulting Contract. CUF is defined pursuant to Military and Veterans Code §999(b)(5)(B) and Government Code §14837(d)(4)(A) for the DVBE and small business programs, respectively.

Bidder(s) may be required to submit additional written clarifying information regarding CUF on [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#). Failure to submit the requested written information as specified may be the basis for rejection of the Bidder's proposal.

### **3.2.15.7. TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (O)**

Target Area Contract Preference Act (TACPA) will be granted to California-based firms in accordance with Government Code §4530 whenever contracts for goods or services are in excess of \$100,000 and the Bidder meets certain requirements as defined in the California Administrative Code (Title 2, §1896.30 et seq.) regarding labor needed to produce the goods or provide the services being procured. The TACPA is optional on the part of the Bidder (not mandatory), is for proposal evaluation purposes only, and does not alter the amount of the awarded Contract.



Bidders wishing to take advantage of this preference will need to review the [DGS TACPA website](#) and submit the required applications/forms listed with its proposal as [ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS](#). The Bidder's proposal may omit these if there is no intention to claim this preference.

The required applications/forms are as follows:

1. TACPA (Std. 830)
2. Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
3. Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526)

### **3.3. 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/Key Staff proposed.

The Bidder must meet the minimum Bidder Qualification and Key Staff Qualification Requirements. Failure to meet any of the minimum requirements may be considered non-responsive and may be the basis for rejecting the Bidder's Best and Final Offer (BAFO).

#### **3.3.1. BIDDER QUALIFICATIONS (M) (DS)**

The Bidder must complete and submit as part of the proposal response, [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#), to confirm that the Bidder's experience meets all the minimum requirements identified in [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#). It is incumbent upon the Bidder to provide enough detail in proposal for the state to evaluate the Bidder's ability to meet the requirements and perform the services as described in this solicitation. Refer to [ATTACHMENT 12: BIDDER QUALIFICATIONS FORM - INSTRUCTIONS: BIDDER QUALIFICATIONS FORM - INSTRUCTIONS](#) for further requirements and instructions.

The Bidder must provide information for a minimum of three (3) projects. A separate [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) must be submitted for every project used to meet the minimum required experience. Any given project may meet multiple requirements, but at least three (3) projects and not more than six (6) completed projects supporting the necessary areas of expertise must be provided to meet the requirements in [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM: BIDDER QUALIFICATIONS FORM](#). If more than six (6) Bidder Qualification Forms are submitted, only the first six

(6) in the order presented in the proposal will be evaluated.

Unless stated otherwise, the experience required, as evidenced by a minimum of three (3) and a maximum of six (6) completed projects supporting the necessary areas of expertise must have occurred within seven (7) years prior to the solicitation release date for all projects and must have been completed in the US. There is no required minimum number of additional projects beyond the three (3) to six (6) projects supporting the necessary areas of expertise within the seven (7) years prior to the solicitation release date. Points will be awarded based on desirable experience in accordance with [SECTION 6. EVALUATION](#).

### **3.3.2. BIDDER REFERENCES (MS)**

The Bidder must complete and submit as part of proposal, [ATTACHMENT 14: BIDDER REFERENCE FORM](#) for each of the projects cited on the corresponding [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#).

The purpose of the Bidder reference requirement is to provide the State the ability to evaluate the Bidder's experience in providing similar or relevant services to other organizations through a satisfaction rating provided by the Bidder's previous project clients. The description of their projects must be detailed and comprehensive enough to permit the State to assess the similarity of those projects to the work anticipated for the Contract resulting from this solicitation.

[ATTACHMENT 14: BIDDER REFERENCE FORM](#) must be completed in its entirety and dated by a reference that performed a management or supervisory role on the reference project to be considered responsive. The [ATTACHMENT 14: BIDDER REFERENCE FORM](#) must be returned to the Bidder for submission with proposal. 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 be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

References may be contacted to validate submitted responses based on customer satisfaction in accordance with [SECTION 6. EVALUATION](#). References must be external to a Bidder's organization and corporate structure. Failure to provide verifiable references may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

References must meet the following criteria:

- Must not have been from a prior project with the California Air Resources Board, if manager has been a member of the Evaluation Team, for this project to avoid a conflict of interest.
- Must be from the company (customer) or Agency for which the project was developed and/or services provided.
- Must be someone who performs a management or supervisory role on the referenced project.
- Must be external to the Bidder's organization and corporate structure.
- Must not be from employees or individuals who have or are currently working for the Bidder.
- Amendments to contracts shall not be considered separate and distinct contracts and cannot be used as separate projects.
- Must be able to provide an objective evaluation of the proposed Bidder and/or Key Staff's performance.

If the reference is not allowed either legally or by company/organization policy to sign the reference form, the reference must type in its full name.

Prior to the Bidder using a current State employee as a reference, the Bidder shall contact the State Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#), to ensure the current State employee is not a member of the Evaluation Team.

### **3.3.3. KEY STAFF QUALIFICATIONS (M)(DS)**

The Bidder must complete and submit Key Staff Qualification forms. The Bidder must provide complete information to confirm that each of the five (5) proposed Key Staff possess the experience and qualifications as specified for their project role. Refer to [ATTACHMENT 15: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS](#) for further requirements and instructions.

Each cited project for each Key Staff must be submitted separately on the appropriate form. It is incumbent upon the Bidder to provide enough detail in the response for the State to evaluate the Bidder's proposed Key Staff's ability to meet the requirements and perform the services as described in this solicitation and the SOW.

The Bidder's proposed Key Staff must meet all the mandatory minimum qualification requirements. All experience used to meet the minimum requirements must have occurred within the last five (5) years prior to the proposal due date. The same resource cannot be assigned to meet multiple roles. Points will be awarded to Bidders that meet the criteria set forth in the desirable experience qualifications as specified in

## SECTION 6. EVALUATION.

The following Key Staff are required to perform the services as described in [EXHIBIT A: STATEMENT OF WORK](#):

1. Project Manager
2. Business Analyst
3. Solution Architect
4. Lead Developer
5. Testing/Quality Assurance Lead

### 3.3.3.1. FULL-TIME/PART-TIME MONTH EQUIVALENTS DEFINITION

For each experience requirement (marked by “x”) that is met or partially met on the referenced project, specify the number of full-time month equivalent (FTE) experience that the Staff accrued on the referenced project. For each period in which the Staff performed work applicable to the claimed experience for a minimum of twenty (20) workdays of a minimum total of one hundred sixty (160) hours (the minimum required to represent working full-time), the Staff accrues one (1) full-time month equivalent experience.

To calculate and report the full-time month equivalents experience for Staff who worked part-time (partial) on a referenced project, use the following calculation:

If the Staff worked half ( $\frac{1}{2}$ ) time on a referenced project, experience should be pro-rated to one-half ( $\frac{1}{2}$ ) or 0.5 month full-time month equivalent experience for each period in which the staff person worked a minimum of eighty (80) hours over twenty (20) State Business Days in a month.

For each experience requirement that the Staff’s work on a referenced project addresses, report the total number of full-time month equivalents’ experience the Staff’s work represents using the calculations as previously described in this section, which depend upon the time period (calendar period) during which the Staff worked on the referenced project and whether he/she worked on a full-time or some other basis.

Refer to the details in [SECTION 6. EVALUATION](#) on how the requirements will be scored as part of the overall evaluation.

### **3.3.4. KEY STAFF REFERENCES (MS)**

The Bidder must complete and submit as part of its proposal Key Staff Reference Forms at least one (1) reference for each of the projects cited on the corresponding Key Staff Qualifications Form.

The purpose of the Key Staff reference requirement is to provide the State the ability to evaluate the proposed Key Staff person's experience in providing similar or relevant services to other organizations through a satisfaction rating provided by the Key Staff person's previous project clients. The description of their projects must be detailed and comprehensive enough to permit the State to evaluate the work performed on the project meets the requirement(s).

Key Staff Reference Form must be completed in its entirety and dated by a reference that performed a management or supervisory role on the referenced project to be considered responsive. The Key Staff Reference Form must be returned to the Bidder for submission with proposal.

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 be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

References may be contacted to validate submitted responses based on customer satisfaction in accordance with [SECTION 6. EVALUATION](#). Failure to provide verifiable references may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

References must meet the following criteria:

- Must not have been from a member of the Evaluation Team for this project to avoid a conflict of interest\*.
- Must be from the company (customer) or Agency for which the project was developed and/or services provided.
- Must be someone who performs a management or supervisory role on the referenced project.
- Must be external to the Bidder's organization and corporate structure.
- Must not be from employees or individuals who have or are currently working for the Bidder.
- A contract and all amendments to it are considered as one project. Amendments to a contract cannot be submitted as separate projects.
- Must be able to provide an objective evaluation of the proposed Key Staff's performance.

If the reference is not allowed either legally or by company/organization policy to sign the reference form, the reference must type in its full name.

\*Prior to the proposed Key Staff person using a current State employee as a reference, the Bidder shall contact the State Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#), to ensure the current State employee is not a member of the Evaluation Team.

### **3.4. SOLUTION REQUIREMENTS**

This section contains the detailed functional and non-functional requirements, deliverables and milestones requirements, and narrative response requirements pertaining to the proposed system that must be met in order to be considered responsive to this solicitation. In addition to meeting these requirements, the Bidder must adhere to [EXHIBIT A: STATEMENT OF WORK](#).

#### **3.4.1. FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS (M) (MO) (DS)**

The Bidder must complete and submit as part of its proposal, [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). The Bidder must indicate compliance and confirmation to each of the requirements by marking “Yes” or “No” in the column labeled “Will Solution Meet Requirement? Yes/No.” A blank or “NO” answer in this column may be considered non-responsive and may be the basis for rejecting the Bidder's proposal. Tab 1, Instructions, provides a description of each column and the instructions for completing [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). The Bidder must not alter the structure or content of [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

Refer to [SECTION 6. EVALUATION](#) for details on how the requirements will be scored as part of the overall evaluation.

#### **3.4.2. DELIVERABLES AND MILESTONES TABLE (M)**

The Bidder must complete and submit as part of its proposal, [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#). The Bidder must indicate compliance and confirmation to each of the deliverables by marking “Yes” or “No” in the column labeled “Bidder Agrees to Produce and Meet? Yes/No.” A blank or “NO” answer in this column may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Bidder must not alter the structure or the content of [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#).

Refer to the details in [SECTION 6. EVALUATION](#) on how the requirements will be scored as part of the overall evaluation.

### **3.4.3. NARRATIVE REQUIREMENTS (MS)**

The Bidder must complete and submit [ATTACHMENT 16: NARRATIVE RESPONSE](#) as part of their proposal, in accordance with the instructions and requirements specified in the Attachment.

Refer to [SECTION 6. EVALUATION](#) for details on how the requirements will be scored as part of the overall evaluation.

## **4. COST**

Cost is a primary evaluation criterion weighted at 40% of the total points.

This section contains the mandatory scored cost requirements that must be met in order to be considered responsive to this solicitation. All proposed costs for all line items must be all-inclusive, thereby including the cost of any and all services required in this solicitation.

The intent is to structure the cost format in order to facilitate a straightforward comparison among all Bidders and foster competition to obtain the best cost. Therefore, the Bidder is advised that failure to comply with the instructions, such as submission of an incomplete proposal, use of alternative cost structures or different formats than the one required, may be the basis for rejection of the Bidder's proposal.

It is imperative that no cost information be included in the body of the proposal. Cost information must only be submitted in the Bidder's Volume 2, Cost in accordance with [SECTION 5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#).

### **4.1. COST WORKBOOK (MS)**

The Bidder must submit a completed [EXHIBIT D: COST WORKBOOK](#) separately in Volume 2, as part of their response, in accordance with the requirements specified in this section.

Services, features, equipment, and costs included in [EXHIBIT D: COST WORKBOOK](#) are those that the Bidder must provide for the term of the Contract as identified in the [EXHIBIT A: STATEMENT OF WORK](#), which includes all optional years.

## 4.2. COST WORKBOOK INSTRUCTIONS

The cost workbook includes multiple cost worksheets that must be completed by the Bidder and submitted with its Final Cost Proposal to be considered responsive. The cost workbook lists all cost elements required.

The Bidder is required to enter all cost data in the format prescribed by the cost workbook, even if there are no costs for the item indicated on the worksheet(s). In these instances the Bidder must indicate the cost as a zero (\$0). In addition, if any character other than a numeral is used (e.g., a dash), the State will assume the cost of the item to be zero (\$0). Items submitted with no price will be considered as offered at no cost. Costs cannot exceed two (2) decimal places.

The Bidder's completed Cost Workbook must be submitted separately with its proposal no later than the date and time identified in [SECTION 2.3. KEY ACTION DATES](#) to be considered responsive. The Cost Workbook shall list all cost elements required to implement, maintain, and operate the proposed services in support of the BECRT.

See [SECTION 5.3. DELIVERY OF SUBMITTALS](#) for details surrounding the Cost Workbook submission.

Unless specified, all other fields must not be modified. If the cost workbook is modified or cells are left blank, the State may be considered non-responsive and may be the basis for rejecting the Bidder's proposal. The cost workbook must be filled out completely or the State may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The State has populated some of the cells with formulas, however it is the responsibility of the Bidder to ensure worksheets and calculations are correct and accurate. The State will not assume responsibility for any cost figures that do not calculate properly. Cells highlighted in yellow, indicate the cells in which the Bidders must enter its cost.

A detailed description of each worksheet is provided in the [EXHIBIT D: COST WORKBOOK](#).

- Tab 1: Worksheet 1, Instructions



- Tab 2: Worksheet 2, Minimum Value of Contract
- Tab 3: Worksheet 3, Mandatory Optional
- Tab 4: Worksheet 4, Total Costs
- Tab 5: Worksheet 5, Unanticipated Tasks

Refer to the [EXHIBIT D: COST WORKBOOK](#) for additional Cost Workbook instructions.

### **4.3. 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 [EXHIBIT A: STATEMENT OF WORK](#) Section 40.5. Payment Withhold.

### **4.4. SALES TAX**

Sales tax is not to be included in [EXHIBIT D: COST WORKBOOK](#). If awarded the Contract, sales tax, if applicable, should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the service is to be provided. See California Department of Tax and Fee Administration Regulation 1502 (f) (1) (D).

## **5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS**

These instructions identify the mandatory proposal format and the approach for the development and presentation of proposals. The format instructions must be followed, all requirements and questions in the solicitation must be completed, and all requested data must be supplied. The Bidder shall carefully examine the solicitation and be satisfied with the compliance conditions prior to submittal.

Bidder shall upload an electronic copy of its proposal, including the Cost Workbook, as specified in [SECTION 5.5. PROPOSAL CONTENT AND STRUCTURE](#). It is important that Bidder's electronic files that comprise its proposal are clearly labeled, or they may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The State will not be liable for any costs incurred by any Bidder in responding to this solicitation, regardless of whether the State awards the Contract through this process, decides not to move forward with the project, cancels this solicitation for any reason, or Contracts for the project through other processes or by issuing another solicitation.

## 5.1. PREPARATION

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this solicitation document. High-definition graphics, multi-colored content, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the solicitation document instructions, responsiveness to the solicitation document requirements, and completeness and clarity of content.

## 5.2. COMPLETION OF PROPOSALS

Proposals must be complete in all respects as required. A proposal may be rejected if it is conditional, includes assumptions, includes exceptions that conflict with requirements or the intent of the effort, includes modifications to requirements, or if it contains any alterations of form or other irregularities of any kind. A proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal if any such defect or irregularity from the solicitation document requirements. The proposal must contain all costs as required in [SECTION 4. COST](#) and [SECTION 5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#).

## 5.3. DELIVERY OF SUBMITTALS

The Bidder must email the Procurement Officer by the due date specified in [SECTION 2.3. KEY ACTION DATES](#), no more than two (2) contacts who will have access to the State's file sharing site to electronically upload the Bidder's proposal. Once provided, an invitation to the State's file sharing site will be sent to those individuals. It is the Bidder's responsibility to confirm receipt of the invitation with the Procurement Officer. A separate file location will be created for each Bidder accessible only to the Bidder Contact(s).

**The file sharing site does not allow access from outside the Continental United States.**

It is highly recommended that Bidders upload a test MS Word, MS Excel, and PDF file to each folder at least five (5) calendar days prior to the due date to test access to the State's file sharing site. Upon successful upload, notify the Procurement Officer and the test file will be deleted. It is the Bidder's responsibility to gain access to the file-sharing site to submit their proposal.

The file sharing site will provide a primary folder for each Bidder to submit their proposal. Each Bidder's folder will contain subfolders: Volume 1 and Volume 2.

The Bidder contacts will be required to upload a complete copy of the Bidder's proposal to the appropriate folders. If a Bidder fails to request access to the file sharing site by the due date specified in the Key Action Dates, the State cannot guarantee access to the site prior to the proposal submittal due date and no other submissions outside of the file sharing site will be considered.

#### **COST:**

1. The Bidder Contacts will be required to upload a complete copy of the Bidder's [EXHIBIT D: COST WORKBOOK](#) in the appropriate cost folder.
2. The Bidder's [EXHIBIT D: COST WORKBOOK](#) file shall be titled with the *[Bidder's Name]* and Project Name - *[BECRT 2526053 - EXHIBIT D: COST WORKBOOK]* and deposited in the folder labeled "Volume 2".
3. The Bidder's Cost Workbook shall be in MS Excel format (version 2019 or higher).
4. Prior to submission, Bidders MUST apply an encryption password to the Cost Workbook.
5. The Bidder will be required to email the encryption password to the Procurement Officer and Secondary Procurement Officer at the same time the Bidder uploads their cost workbook.

If a file is uploaded in error to a file sharing site folder, the Bidder may submit a request by email to the Procurement Officer prior to the last day to submit responses. **Do not upload compressed files (.zip files) onto the file sharing site.**

Proposals must be received no later than the date and time specified in [SECTION 2.3. KEY ACTION DATES](#). Late receipt of a proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

## **5.4. FORMATTING**

It is Bidder's responsibility to ensure its proposal is submitted in a manner that enables the State to easily locate all response descriptions and exhibits for each requirement of this solicitation.

### **5.4.1. SOFT COPY**

Soft copy files must be submitted in searchable portable document file (PDF) format (Acrobat v. 6.0 or higher), with the exception of the following items, which must be submitted in MS Excel format (version 2013 or higher):

1. [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#)
2. [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#)
3. [EXHIBIT D: COST WORKBOOK](#) (to be submitted separately)

Soft copies of files must be uploaded as individual files. With the exception of [EXHIBIT D: COST WORKBOOK](#), each file must be labeled with the following naming information:

Exhibit Number – Abbreviated Exhibit Name – Bidder Name.[ext]

Example: *Exh 7 – Bidder Declaration – ABCorp.pdf*.

## 5.5. PROPOSAL CONTENT AND STRUCTURE

It is the Bidder's responsibility to ensure its proposal is submitted in a manner that enables the State to easily locate all response descriptions, Attachments, and Exhibits for each requirement of this solicitation. Page numbers should be in the same position throughout the proposal. Figures, tables, charts, etc., should be assigned index numbers and should be referenced by these numbers in the text and in the Table of Contents. Figures, tables, charts, etc., should be placed as close to text references as possible. The proposal should be organized to identify the Attachments/Exhibits.

1. Show the following on each page of the proposal:
  - a. Solicitation #
  - b. Name of Bidder
  - c. Attachment/Exhibit Number
  - d. Page number (Page # of ##)
2. Response components shall be submitted electronically using the Century Gothic typeface no smaller than twelve (12) points, with headers/footers and table/figures no smaller than ten (10) point font.
3. Documents must be formatted to fit, if printed, on 8.5" x 11" letter-size paper and have a perimeter margin no less than one-half inch (0.5").
4. Electronic copies of the proposal must be in Microsoft Office version 2019 or higher (e.g., MS Word, MS Excel, MS Visio, etc.). The Bidder may include a PDF version of its proposal; however, the Bidder must ensure PDF versions are identical in content and pagination. **The content of all PDF files must be searchable.**
5. PDF versions of documents shall be used for those submissions of the proposal that require

signature.

6. The Bidder must ensure that no cost information of any type is included outside of the Cost Workbook. The inclusion of cost in any part of the proposal, except for Volume 2, may be the basis for rejection of the Bidder's proposal.
7. Bidders must ensure their proposal is submitted in the applicable SharePoint folders.
8. As stated in [SECTION 2.6.5. CONFIDENTIALITY](#), proposals marked "confidential" or "proprietary" may exclude the Bidder from consideration for award.

### **5.5.1. VOLUME 1: RESPONSE TO ADMINISTRATIVE AND TECHNICAL REQUIREMENTS**

Volume 1 submission must contain the following in this order:

1. Table of Contents
2. [ATTACHMENT 2: INTENT TO BID FORM](#)
3. [ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM](#)
4. [ATTACHMENT 4: COVER LETTER FORM](#)
5. [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS FORM](#)
6. [ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM](#)
7. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#)
8. [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#)
9. [ATTACHMENT 9: DVBE DECLARATIONS](#)
10. [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#)
11. [ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS](#)
12. [ATTACHMENT 12: BIDDER QUALIFICATIONS FORM - INSTRUCTIONS](#)
13. [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#)
14. [ATTACHMENT 14: BIDDER REFERENCE FORM](#)
15. [ATTACHMENT 15.1: PROJECT MANAGER — QUALIFICATIONS FORM](#)
16. [ATTACHMENT 15.6: PROJECT MANAGER — REFERENCE FORM](#)
17. [ATTACHMENT 15.2: BUSINESS ANALYST — QUALIFICATIONS FORM](#)
18. [ATTACHMENT 15.7: BUSINESS ANALYST — REFERENCE FORM](#)
19. [ATTACHMENT 15.3: SOLUTIONS ARCHITECT — QUALIFICATIONS FORM](#)
20. [ATTACHMENT 15.8: SOLUTION ARCHITECT — REFERENCE FORM](#)
21. [ATTACHMENT 15.4: LEAD DEVELOPER — QUALIFICATIONS FORM](#)

- 22. [ATTACHMENT 15.9: LEAD DEVELOPER/TECHNICAL LEAD - REFERENCE FORM](#)
- 23. [ATTACHMENT 15.5: TESTING/QUALITY ASSURANCE LEAD – QUALIFICATIONS FORM](#)
- 24. [ATTACHMENT 15.10: TESTING/QUALITY ASSURANCE LEAD - REFERENCE FORM](#)
- 25. [ATTACHMENT 16: NARRATIVE RESPONSE](#)
- 26. [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#)
- 27. [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#)

### **5.5.2. VOLUME 2: COST**

This volume must contain: [EXHIBIT D: COST WORKBOOK](#).

## **6. EVALUATION**

This section details the evaluation process and scoring procedures the State will follow when evaluating proposals submitted in response to this solicitation. The evaluation process is a multi-step review of each Bidder's proposal to determine that it is responsive, and provides a "value effective" solution to the State. The value effective proposal is the proposal that best meets all requirements set forth in this solicitation and any State negotiated items.

The State reserves the right to modify or cancel this procurement in its entirety or in part at any time.

### **6.1. EVALUATION TEAM**

This procurement is being conducted under the guidance of a Procurement Officer from CDT OSTP (refer to [SECTION 2.2.1. PROCUREMENT OFFICER](#)). The Procurement Officer will serve as the Bidder's point of contact for questions and clarification, and will identify the rules governing this procurement.

The State will establish an evaluation team consisting of California Air Resources Board State employees only, including management and staff, to review and evaluate proposals. The State Procurement Officer will provide guidance and oversight to the evaluation team. The State may engage additional qualified individuals or subject matter experts (SME) during the evaluation process to assist the State in gaining a better understanding of technical, financial, legal, contractual, or program issues. These individuals/SME do not have voting privileges or responsibility for the evaluation process and will serve solely in an advisory capacity.

## 6.2. PROPOSAL EVALUATION

This section identifies how the State will evaluate and award points for each proposal in a manner that preserves the integrity of the competitive procurement process. All Bidders should read this section carefully to understand how points and scores are assigned.

Proposals will be evaluated using a combination of mandatory Pass/Fail and numerically scored criteria. Proposals will be evaluated based on compliance with all requirements, with points allocated sixty percent (60%) for scored qualification and solution requirements. The remaining points allocated forty percent (40%) for Cost. The evaluation methodology and distribution and allocation of maximum points possible for each proposal component is provided in Table 6.2-1: Evaluation Scoring and Point Distribution.

A proposal may be rejected if it is conditional or incomplete, contradicts the requirements, contains alterations of any form, or contains other irregularities of any kind, including alterations to any terms and conditions.

Evaluation scoring will be made by consensus of the Evaluation Team members. There are 4,622 points available (2,773 non-cost points and 1,849 cost points), excluding preferences and incentives. All point calculations will be rounded to the nearest hundredth (two (2) decimal places).

**Table 6.2-1: Evaluation Scoring and Point Distribution**

| REQUIREMENT                                     | SCORING ELEMENT  | SCORING METHOD   | MAX SCORE  |
|-------------------------------------------------|------------------|------------------|------------|
| <b>NON-COST EVALUATION (max. 2,773 points)</b>  |                  |                  |            |
| <b>ADMINISTRATIVE REQUIREMENTS</b>              |                  |                  |            |
| <b>SECTION 3.2. ADMINISTRATIVE REQUIREMENTS</b> | <b>Mandatory</b> | <b>Pass/Fail</b> | <b>N/A</b> |
| <b>QUALIFICATION REQUIREMENTS</b>               |                  |                  |            |

| REQUIREMENT                                                                  | SCORING ELEMENT  | SCORING METHOD   | MAX SCORE  |
|------------------------------------------------------------------------------|------------------|------------------|------------|
| <b>SECTION 3.3.1. BIDDER QUALIFICATIONS (M) (DS)</b>                         | <b>Mandatory</b> | <b>Pass/Fail</b> | <b>N/A</b> |
| <b>SECTION 3.3.1. BIDDER QUALIFICATIONS (M) (DS)</b>                         | <b>Desirable</b> | <b>Scored</b>    | <b>50</b>  |
| <b>SECTION 3.3.2. BIDDER REFERENCES (MS)</b>                                 | <b>Mandatory</b> | <b>Scored</b>    | <b>30</b>  |
| <b>SECTION 3.3.3. KEY STAFF QUALIFICATIONS (M)(DS)</b>                       | <b>Mandatory</b> | <b>Pass/Fail</b> | <b>N/A</b> |
| <b>ATTACHMENT 15.1: PROJECT MANAGER — QUALIFICATIONS FORM</b>                | <b>Desirable</b> | <b>Scored</b>    | <b>50</b>  |
| <b>ATTACHMENT 15.2: BUSINESS ANALYST — QUALIFICATIONS FORM</b>               | <b>Desirable</b> | <b>Scored</b>    | <b>50</b>  |
| <b>ATTACHMENT 15.3: SOLUTIONS ARCHITECT — QUALIFICATIONS FORM</b>            | <b>Desirable</b> | <b>Scored</b>    | <b>75</b>  |
| <b>ATTACHMENT 15.4: LEAD DEVELOPER — QUALIFICATIONS FORM</b>                 | <b>Desirable</b> | <b>Scored</b>    | <b>75</b>  |
| <b>ATTACHMENT 15.5: TESTING/QUALITY ASSURANCE LEAD – QUALIFICATIONS FORM</b> | <b>Desirable</b> | <b>Scored</b>    | <b>30</b>  |
| <b>ATTACHMENT 15.6: PROJECT MANAGER — REFERENCE FORM</b>                     | <b>Mandatory</b> | <b>Scored</b>    | <b>30</b>  |
| <b>ATTACHMENT 15.7: BUSINESS ANALYST — REFERENCE FORM</b>                    | <b>Mandatory</b> | <b>Scored</b>    | <b>30</b>  |



| REQUIREMENT                                                                            | SCORING ELEMENT    | SCORING METHOD | MAX SCORE       |
|----------------------------------------------------------------------------------------|--------------------|----------------|-----------------|
| <b>ATTACHMENT 15.8: SOLUTION ARCHITECT — REFERENCE FORM</b>                            | Mandatory          | Scored         | 30              |
| <b>ATTACHMENT 15.9: LEAD DEVELOPER/ TECHNICAL LEAD - REFERENCE FORM</b>                | Mandatory          | Scored         | 33              |
| <b>ATTACHMENT 15.10: TESTING/QUALITY ASSURANCE LEAD - REFERENCE FORM</b>               | Mandatory          | Scored         | 30              |
| <b>SOLUTIONS REQUIREMENTS</b>                                                          |                    |                |                 |
| <b>EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS</b>                           | Mandatory          | Pass/Fail      | N/A             |
| <b>EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS</b>                           | Mandatory Optional | Pass/Fail      | N/A             |
| <b>EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS</b>                           | Desirable          | Scored         | 60              |
| <b>EXHIBIT C: DELIVERABLES AND MILESTONES TABLE</b>                                    | Mandatory          | Pass/Fail      | N/A             |
| <b>SECTION 3.4.3. NARRATIVE REQUIREMENTS (MS)</b>                                      | Mandatory          | Scored         | 2,200           |
| <b>COST EVALUATION (max. 1,849 points)</b>                                             |                    |                |                 |
| <b>SECTION 4. COST</b>                                                                 | Mandatory          | Scored         | 1,849           |
| <b>MAXIMUM TOTAL POINTS AVAILABLE (WITHOUT PREFERENCE OR INCENTIVE POINTS APPLIED)</b> |                    |                | <b>4,622.00</b> |

### **6.2.1. VALIDATION AGAINST REQUIREMENTS**

The State will review each proposal in detail to determine its compliance with the solicitation requirements. The State reserves the right to use multiple means to validate and determine the Bidder's response to a requirement. This may be through details in its description and/or supporting documentation provided or material that is publicly available, that may either support or contradict the Bidder's claim of intended compliance.

During the Proposal evaluation, the State may request the Bidder clarify any area of the proposal that the State determines to be unclear in accordance with [SECTION 6. EVALUATION](#).

If a Bidder's proposal fails to meet a mandatory requirement, it will be considered a deviation in accordance with [SECTION 2.6.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS](#).

### **6.2.2. ERRORS IN THE FINAL PROPOSAL**

An error in the proposal may cause the rejection of that proposal; however, the State may at its sole option retain the proposal and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the proposal to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation. If appropriate, errors may be corrected in accordance with the following:

1. If the Bidder's intent is clearly established based on review of the complete proposal submittal, the State may at its sole option correct an error based on that established intent.
2. If the State discovers obvious clerical or arithmetic errors, the State may, at its sole option, correct such errors. If the mathematical correction results in significant changes to the Bidder's response, the State will provide the Bidder the opportunity to validate the resulting correction.
3. It is essential that Bidders carefully review the cost elements in their proposals since they may not be provided the opportunity to correct errors after submission.
4. In the event an ambiguity or discrepancy between any of the State's solicitation documents, is detected after review of the bids, the State reserves the right to seek clarification and acceptance from the Bidder.
5. The Bidder is required to thoroughly review the solicitation to ensure that its proposal is fully responsive with the solicitation requirements and thereby avoid the possibility of being ruled non-

responsive. It is the Bidder's responsibility to utilize the question and answer process to clarify any ambiguities in the solicitation requirements to ensure that the Bidder is submitting a responsive proposal.

6. At the State's sole discretion, it may declare all proposals to be Draft Proposals. Bidders may not protest the State's determination of all Proposals being declared Draft Proposals. If all proposals are declared to be Draft Proposals, the State may issue an addendum to this solicitation. Should this occur, confidential discussions may be held with Bidders that wish to remain under consideration. Each Bidder will be notified of the due date for the submission of a new Proposal to the State. This submission must conform to the requirements of the original RFP or as modified by an addendum. The new proposals will be evaluated as required by [SECTION 6. EVALUATION](#).

#### **6.2.2.1. BIDDER RESPONSE CLARIFICATION**

The State may request that a Bidder clarify any area of their response that the State determines to be unclear. The State may also request clarification for areas that may render the proposal non-responsive to the requirements and provide Bidders the opportunity to resubmit a responsive proposal by the date and time specified by the State. However, if the Bidder does not resubmit a responsive proposal to the areas identified by the date and time specified by the State, the Bidder's proposal will be rendered non-responsive, and ineligible to proceed to the next phase of the solicitation process. Clarifications may be requested via writing or confidential discussion.

#### **6.3. ADMINISTRATIVE REQUIREMENTS EVALUATION**

All [SECTION 3.2. ADMINISTRATIVE REQUIREMENTS](#) labeled with (M) are mandatory, whereas Administrative Requirements labeled with (O) are optional. Bidders are not required to respond to optional requirements. Review of the proposals will begin with ensuring that the Bidder has responded to all mandatory Administrative Requirements. Unless otherwise required, e-Signatures or copies of an original signature are acceptable.

Administrative Requirements will be evaluated as a Pass/Fail. If a Proposal fails to meet any mandatory requirement specified in [SECTION 3.2. ADMINISTRATIVE REQUIREMENTS](#), it may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

## 6.4. QUALIFICATION EVALUATION

All [SECTION 3.3. QUALIFICATION REQUIREMENTS](#) labeled with (M), (MS), and (MO) are mandatory, whereas Qualification Requirements labeled with (DS) are optional. Bidders are not required to respond to optional requirements. Review of the proposals will begin with ensuring that the Bidder has responded to all mandatory Qualification Requirements.

Qualification Requirements will be evaluated as a Pass/Fail and, if applicable, points will be awarded. If a proposal fails to meet any mandatory requirement specified in [SECTION 3.3. QUALIFICATION REQUIREMENTS](#), it may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

### 6.4.1. BIDDER QUALIFICATIONS EVALUATION

The State will evaluate Bidder qualifications using the information contained in the completed [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#). Descriptions of experience must be clear, concise, and apply directly to the requirements.

To aid the State in evaluating Bidder qualifications, the Bidder should use a MM/DD/YYYY format when indicating project start and end dates. If a Bidder submits a proposal using any other date format, the State will count only the whole months or years between the start and end dates specified. For example, Bidder "A" cites start and end dates for a project as <02/15/2025 to 01/01/2026>. The Bidder or Key Staff member would only be credited with <eleven (11)> months of experience.

If a project end date is ongoing or exceeds the proposal due date, then the Bidder will receive credit for only the experience acquired up to the proposal due date specified in [SECTION 2.3. KEY ACTION DATES](#). In this instance, Bidders are instructed to use the proposal due date as the end date of ongoing projects. Concurrent project timeframes (overlapping dates) will only count once for calculating the number of years and months of qualification experience.

If the number of years and months for a project was not indicated on the Bidder Qualification form "Experience gained on this cited Project" and the Bidder checked "yes" to meeting the total experience on the project cited, then the Bidder will only receive experience credit for the minimum number of years required for that requirement **OR** will receive the number of years indicated on the start/end date of the Bidder Qualification form, whichever is less.

Bidders that do not complete and submit all required Bidder qualification forms with their proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

#### **6.4.2. BIDDER REFERENCES EVALUATION**

The State will evaluate the Bidder's references using the information provided in each [ATTACHMENT 14: BIDDER REFERENCE FORM](#).

Bidders that do not return the required reference forms may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

Reference scores will be calculated by totaling the Satisfaction Ratings from each reference form submitted. The aggregate rating for all reference forms submitted will be divided by the number of reference forms submitted to determine the Bidder's average rating score. For example, if three (3) references are submitted with total rating scores of 30, 27, and 24 from three (3) projects, the aggregate rating scores equal 81. The aggregate score (81) will be divided by the number of reference forms submitted (3) to determine the final rating of 26.67 points.

If a reference form Satisfaction Rating item receives an "N/A" rating, that item will receive zero (0) points and included in the total point rating.

References that have a rating of "unsatisfactory" for ANY question or if a question is not answered, will result in that reference form having a 0 score for that reference form.

If the State wishes to validate the claimed information and experience listed on a Bidder Reference Form, the State will make two (2) attempts via email or phone to the reference contact identified on the Bidder Reference Form. The Bidder should ensure that its Bidder Reference Form contacts are available for validation during the evaluation period identified in [SECTION 2.3. KEY ACTION DATES](#).

If the State has not received a response from the reference contact after the first contact attempt, a second attempt will be made. If no response is received after the second contact attempt, the State will seek assistance from the Bidder requesting the reference to respond to the State within forty-eight (48) hours of the second contact attempt.

If the State remains unable to contact the reference, the Bidder's proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal for failure to provide a verifiable

reference.

### **6.4.3. KEY STAFF QUALIFICATIONS EVALUATION**

The State will evaluate Key Staff Qualifications and experience using the information contained in the Bidder's Key Staff qualification forms.

To aid the State in evaluating Key Staff qualifications, the Bidder should use a MM/DD/YYYY format when indicating project start and end dates on the Key Staff Qualification forms. If a Bidder submits a response using any other date format, the State will count only the whole months or years between the start and end dates specified.

If a project end date is ongoing or exceeds the proposal due date, then the Key Staff member will receive credit for only the experience acquired up to the proposal due date, as shown on [SECTION 2.3. KEY ACTION DATES](#).

Concurrent project timeframes (overlapping dates) will only count once for calculating the number of years and months of qualification experience for Key Staff.

Bidders that fail to submit a completed Key Staff Qualification form together with all required completed corresponding Key Staff reference forms may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

For each Key Staff, the Evaluation Team will first evaluate the completed [ATTACHMENT 15: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS](#) for compliance with the instructions specified in the form and in [SECTION 3.3.3. KEY STAFF QUALIFICATIONS \(M\)\(DS\)](#). The State will evaluate Key Staff experience and award points as applicable using the Bidder's response to the mandatory and desirable requirements.

If the State is unable to validate that the information supplied qualifies for any desirable scored experience points, no points will be awarded for such experience.

### **6.4.4. KEY STAFF REFERENCES EVALUATION**

The Bidder must complete and submit one (1) Key Staff Reference form using the applicable Attachment for each Key Staff project cited in the Key Staff Qualification Forms.

Each Key Staff reference form must be from a reference contact who performed a management or supervisory role on the cited project.

All Key Staff Reference Forms must be returned with the proposal response. Proposals that do not include the required Key Staff reference forms may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Evaluation Team will validate claimed Key Staff experience specified in the Key Staff Qualification Forms using the corresponding Key Staff Reference Form for each project cited to meet the mandatory (M) experience and, Mandatory Scored (MS) experience. If the State is unable to validate the claimed experience that meets the (M) and (MS) requirements, the response may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

References will be scored based upon the ratings provided by the reference(s). Any conflicting information may result in the offer being deemed non-responsive.

Reference scores will be calculated by totaling the Satisfaction Ratings from each reference form submitted. The aggregate rating for all reference forms submitted will be divided by the number of reference forms submitted to determine the Bidder's average rating score. For example, if three (3) references are submitted with total rating scores of 30, 27, and 24 from three (3) projects, the aggregate rating scores equal 81. The aggregate score (81) will be divided by the number of reference forms submitted (3) to determine the final rating of 26.67 points.

References that are returned with an unsatisfactory rating for any question will receive zero (0) points for that reference form and be deemed non-responsive. If a question is not answered, the Bidder will receive a 0 rating score for that question.

If the State validates a Key Staff qualification, the State will make two (2) attempts to the reference contact identified on the Key Staff Reference Form to validate the claimed information and experience. The Bidder should ensure that its Reference Form contacts are available for validation during the evaluation period identified in [SECTION 2.3. KEY ACTION DATES](#). Reference Contacts listed on the Reference Forms must be the same contact person listed on each Bidder Qualification Form.

If the State has not received a response from the reference contact after the first contact attempt, a second attempt will be made. If no response is received after the second contact attempt, the State will seek assistance from the Bidder requesting the reference to respond to the State within forty-eight (48)

hours of the second contact attempt.

If the State remains unable to contact the reference, the Bidder's proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal for failure to provide a verifiable reference.

#### **6.4.5. BIDDER AND STAFF REFERENCE CHECKS**

If needed to verify either the Bidder or key staff's qualifications, the State will make two (2) attempts via phone or email to the reference contact identified on the Bidder or Staff Reference Form, to validate the claimed information and experience. The Bidder should ensure that its reference contacts are available for validation during the evaluation period identified in [SECTION 2.3. KEY ACTION DATES](#)

If the State has not received a response from the reference contact after the first attempt, a second attempt will be made. If no response is received after the second attempt, the State will contact the Bidder and request that the Bidder assist the State by having the reference respond to the State within a 48-hour period from the second attempted contact. If the evaluators are still unable to contact the reference, the Bidder's proposal may be deemed non-responsive for failure to provide verifiable references, and the Bidder may be disqualified.

#### **6.5. SOLUTION REQUIREMENTS EVALUATION**

All [SECTION 3.4. SOLUTION REQUIREMENTS](#) labeled with (M), (MS), and (MO) are mandatory, whereas Solution Requirements labeled with (DS) are optional. Bidders are not required to respond to optional requirements. Review of the proposals will begin with ensuring that the Bidder has responded to all mandatory Solution Requirements.

Solution Requirements will be evaluated as a Pass/Fail and, if applicable, points will be awarded. If a proposal fails to meet any mandatory requirement specified in [SECTION 3.4. SOLUTION REQUIREMENTS](#), it may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

##### **6.5.1. FUNCTIONAL AND NON-FUNCTIONAL EVALUATION**

The functional and non-functional requirements identified in [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) consist of Mandatory (M), Mandatory Optional (MO), and Desirable



Scored (DS) requirements. The Bidder must provide complete responses to each (M), (MO), and (DS) requirement.

The State will evaluate each functional and non-functional requirement, including any reference materials to which the State is specifically directed for additional information to determine whether the response fully addresses the requirements in accordance with the following criteria: The Bidder must indicate the solution's ability to meet the requirement by selecting "Yes" or "No" in the column titled "Will Solution Meet Requirement?"

Failure to indicate how the solution will meet the requirement (Column F in Functional tab and Column H in Non-Functional tab) may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Bidder must not modify the format, add columns or include explanatory text to its response or otherwise change the format or content of [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

The following provides a description of each column and the instructions for completing [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

### **Functional Requirements**

Column - Definition

A - Objective # - Indicates the Project Approval Lifecycle (PAL) Stage 1 Objective number

B - Requirement Category - Indicates the Requirement Category Name

C - Requirement Sub-Category - Indicates the Sub-Category that the Requirement belongs to

D - Requirement Number - Indicates the Requirement Number

E - Requirement - Indicates the Requirement Description

F - Will Solution Meet Requirement? (Yes/No) - Indicates the column where Bidders mark their responses as Yes to indicate the solution's ability to meet the requirement or No if the solution does not meet the requirement

G - Priority - Indicates the Priority Classification for the requirement (Mandatory/Mandatory Optional/Desirable)

H - Maximum Points - Indicates the evaluation of the requirement as pass/fail or maximum points

### **Non-Functional Requirements**

Column - Definition

A - Requirement Category - Indicates the Requirement Category Name

B - Requirement Number - Indicates the Requirement Number

C - Requirement - Indicates the Requirement Description

D - Bidder's Library Reference Documents - Indicates the Bidder's Library for accessing reference documents for the Non-Functional Requirements

E- Acceptance Vehicle - Indicates the acceptance vehicle/mode for each requirement

F - Phase - Indicates the Phase the requirement must be completed

G - Acceptance Criteria - Indicates the acceptance criteria for each requirement

H - Will Solution Meet Requirement? (Yes/No) - Indicates the column where Bidders mark their responses as Yes to indicate the solution's ability to meet the requirement or No if the solution does not meet the requirement

I - Priority - Indicates the Priority Classification for the requirement (Mandatory/Mandatory Optional/Desirable)

J - Maximum Points - Indicates the evaluation of the requirement as pass/fail or maximum points

## **6.5.2. DELIVERABLES AND MILESTONES EVALUATION**

The State will evaluate the [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#), which lists deliverables. A "Yes" response in the "Yes/No" column indicates the Bidder agrees to produce and meet each deliverable and milestone identified therein. The Evaluation Team will evaluate the Bidder's

responses to confirm compliance.

A “No” response to any of the Mandatory or Mandatory Optional items may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Bidder must not modify the format, add columns, or include explanatory text to its response or otherwise change the content of [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#).

### 6.5.3. NARRATIVE RESPONSE EVALUATION

Using the information contained in the completed [ATTACHMENT 16: NARRATIVE RESPONSE](#), the State will evaluate each narrative response in accordance with the following criteria:

1. Mandatory Scorable (MS) requirements:

The Bidder must provide a complete response to each (MS) requirement. The evaluation team will evaluate the Bidder's response to determine whether the response fully addresses the (MS) requirements and will determine points awarded utilizing the scoring criteria as shown in Table 6.5.3-2: Narrative Scoring Criteria.

Bidders can receive up to 2,200.00 points for the Mandatory Scorable (MS) Narrative Response Requirements, broken out as follows.

**Table 6.5.3-1: Narrative Response Points**

| Narrative Response Number | Title/Category                                      | Maximum Points |
|---------------------------|-----------------------------------------------------|----------------|
| 1                         | Understanding of the Project and Regulatory Context | 300.00         |
| 2                         | Technical Approach and System Architecture          | 400.00         |
| 3                         | User Experience and Stakeholder Engagement          | 400.00         |
| 4                         | Data Management and Integration                     | 300.00         |
| 5                         | Project Management and Implementation Strategy      | 300.00         |

|                     |                                         |                 |
|---------------------|-----------------------------------------|-----------------|
| 6                   | Risk Identification and Mitigation      | 300.00          |
| 7                   | Innovation and Long Term Sustainability | 200.00          |
| <b>TOTAL POINTS</b> |                                         | <b>2,200.00</b> |

Points will be awarded for the narrative responses as detailed in Table 6.5.3-2: Narrative Scoring Criteria. Points will be awarded based on percentages of the total possible points for each Narrative Requirement.

**Table 6.5.3-2: Narrative Scoring Criteria**

| SCORING CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                | RATING    | PERCENTAGE OF POINTS POSSIBLE |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------|
| <ul style="list-style-type: none"> <li>• Responsive to all of the areas listed in the requirement;</li> <li>• Demonstrates a thorough understanding by providing such detail that the State is confident that Bidder understands and has the ability to meet the criteria listed;</li> <li>• Provides a detailed description of how Bidder will meet critical aspects of the requirement;</li> <li>• Demonstrates major strengths and few, if any, minor weaknesses.</li> </ul> | Excellent | 100%                          |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                     |            |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|
| <ul style="list-style-type: none"> <li>• Responsive to all of the areas listed in the requirement;</li> <li>• Demonstrates a strong understanding of the requirement, although some areas may lack full details or clarity;</li> <li>• Provides a generally clear description of how Bidder will meet the critical aspects of the requirement;</li> <li>• Demonstrates strengths that outweigh weaknesses, with no significant concerns.</li> </ul> | Good       | 75% |
| <ul style="list-style-type: none"> <li>• Responsive to all of the areas listed in the requirement;</li> <li>• Demonstrates an acceptable understanding of the requirement, though minor ambiguities exist;</li> <li>• Provides sufficient description of how Bidder will meet critical aspects of the requirement;</li> <li>• Response strengths outweigh weaknesses.</li> </ul>                                                                    | Acceptable | 50% |
| <ul style="list-style-type: none"> <li>• Responsive to a majority of the areas listed in the requirement;</li> <li>• Demonstrates a minimal understanding of the requirement and includes ambiguities or inaccuracies; OR</li> <li>• Provides insufficient detail of how Bidder will meet the requirement; OR</li> <li>• Response weaknesses outweigh strengths.</li> </ul>                                                                         | Inadequate | 25% |
| <ul style="list-style-type: none"> <li>• Response lacks an understanding of the requirement; OR</li> <li>• No response provided.</li> </ul>                                                                                                                                                                                                                                                                                                         | Deficient  | 0%  |

Any Narrative response receiving zero (0) points will not result in the proposal being deemed non-responsive.

## 6.6. CALCULATE BIDDER PROPOSAL NON-COST SCORE

The Bidder's non-cost score is the sum of the following:

1. [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) (maximum 50 points)
2. [ATTACHMENT 14: BIDDER REFERENCE FORM](#) (maximum 30 points)
3. [ATTACHMENT 15.1: PROJECT MANAGER — QUALIFICATIONS FORM](#) (maximum 50 points)
4. [ATTACHMENT 15.2: BUSINESS ANALYST — QUALIFICATIONS FORM](#) (maximum 50 points)
5. [ATTACHMENT 15.3: SOLUTIONS ARCHITECT — QUALIFICATIONS FORM](#) (maximum 75 points)
6. [ATTACHMENT 15.4: LEAD DEVELOPER — QUALIFICATIONS FORM](#) (maximum 75 points)
7. [ATTACHMENT 15.5: TESTING/QUALITY ASSURANCE LEAD – QUALIFICATIONS FORM](#) (maximum 30 points)
8. [ATTACHMENT 15.6: PROJECT MANAGER — REFERENCE FORM](#) (maximum 30 points)
9. [ATTACHMENT 15.7: BUSINESS ANALYST — REFERENCE FORM](#) (maximum 30 points)
10. [ATTACHMENT 15.8: SOLUTION ARCHITECT — REFERENCE FORM](#) (maximum 30 points)
11. [ATTACHMENT 15.9: LEAD DEVELOPER/TECHNICAL LEAD - REFERENCE FORM](#) (maximum 33 points)
12. [ATTACHMENT 15.10: TESTING/QUALITY ASSURANCE LEAD - REFERENCE FORM](#) (maximum 30 points)
13. [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) (maximum 60 points)
14. [ATTACHMENT 16: NARRATIVE RESPONSE](#) (maximum 2,200 points)

The table below is an illustration of this process.

**Table 6.6-1: Bidder Proposal Non-Cost Score Calculation**

| Hypothetical Bidder | Hypothetical Bidder Qualification and Reference Requirement Score (80 Points maximum) | Hypothetical Staff Qualifications and Reference Requirement Score (433 points maximum) | Hypothetical Bidder Solution Requirements Score (2,260 Points maximum) | Hypothetical Bidder Proposal Non Cost Score Summation (2,773 Points maximum) |
|---------------------|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------------|
|                     |                                                                                       |                                                                                        |                                                                        |                                                                              |

|   |       |        |       |          |
|---|-------|--------|-------|----------|
| A | 5.00  | 195.00 | 2,000 | 2,200.00 |
| B | 50.00 | 250.00 | 2,100 | 2,400.00 |
| C | 80.00 | 400.00 | 2,200 | 2,680.00 |

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

## 6.7. COST EVALUATION

After [SECTION 3. PROPOSAL REQUIREMENTS](#) have been evaluated, the evaluation team will evaluate the cost workbook (Bidder's response to Volume 2) for those Bidders whose proposals have been deemed responsive. If a Bidder is determined non-responsive, its cost workbook will remain unopened.

If a Bidder's cost workbook fails to meet the password protection requirement, the State may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Total Cost points are weighted at forty percent (40%) of the maximum available points for this solicitation. All proposed costs for all line items must be all-inclusive, thereby including the cost of any and all associated services and deliverables required in this solicitation to implement and maintain the full solution through the term of the Agreement.

The intent is to structure the pricing format to facilitate a straightforward comparison among all Cost submissions and foster competition to obtain the best market pricing. Consequently, California Air Resources Board requires that each Bidder's cost information be in the format identified in [EXHIBIT D: COST WORKBOOK](#). Bidders are advised that failure to comply with the instructions listed, such as submission of incomplete proposals or use of alternative pricing structures or different formats than the one requested, may result in the rejection of Bidder's proposal.

Any elements not specifically priced or identified in the Bidder's Cost Workbook, or those that are identified after Contract Award as necessary to meet the requirements of this solicitation, will be at no additional cost to the State.

**NOTE:** It is imperative that no cost information be included anywhere outside of [EXHIBIT D: COST WORKBOOK](#) may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

### 6.7.1. COST SCORE CALCULATION

All cost worksheets will be validated to verify completeness and mathematical accuracy. If appropriate, errors will be corrected in accordance with [SECTION 6.2.2. ERRORS IN THE FINAL PROPOSAL](#) . After costs have been verified for accuracy, the Bidder with the lowest proposed Total Cost will receive the maximum score of 1,849 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 of 1,849 points, as shown in Table 6.7.1-1 below:

**Table 6.7.1-1: Bidder Total Cost Score Formula**

|                                |                                          |
|--------------------------------|------------------------------------------|
| (Lowest proposed Total Cost)   | X 1,849 points = Bidder Total Cost score |
| (Bidder's proposed Total Cost) |                                          |

The total evaluated cost score calculation in Table 6.7.1-2, Example of Bidder Total Cost Score Calculation illustrates that Bidder C proposed the lowest Total Cost and received the maximum points possible.

**Table 6.7.1-2: Bidder Total Cost Score Calculation**

| BIDDER | BIDDER'S TOTAL COST | CALCULATION             |   |              |   | BIDDER'S TOTAL COST SCORE |
|--------|---------------------|-------------------------|---|--------------|---|---------------------------|
| A      | \$500,000           | (\$300,000 / \$500,000) | X | 1,849 points | = | 1,109.40 points           |
| B      | \$400,000           | (\$300,000 / \$400,000) | X | 1,849 points | = | 1,386.75 points           |
| C      | \$300,000           | (\$300,000 / \$300,000) | X | 1,849 points | = | 1,849 points              |

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

### 6.8. SOCIOECONOMIC PROGRAMS EVALUATION

Bidders who claim preference points will be evaluated to determine whether they submitted the required forms, documents, exhibits, and/or the responses necessary to validate their qualification and eligibility for



the claimed preference(s). If the State determines that the submitted information is insufficient or that the required documents do not otherwise validate the eligibility for points in any of the claimed programs, then the points for that program will not be added to the Bidder's final overall proposal score. If the State is able to validate the Bidder's claim, the qualified preference points will be applied to the Bidder's final overall proposal score as illustrated in [SECTION 6.9. BIDDER FINAL SCORE CALCULATION](#) in Table 6.9-1 Bidder Final Score Calculation provided that the Bidder's proposal is not otherwise determined to be non-responsive to any mandatory requirements.

### 6.8.1. DVBE INCENTIVE EVALUATION

In accordance with §999.5(a) of the Military and Veterans Code, for evaluation purposes only, the State shall provide an incentive to Bidders who provide California-certified DVBE participation that exceeds the mandatory California-certified DVBE participation goal in the amounts shown in Table 6.8.1-1 DVBE Participation Incentive Formula.

The State will verify DVBE and apply the incentive accordingly. The DVBE Incentive points are a percentage of the total possible points. The maximum incentive for this procurement is five percent (5%) of the total points available, and is based on the amount of DVBE participation confirmed. Table 6.8.1-1 below is an illustration of this calculation:

**Table 6.8.1-1: DVBE Participation Incentive Formula**

| CONFIRMED DVBE PARTICIPATION | DVBE INCENTIVE PERCENTAGE | DVBE INCENTIVE POINTS |
|------------------------------|---------------------------|-----------------------|
| ≥ 5%                         | 5%                        | 231.10 (4,622 x .05)  |
| 4% - 4.99%                   | 4%                        | 184.88 (4,622 x .04)  |
| 3.1% - 3.99%                 | 3%                        | 138.66 (4,622 x .03)  |
| <3%                          | 0%                        | 0.00                  |

## 6.8.2. SMALL BUSINESS PREFERENCE EVALUATION

The State will verify Small Business/Non-Small Business preference claim and apply the five percent (5%) preference accordingly. Refer to [SECTION 3.2.15.4. SMALL BUSINESS PREFERENCE \(O\)](#) and [SECTION 3.2.15.5. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE \(O\)](#) for more information.

In accordance with Government Code §14835 et seq., Bidders who qualify as a small business will be given a five percent (5%) preference for evaluation purposes only. The five percent (5%) preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsive to the proposal requirements. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in the California Code of Regulations, Title 2, § 1896 et seq.

This five percent (5%) small business preference is also available to a non-small business claiming 25% California certified small business subcontractor participation. The five percent (5%) preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsive to the proposal requirements and that is not subcontracting a minimum of 25% to a small business. Non-small business Bidders claiming the five percent (5%) small business preference must commit to subcontract at least 25% of the net proposal price with one (1) or more California certified small businesses.

Completed certification applications and required support documents must be submitted to the Department of General Services Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

For an illustration of this process, refer to the example in Table 6.8.2-1, Small Business Preference Points Calculation. Points in this example explain the calculations and have no other significance.

The preference points for Bidders A and B are based on five percent (5%) of the Bidder proposal score of Bidder C, the highest scorer of a non-small business, which is  $(4529 \text{ points}) \times (.05) = 226.45$  points. Bidder C, which is neither a small business nor a non-small business subcontracting a minimum of 25 percent (25%) to a small business, receives no small business preference points.

**Table 6.8.2-1: Small Business Preference Points Calculation**

| <b>BIDDER</b> | <b>BIDDER TOTAL PROPOSAL SCORE</b> | <b>SMALL BUSINESS PREFERENCE CLAIM?</b> | <b>NON-SMALL BUSINESS PREFERENCE CLAIM?</b> | <b>SMALL BUSINESS PREFERENCE POINTS AWARDED</b> |
|---------------|------------------------------------|-----------------------------------------|---------------------------------------------|-------------------------------------------------|
| A             | 3309.4 points                      | Yes                                     | No                                          | 226.45 points                                   |
| B             | 3786.75 points                     | No                                      | Yes                                         | 226.45 points                                   |
| C             | 4529 points                        | No                                      | No                                          | 0.00 points                                     |

NOTE: Calculation is based on 5% of the Bidder with the highest “Bidder proposal score” that is a non-small business. In the example Table 6.8.2-1, Bidder C has the highest non-small business score.

### **6.8.3. TACPA PREFERENCE EVALUATION**

The State will give preferences in accordance with the Government Code § 4530-4535.3, for Bidders that are California home based and qualify for claimed preferences under the Target Area Contract Preference Act (TACPA) by completing and returning the appropriate forms described in the solicitation. Where multiple preferences are claimed, the State will verify eligibility for the preferences and evaluate and apply preferences in accordance with the law.

Available evaluation preferences under TACPA are limited to nine percent (9%), five percent (5%) workplace of the lowest total proposal price or fifty thousand dollars (\$50,000.00), whichever is less. In addition, one percent (1%) up to four percent (4%) workforce of the lowest total proposal price or fifty thousand dollars (\$50,000.00), whichever is less. The TACPA preference is a dollar preference, applied against the Bidder’s proposed cost, before cost is evaluated and converted to points.

The maximum combined preferences and incentives resulting from a workplace preference, workforce preference, and other preferences or incentives provided under any other provision of law shall be 15% but may not in any case exceed \$100,000.00 in total.

The State will verify and apply TACPA preference accordingly. The TACPA preference does not apply when the worksite is fixed by the terms of the Contract.

## 6.9. BIDDER FINAL SCORE CALCULATION

The evaluation team will calculate the Bidder's final score. Table 6.9-1, Bidder Final Score Calculation, illustrates the Bidder's final score that incorporates both preference and incentive points:

**Table 6.9-1: Bidder Final Score Calculation**

| BIDDER | BIDDER<br>TOTAL<br>PROPOSAL<br>SCORE | SMALL BUSINESS<br>PREFERENCE<br>POINTS<br>AWARDED | VERIFIED<br>DVBE % | DVBE INCENTIVE<br>POINTS<br>AWARDED | BIDDER<br>FINAL SCORE |
|--------|--------------------------------------|---------------------------------------------------|--------------------|-------------------------------------|-----------------------|
| A      | 3309.45 points                       | 226.45 points                                     | 3.1%               | 138.66 points                       | 3674.56 points        |
| B      | 3786.75 points                       | 226.45 points                                     | 4%                 | 184.88 points                       | 4198.08 points        |
| C      | 4529 points                          | 0.00 points                                       | 5%                 | 231.10 points                       | 4760.10 points        |

NOTE: Bidder's final score calculation in Table 6.9-1 is an example that explains the calculations and has no other significance.

## 6.10. PROPOSAL RANK DETERMINATION

The State will determine which Bidder has the highest combined score for the bid requirements and cost, up to the maximum points, plus any preference and/or incentive points. The State will rank all qualified proposals by the Bidder's final score. Table 6.10-1 demonstrates how the final ranking determination is made:

**Table 6.10-1: Example of Final Score and Rank Determination**

| REQUIREMENT                                                   | MAX SCORE | BIDDER A | BIDDER B | BIDDER C |
|---------------------------------------------------------------|-----------|----------|----------|----------|
| Administrative Requirements                                   | Pass/Fail | Pass     | Pass     | Pass     |
| Bidder Qualifications — Mandatory                             | Pass/Fail | Pass     | Pass     | Pass     |
| Bidder Qualifications — Desirable                             | 50.00     | 30.00    | 40.00    | 50.00    |
| Bidder Reference                                              | 30        | 10       | 20       | 30       |
| Bidder Narrative                                              | 2,200.00  | 1,800.00 | 1,935.00 | 2,160.00 |
| Key Staff Qualifications — Mandatory                          | Pass/Fail | Pass     | Pass     | Pass     |
| Key Staff Qualifications — Desirable                          | 280.00    | 260.00   | 270.00   | 280.00   |
| Key Staff Reference Forms                                     | 153.00    | 100.00   | 125.00   | 140.00   |
| Deliverables Requirements                                     | Pass/Fail | Pass     | Pass     | Pass     |
| Functional & Non-Functional Requirements — Mandatory          | Pass/Fail | Pass     | Pass     | Pass     |
| Functional & Non-Functional Requirements — Mandatory Optional | Pass/Fail | Pass     | Pass     | Pass     |
| Functional & Non-Functional Requirements — Desirable          | 60.00     | 0.00     | 10.00    | 20.00    |

|                                                  |                 |                 |                 |                 |
|--------------------------------------------------|-----------------|-----------------|-----------------|-----------------|
| <b>Total Non-Cost Score</b>                      | 2,773.00        | 2200.00         | 2400.00         | 2680.00         |
| <b>Total Cost Score</b>                          | 1,849.00        | 1,109.40        | 1,386.75        | 1,849.00        |
| <b>TOTAL PROPOSAL SCORE</b>                      | 4,622.00        | 3,309.40        | 3,786.75        | 4,529.00        |
| Initial Rank (Before preferences and incentives) |                 | <b>3</b>        | <b>2</b>        | <b>1</b>        |
| DVBE Participation claimed                       | Yes/No; %       | 3.1%            | 4%              | 5%              |
| DVBE Incentive Points                            | 231.10          | 138.66          | 184.88          | 231.10          |
| Small Business claimed                           | Yes/No          | Yes             | Yes             | No              |
| Small Business Preference Points                 | 231.10          | 226.45          | 226.45          | 0.00            |
| <b>BIDDER FINAL SCORE</b>                        | <b>5,084.20</b> | <b>3,674.51</b> | <b>4,198.08</b> | <b>4,760.10</b> |
| <b>FINAL RANK</b>                                |                 | <b>3</b>        | <b>2</b>        | <b>1</b>        |

## 6.11. SUBMISSION OF AMENDED FINAL PROPOSAL(S)

The State may require submission of an amended final proposal(s) incorporating any revisions made through the bid clarification process.

## 7. NEGOTIATIONS

This solicitation is being conducted under the authority of CDT pursuant to Public Contract Code (PCC) §6611, which provides the authority to use a competitive negotiation process when the State's business needs or the purpose of a procurement or contract is known, but negotiation is necessary to ensure the State receives the best value or the most cost-efficient goods, services, information technology, and telecommunications technology.

Negotiations allow the State and Bidder an opportunity to discuss items that could, in the State's opinion,

enhance the Bidder's proposal and potential for award. Negotiations are not intended to allow a Bidder to completely rewrite its proposal. The negotiations are exchanges between the State and the Bidder, which are undertaken with the intent of allowing the Bidder to revise its proposal only in areas determined by the State during the negotiation process. Negotiations will be conducted either orally or in writing.

The State may discuss any aspect of the Bidder's proposal that could, in the opinion of the State, be altered or explained to enhance the proposal's potential for award. However, the State is not required to discuss every area where the Bidder's proposal could be improved. The scope and extent of negotiation exchanges are the matter of the State's judgment. The State reserves the right to modify or cancel this Solicitation in its entirety or in part at any time.

At the State's discretion, the State will determine the topics for negotiation and reserves the right to revise the scoring criteria for Best and Final Offer evaluation to obtain a value effective solution.

Award of a contract, if made, will be to the Bidder that meets and/or exceeds the State's requirements and provides the best value to the State. All aspects of the Bidder's proposal are confidential until after the issuance of the notification of award.

## **7.1. PROCEEDING TO NEGOTIATIONS**

At the discretion of the State, up to the top three (3) highest scoring, responsive Bidders will be determined eligible to participate in the negotiation process.

NOTE: In the event no responsive bids are received, the State at its discretion may proceed to negotiations with all Bidders that submitted a bid.

The negotiations may or may not result in a Contract award. At the State's discretion, the State will determine the topics for negotiation and reserves the right to revise the scoring criteria for Best and Final Offer evaluation to obtain a value effective solution.

## **7.2. NEGOTIATION INVITATION**

Bidder(s) invited to participate in negotiations will receive an Invitation to Negotiate with the following information:

1. The general purpose and scope of the negotiations;

2. The anticipated schedule for the negotiations;
3. The procedures to be followed for negotiations; and
4. Confirmation of negotiation attendance within two (2) working days of invitation.

The Bidder(s) must submit any additional information requested by the State by the due date specified in the Invitation to Negotiate letter.

### **7.3. BEST AND FINAL OFFER SUBMISSION (BAFO)**

At the conclusion of negotiations, the State may request a best and final offer (BAFO) submission. The intent of the BAFO is to clarify and document understandings reached during negotiations. The State will include a date and time for submission of the BAFO. A Bidder's BAFO is an irrevocable offer for one hundred and twenty {120} calendar days following the Contract Award date specified in [SECTION 2.3. KEY ACTION DATES](#). A Bidder may extend the offer in the event of a delay in the Contract Award.

### **7.4. EVALUATION OF BAFO SUBMISSION**

The State will evaluate the BAFO submission based on topics negotiated. BAFOs will be evaluated using the criteria and methodologies described in [SECTION 6. EVALUATION](#) or a BAFO addendum, if issued for purposes of this solicitation's negotiations.

## **8. CONTRACT AWARD**

Contract Award, if made, will be to the Bidder that meets and/or exceeds the State's requirements and provides the best value to the State and will occur pursuant to the Key Action Dates of the solicitation document specified in [SECTION 2.3. KEY ACTION DATES](#). However, the State, at its sole option, may change the Contract Award date.

The State will publish a written Notification of Award to all Bidders that have submitted a proposal in response to this solicitation. See [SECTION 2.3. KEY ACTION DATES](#), for the anticipated date for the Notification of Award.

All aspects of the Bidder's proposal are confidential until after the issuance of the Notification of Award.



## 9. DEBRIEFING

A debriefing may be held within fifteen (15) days following Contract award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the qualifications, solution requirements and cost evaluations of the Bidder's proposal. A debriefing is not the forum to challenge the solicitation specifications or requirements. Statements made during the debrief are non-binding on the State and are intended for informational purposes only.

## 10. PROTESTS

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

## 11. INFORMATIONAL ATTACHMENTS

The following attachments to this solicitation are informational for use in the solicitation process and do not need to be submitted with the Bidder's proposal response. They can be found in [SECTION 1. Part 2 - Bidder Response](#).

1. [ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES](#). This attachment provides the format for a Bidder to submit questions regarding this solicitation.
2. [ATTACHMENT 23: GLOSSARY OF TERMS](#). This attachment includes definitions, acronyms and abbreviations for terms used in the solicitation and in the SOW.
3. [SECTION 2.2.6. BIDDERS' LIBRARY](#). This contains a centralized repository of essential documents regarding this solicitation.

## ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/ REQUEST FOR CHANGES

The Bidder is required to use the format listed below when submitting questions and request for changes to the Procurement Officer listed in [SECTION 2.2.1. PROCUREMENT OFFICER](#). Written questions and request for changes must be submitted in Microsoft Excel or Word version. 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/request for change, always starting at one (1) for each submission.

**Section/Document(s)** – Identify the section or document the request pertains to, such as “Request for Proposal, [SECTION 3.3.3. KEY STAFF QUALIFICATIONS \(M\)\(DS\)](#).”

**Page #** – Identify the page number of the section/document name or title the question pertains to.

**Question/Request for Change** – Write the question and/or request for change in this column. If the Bidder is requesting a change, the Bidder must apply track changes to ensure the requested change is evident.

**Bidder’s Rationale for Change Requests** - Provide an explanation for the requested change.

Expand or reduce the number of rows to accommodate the number of questions.

| QUESTION/REQUEST FOR CHANGES FORM |
|-----------------------------------|
| <b>Name of Bidder:</b>            |

| QUESTION/REQUEST FOR CHANGES FORM |                     |           |                             |                                          |
|-----------------------------------|---------------------|-----------|-----------------------------|------------------------------------------|
| Contact Person:                   |                     |           |                             |                                          |
| Contact Email and Phone Number:   |                     |           |                             |                                          |
| Q<br>#                            | Section/Document(s) | Page<br># | Question/Request for Change | Bidder's Rationale<br>for Change Request |
| 1                                 |                     |           |                             |                                          |
| 2                                 |                     |           |                             |                                          |
| 3                                 |                     |           |                             |                                          |
| 4                                 |                     |           |                             |                                          |

## ATTACHMENT 2: INTENT TO BID FORM

The Bidder should complete and submit this form per the instructions in [SECTION 2.2.3. INTENT TO BID](#).

**Bidder's Legal Company/Firm Name:** \_\_\_\_\_

| INTENT TO BID SELECTION (select one): |                                                                                                                                                                                                                                                                                    |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>              | Intends to submit a bid and has no issues with the solicitation requirements.                                                                                                                                                                                                      |
| <input type="checkbox"/>              | Intends to submit a bid but has one (1) or more issue(s) with the requirements. (Use <a href="#">ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES</a> and submit by the dates specified in <a href="#">SECTION 2.3. KEY ACTION DATES</a> .)                       |
| <input type="checkbox"/>              | Does not intend to submit a bid and has one (1) or more issues(s) with the solicitation requirements. (Use <a href="#">ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES</a> and submit by the dates specified in <a href="#">SECTION 2.3. KEY ACTION DATES</a> .) |

| The Bidder's Representative(s) to Access the Bidders' Library (Refer to <a href="#">SECTION 2.2.6. BIDDERS' LIBRARY</a> .<br>(Note: Bidder must have returned <a href="#">ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM</a> before access to Bidder's library is provided.) |                 |                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------|
| INFORMATION                                                                                                                                                                                                                                                                | PRIMARY CONTACT | SECONDARY CONTACT (If requested) |
| Name:                                                                                                                                                                                                                                                                      |                 |                                  |
| Title/Role:                                                                                                                                                                                                                                                                |                 |                                  |
| Phone Number:                                                                                                                                                                                                                                                              |                 |                                  |
| E-Mail:                                                                                                                                                                                                                                                                    |                 |                                  |

**Provide two (2) contacts who will need access to the State's file sharing site for uploading the proposal (Refer to [SECTION 5.3. DELIVERY OF SUBMITTALS](#)):**

| INFORMATION   | PRIMARY CONTACT | SECONDARY CONTACT |
|---------------|-----------------|-------------------|
| Name:         |                 |                   |
| Title/Role:   |                 |                   |
| Phone Number: |                 |                   |
| E-Mail:       |                 |                   |

**The Bidder's Authorized Representative or Corporate Officer:**

|                                            |  |
|--------------------------------------------|--|
| Bidder/Firm Name:                          |  |
| Printed Name of Authorized Representative: |  |
| Title/Role:                                |  |
| Phone Number:                              |  |
| Email:                                     |  |
| Signature:                                 |  |
| Date:                                      |  |

## **ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM**

### **1. Background Information**

PCC Section 10365.5 generally prohibits a person, firm, or subsidiary thereof that has been awarded a consulting services contract from submitting a bid for and/or being awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of a consulting services contract.

PCC Section 10365.5 does not apply to any person, firm, or subsidiary thereof that is awarded a subcontract of a consulting services agreement that totals no more than 10 percent of the total monetary value of the consulting services agreement.

Consultants/employees of a firm that provides consulting advice under an original consulting contract are not prohibited from providing services as employees of another firm on a follow-on contract, unless the persons are named contracting parties or named parties in a subcontract of the original contract.

PCC Section 10365.5 does not distinguish between intentional, negligent, and/or inadvertent violations. A violation could result in disqualification from bidding, a void contract, and/or imposition of criminal penalties.

### **2. Contract Disclosure**

Bidder to select the appropriate box below.

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <p>I hereby certify that neither my firm nor any subcontractor that my firm intends to use under the contract resulting from this procurement, is currently providing consulting services to the state under a state contract (or as a subcontractor providing more than 10 percent of dollar value of a consulting service contract with the state) or has provided such services within five (5) years prior to the release of this solicitation that are related in any manner to the services, goods, or supplies being acquired pursuant to this solicitation.</p> <p><b>Bidder must sign below.</b> This option is likely to apply to bidding firms that do not currently and/or never have provided consultant services to the state.</p>                                                                                               |
| <input type="checkbox"/> | <p>Attached is a disclosure of current and/or prior consulting services provided by my firm or a proposed subcontractor to the state under a state contract within five (5) years prior to the release of this solicitation that may be related in some manner to the services, goods, or supplies being acquired pursuant to this solicitation. In addition, provide a detailed explanation why your firm is not prohibited from bidding under PCC Section 10365.5. Please also refer to the Department of General Services' Management Memo 07-04 for additional information regarding the follow-on contracting prohibition, which is located at <a href="https://www.dgs.ca.gov/Resources/ManagementMemos">https://www.dgs.ca.gov/Resources/ManagementMemos</a></p> <p><b>Bidder must sign below and attach a detailed disclosure.</b></p> |

| The Bidder's Authorized Representative or Corporate Officer: |  |
|--------------------------------------------------------------|--|
| Bidder/Firm Name:                                            |  |
| Printed Name of Authorized Representative:                   |  |
| Title/Role:                                                  |  |
| Signature:                                                   |  |
| Date:                                                        |  |

## ATTACHMENT 4: COVER LETTER FORM

The Bidder must complete and submit this form with its proposal.

| COVER LETTER REQUIREMENTS                                                                                                                                                                                                                          | BIDDER AGREES<br>YES/NO                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| The Bidder agrees this proposal is an irrevocable offer per <a href="#">SECTION 2.6.11. IRREVOCABLE OFFER</a> .                                                                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 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.                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| The Bidder agrees to having available staff with the appropriate skills to complete the contract for all services as described in this solicitation and SOW.                                                                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| The Bidder has completed and submitted the eVAQ application and has been deemed approved by OSTP.<br><br><b>Bidder shall provide OSTP approved eVAQ number:</b>                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| This form is signed by an individual who is authorized to bind the bidding firm contractually. The individual's name must also be typed, and include the title or position that the individual holds in the firm. An unsigned bid may be rejected. | <input type="checkbox"/> Yes <input type="checkbox"/> No |

| Bidder's Information                       |  |
|--------------------------------------------|--|
| Bidding Firm's Legal Name:                 |  |
| Bidding Firm's Address:                    |  |
| Printed Name of Authorized Representative: |  |
| Title/Role:                                |  |
| Address:                                   |  |



| Bidder's Information |  |
|----------------------|--|
| Phone Number:        |  |
| Email:               |  |
| Signature:           |  |
| Date:                |  |

## ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS FORM

The Bidder must complete and submit this form by indicating agreement to each of the administrative requirements in the table below as described in [SECTION 3.2. ADMINISTRATIVE REQUIREMENTS](#). By indicating “Yes,” the Bidder affirms that it understands the requirement and agrees to comply with the requirement. Answering “No” to any of the mandatory administrative requirements in the proposal will deem the Bidder non-responsive and may be the basis for rejecting the Bidder’s proposal.

| RFP 2526053 -<br><a href="#">SECTION 3.2. ADMINISTRATIVE REQUIREMENTS</a>                | Bidder Agrees<br>Yes / No                                |
|------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <a href="#">SECTION 3.1.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS (EVAQ)(M)</a> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.1. COVER LETTER (M)</a>                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.2. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)</a>                  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.3. CONFIDENTIALITY STATEMENT (M)</a>                             | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.4. ABILITY TO PERFORM</a>                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.5. PRIMARY BIDDER</a>                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.6. SUBCONTRACTORS</a>                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.6.1. BIDDER DECLARATION FORM (M)</a>                             | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.7. AMENDMENT</a>                                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.8. FINANCIAL RESPONSIBILITY INFORMATION</a>                      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.8.1. FINANCIAL STABILITY</a>                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.8.2. RESPONSIBILITY CERTIFICATION (M)</a>                        | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <a href="#">SECTION 3.2.9. INCORPORATION OF EVAQ REQUIREMENTS</a>                        | <input type="checkbox"/> Yes <input type="checkbox"/> No |

| RFP 2526053 -<br>SECTION 3.2. ADMINISTRATIVE REQUIREMENTS                                                                                                 | Bidder Agrees<br>Yes / No                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| SECTION 3.2.10. GENERAL PROVISIONS                                                                                                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| SECTION 3.2.10.1. INFORMATION TECHNOLOGY - GENERAL PROVISIONS<br>CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP (Cloud) (Revised and<br>Effective 2/20/2025) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| SECTION 3.2.11. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY (M)                                                                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| SECTION 3.2.12. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)<br>DISCLOSURE NOTIFICATION                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| SECTION 3.2.13. STATEMENT OF WORK                                                                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| SECTION 3.2.13.1. INSURANCE COVERAGE                                                                                                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| SECTION 3.2.14. PRODUCTIVE USE REQUIREMENTS                                                                                                               | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| SECTION 3.2.14.1. OPEN SOURCE SOFTWARE REQUIREMENTS                                                                                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| SECTION 3.2.15. SOCIOECONOMIC PROGRAMS                                                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| SECTION 3.2.15.1. BIDDER'S PREFERENCE AND INCENTIVE DECLARATION<br>(M)                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| SECTION 3.2.15.2. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)<br>PROGRAM (M)                                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| SECTION 3.2.15.4. SMALL BUSINESS PREFERENCE (O)                                                                                                           | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| SECTION 3.2.15.5. NON-SMALL BUSINESS SUBCONTRACTOR<br>PREFERENCE (O)                                                                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| SECTION 3.2.15.6. COMMERCIALLY USEFUL FUNCTION (M, if applicable)                                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| SECTION 3.2.15.7. TARGET AREA CONTRACT PREFERENCE ACT (TACPA)<br>(O)                                                                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No |

## **ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM**

The Bidder must complete and submit this form with its proposal.

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 Procurement Officer 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 the Procurement Officer. 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 Procurement Officer before payment can be made for services rendered. In addition, all copies or

derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the Contract period or the final payment, as determined by the contracting Agency/state entity.

In addition to all the confidentiality requirements set forth in the General Provisions, upon Contract award, Bidder to submit a signed confidentiality statement from all personnel, agents, and subcontractors assigned to the awarded Contract.

| The Bidder's Authorized Representative or Corporate Officer |  |
|-------------------------------------------------------------|--|
| Bidder/Firm Name:                                           |  |
| Printed Name of Authorized Representative:                  |  |
| Title/Role:                                                 |  |
| Phone Number:                                               |  |
| Email:                                                      |  |
| Signature:                                                  |  |
| Date:                                                       |  |

## **ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105**

In accordance with [SECTION 3.2.6.1. BIDDER DECLARATION FORM \(M\)](#), the Bidder must complete and submit with its proposal the Bidder Declaration GSPD-05-105 form.

The form and its instructions are available as a fill and print PDF at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

## ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES

The Bidder must complete all of the sections below and submit with its proposal.

1. SMALL BUSINESS PREFERENCE:

Bidder must check the appropriate box from the choices below.

| SMALL BUSINESS PREFERENCE |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>  | I am a DGS certified Small Business and claim the Small Business Preference.<br><br>My DGS Small Business certification number is:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>  | I have recently filed for DGS Small Business certification. I have not yet been certified, but I am claiming the Small Business Preference.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <input type="checkbox"/>  | I am not a DGS certified Small Business, but 25% or more of the net bid price will go to a DGS certified Small Business subcontractor(s) performing a Commercially Useful Function and therefore, I am claiming the Small Business preference.<br><br>Bidder must complete and submit <a href="#">ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105</a> , indicating the percentage of the net bid price that will be received by each DGS certified Small Business subcontractor. The form can be found at the following link:<br><br><a href="https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf">https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf</a> |
| <input type="checkbox"/>  | I am not claiming the Small Business Preference.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

2. DVBE INCENTIVE:

Bidder must check the appropriate box from the choices below.

| DVBE INCENTIVE           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | I am a DGS certified DVBE and claim the DVBE Incentive.<br><br>My DGS DVBE certification number is:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <input type="checkbox"/> | I have recently filed for DGS DVBE certification. I have not yet been certified, but I am claiming the DVBE Incentive.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <input type="checkbox"/> | <p>I am not a DGS certified DVBE, but a percentage of the net bid price will go to a DGS certified DVBE subcontractor(s) performing a Commercially Useful Function and therefore, I am claiming the DVBE Incentive.</p> <p>Bidder must complete and submit a <a href="#">ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105</a>, indicating the percentage of the net bid price that will be received by each DGS certified DVBE subcontractor. The Bidder must also complete and submit an <a href="#">ATTACHMENT 9: DVBE DECLARATIONS</a>, for each DVBE subcontractor, signed by the DVBE owner/manager. The forms can be found at the following links:</p> <p><a href="https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf">https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf</a></p> <p><a href="https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf">https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf</a></p> |
| <input type="checkbox"/> | I am not claiming the DVBE Incentive.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

3. TARGET AREA CONTRACTOR PREFERENCE ACT (TACPA):  
Bidder must check the appropriate box from the choices below.

| TACPA PREFERENCE         |                                         |
|--------------------------|-----------------------------------------|
| <input type="checkbox"/> | I am not claiming the TACPA Preference. |



| TACPA PREFERENCE         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <p>I am claiming the TACPA Preference.</p> <p>Bidder must complete and submit <a href="#">ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS</a>. The forms can be found at the following link:</p> <p><a href="https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa">https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa</a></p> |

## **ATTACHMENT 9: DVBE DECLARATIONS**

In accordance with [SECTION 3.2.15.2. DISABLED VETERAN BUSINESS ENTERPRISE \(DVBE\) PROGRAM \(M\)](#), the Bidder must complete and submit with its proposal the STD. 843, Disabled Veteran Business Enterprise Declarations form.

The form and its instructions are available as a fill and print PDF at: [https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf)

## ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION

The Bidder must complete and submit this form with its proposal.

|                                                                                              |
|----------------------------------------------------------------------------------------------|
| <b>Bidder name</b>                                                                           |
|                                                                                              |
| <b>Subcontractor Name (submit one form for each SB/DVBE (prime and/or subcontractor(s)))</b> |
|                                                                                              |

**Mark all that apply:** ☐ DVBE ☐ Small Business ☐ Micro Business

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.

| CUF Requirements |                                                                                                |                              |                             |
|------------------|------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| 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"/> |

| CUF Requirements |                                                                                                                                                                                                                                                                                                                |                              |                                                                   |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------|
| 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"/><br>or<br>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.

| Written Statement or Statement of No Claim |
|--------------------------------------------|
|                                            |

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 the Certified Small Business or DVBE satisfies the Commercially Useful Function requirement, and will provide the role, services, and/or goods stated above.

| The Bidder's Authorized Representative or Corporate Officer |  |
|-------------------------------------------------------------|--|
| Printed Name of Authorized Representative:                  |  |
| Title/Role:                                                 |  |
| Signature:                                                  |  |
| Date:                                                       |  |

## **ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS**

In accordance with [SECTION 3.2.15.7. TARGET AREA CONTRACT PREFERENCE ACT \(TACPA\) \(O\)](#) , the Bidder must complete and submit with its proposal the required applications/forms.

The required applications/forms are as follows:

- TACPA (Std. 830)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526).

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa>

## ATTACHMENT 12: BIDDER QUALIFICATIONS FORM - INSTRUCTIONS

The Bidder must complete [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) with the qualifying project information being used to meet the mandatory qualifications (and if applicable, desirable qualifications) as required for this project. A separate [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) must be completed for each project used to meet the mandatory qualifications.

[ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) will be used by California Department of Technology to evaluate Bidder's qualifications. The Bidder must specify the required experience in the pertinent row for each requirement in [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#). Use additional forms as needed to complete each response. Any conflicting information may result in the proposal being deemed non-responsive.

For the purposes and context of the Bidder qualifications forms and reference forms only, the term "Project" is defined as an individual effort or contract where the Bidder was the Prime Contractor on the cited contract.

**Box 1, Bidder:** Provide the company name of the Bidder submitting the proposal.

**Box 2, Project Name:** Provide the name of the qualifying project used to meet the required experience.

**Box 3, Name of Company for whom the project was completed:** Identify the company or government agency for whom the project was completed.

**Box 4, Contact name and 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 proposal, the Bidder declares that the reference person identified is/was employed by the company identified in Box 3. This reference must be the same person identified in the [ATTACHMENT 14: BIDDER REFERENCE FORM](#). This person must have been:

- From the end user of the development project.
- In a management or supervisory role for the project.
- Not from another contractor or contracting company.
- Not be an employee of the bidding company.

- May be an employee of CARB if they were a manager on a project relevant or similar to the project being bid on; however, a CARB manager may not be a reference if they have a conflict of interest such as being an evaluation team member.

**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.

- All experience must have occurred within the last seven (7) years prior to the solicitation due date, unless stated otherwise.
- For projects that are currently ongoing, experience will be calculated only for the work performed up to the solicitation due date.

**Box 7, Project Description:** Provide a brief description of the nature of the Bidder's cited project.

**Box 8, Bidder was Prime Contractor:** Check the appropriate response, "Yes" or "No". If the "No" box is checked, time spent on that project will not count towards Bidder experience.

**Box 9, Contract Amount:** Provide the dollar amount of the contract value in US dollars.

**Box 10, Instructions for documenting the years of experience gained from the project cited.**

Note: It is the Bidder's responsibility to ensure that each mandatory 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. If the State cannot determine that the years of experience for each of the mandatory experience requirements have been met, Bidder's proposal may be deemed non-responsive.

#### Definitions

1. **Bidder References:** A reference that was in a management or supervisory role for an external organization (external to the Bidder's organization and corporate structure) for whom the project was completed.
2. **Client:** Defined the same as customer.
3. **Completed Implementation:** A solution that has received system acceptance from the customer and is in a production environment.
4. **Similar Project:** A project of comparable scope, functionality, or technical complexity to the solution described in this solicitation.

5. **Customer:** An external organization who receives and pays for goods or services.
6. **Large-scale:** Is defined as greater than 1,000 users.
7. **Local government:** A city, town, county or district.
8. **National government:** Any political organization that is put in place to maintain control of a nation.
9. **Private Sector:** An organization that is not a local government or State Agency/Entity.
10. **State government:** Any State Agency/Entity.



## ATTACHMENT 13: 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.

| BIDDER QUALIFICATION FORM |                                                         |                                                             |
|---------------------------|---------------------------------------------------------|-------------------------------------------------------------|
| 1                         | Bidder:                                                 |                                                             |
| 2                         | Project Name:                                           |                                                             |
| 3                         | Name of Company for whom the Project was completed:     |                                                             |
| 4                         | Contact Name and Information of the Bidder's Reference: |                                                             |
| 5                         | Start Date (MM/DD/YYYY):                                |                                                             |
| 6                         | End Date (MM/DD/YYYY):                                  |                                                             |
| 7                         | Project Description:                                    |                                                             |
| 8                         | Bidder was Prime Contractor                             | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| 9                         | Contract Amount:                                        | \$                                                          |

| BIDDER QUALIFICATION FORM |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10                        | <p><b>Documenting instructions when a minimum number of years of experience is required.</b> For each mandatory experience listed below,</p> <ul style="list-style-type: none"><li>• Check “Yes” if the total years of experience was met on this referenced project; or</li><li>• Check “Partial” if fewer than the total years of the experience was met on this referenced project; or</li><li>• Check “No” if none of the experience was met on this referenced project.</li></ul> <p>If "Partial" or "Yes" is checked, enter the years and/or months of “Experience gained on this referenced project” and describe the Bidder's role and responsibilities performed on the project in the “Description of services provided” field. The Bidder must ensure that each description clearly addresses how the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.</p> |

| Requirement Number                                                                                                | Classification             | Qualifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Total Experience Required | Experience gained on this cited Project                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11                                                                                                                | Mandatory (M)<br><br>(MQ1) | <p>Seven (7) years of IT implementation experience prior to the solicitation release date. A minimum of three (3) successfully completed IT projects of at least one (1) year duration with a total combined cost of at least \$2 million. No more than six (6) projects will be considered.</p> <ul style="list-style-type: none"> <li>Substantial experience in the design, development, and implementation of enterprise-capable technology solutions of comparable scope and complexity.</li> <li>This experience must reflect the Bidder's capability to successfully implement solutions within a complex, multi-stakeholder environment.</li> </ul> | 7 Years                   | <input type="checkbox"/> Yes<br><br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
| <p><b>Provide a description of the work performed on the cited project and how it meets this requirement:</b></p> |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |                                                                                                                                                             |

| Requirement Number                                                                                                | Classification             | Qualifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Total Experience Required | Experience gained on this cited Project                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12                                                                                                                | Mandatory (M)<br><br>(MQ2) | <p>Of the seven (7) years of experience in MQ1, three (3) years of experience in Solution Architecture and Systems Integration on at least one (1) project:</p> <ul style="list-style-type: none"> <li>• Proficiency in modern solution architecture, including cloud-based environments, multi-tier application structures, and secure integration with external platforms.</li> <li>• Delivered systems that support high availability, scalability, and performance under varying operational loads, and shall exhibit the ability to implement contemporary integration patterns such as structured data exchange using JSON and XML, event-driven messaging, and secure data-exchange mechanisms.</li> </ul> | 3 Years                   | <input type="checkbox"/> Yes<br><br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
| <p><b>Provide a description of the work performed on the cited project and how it meets this requirement:</b></p> |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                           |                                                                                                                                                             |

| Requirement Number | Classification             | Qualifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Total Experience Required | Experience gained on this cited Project                                                                                                                     |
|--------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14                 | Mandatory (M)<br><br>(MQ3) | <p>Three (3) years experience on at least one (1) project in Project Delivery, Quality Assurance, and Operational Readiness:</p> <ul style="list-style-type: none"> <li>The Bidder shall demonstrate experience managing and delivering multi-team technology projects utilizing structured Agile, hybrid, or equivalent methodologies suitable for large public-sector initiatives. This experience shall include the application of disciplined planning, risk and dependency management, environment management, and change-control processes.</li> <li>The Bidder shall also demonstrate mature quality-engineering capabilities, including automated testing, continuous integration and deployment practices, and implementation of system monitoring and observability tools to ensure solution stability and</li> </ul> | 3 Years                   | <input type="checkbox"/> Yes<br><br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |

| Requirement Number | Classification                                                                                                    | Qualifications                                                                                                                                                                                                                                                                                                                                                  | Total Experience Required | Experience gained on this cited Project |
|--------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-----------------------------------------|
|                    |                                                                                                                   | <p>performance.</p> <ul style="list-style-type: none"> <li>Furthermore, the Bidder shall demonstrate experience preparing solutions for transition to operations, including development of operational documentation, support procedures, training materials, and processes necessary to ensure successful and sustainable long-term system support.</li> </ul> |                           |                                         |
|                    | <p><b>Provide a description of the work performed on the cited project and how it meets this requirement:</b></p> |                                                                                                                                                                                                                                                                                                                                                                 |                           |                                         |

| Requirement Number                                                                                         | Classification         | Qualifications                                                                                                                                                                                                                                                                                           | Total Experience Required       | Experience gained on this cited Project                                                                                                                     |
|------------------------------------------------------------------------------------------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15                                                                                                         | Desirable<br><br>(DS1) | Experience successfully implementing application architecture on a scale and complexity of the proposed project in a State government program. For every five (5) years of additional experience, points will be awarded as follows:<br><br>One (1) year = five (5) points up to a maximum of 25 points. | Up to five (5) additional years | <input type="checkbox"/> Yes<br><br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
| <b>Provide a description of the work performed on the cited project and how it meets this requirement:</b> |                        |                                                                                                                                                                                                                                                                                                          |                                 |                                                                                                                                                             |

| Requirement Number                                                                                                | Classification         | Qualifications                                                                                                                                                                                                                                                                                                  | Total Experience Required       | Experience gained on this cited Project                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16                                                                                                                | Desirable<br><br>(DS2) | <p>Experience with environmental improvement-related IT systems such as greenhouse gas or other environmental pollutant reporting systems.</p> <p>For every five (5) years of additional experience, points will be awarded as follows:</p> <p>One (1) year = five (5) points up to a maximum of 25 points.</p> | Up to five (5) additional years | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
| <p><b>Provide a description of the work performed on the cited project and how it meets this requirement:</b></p> |                        |                                                                                                                                                                                                                                                                                                                 |                                 |                                                                                                                                                         |



## ATTACHMENT 14: BIDDER REFERENCE FORM

**Purpose:** Based on the satisfaction ratings received from the Bidder's references, the State will use the ratings to score the Bidders.

**Instructions to Bidder:** Complete Part A, items 1-8 of this form, attach the corresponding [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) and send to references to complete Part B, items 10-19. Once this form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Reference Form for each corresponding project cited on [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#).

**Instructions to the Bidder's Reference:** Complete Part B, items 10-19 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Bidder who performed the services described in item 8, Project Description & Bidder's role on the project, and confirm that the information in Part A is consistent and corresponds with [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) attached. Complete the bottom of this form and return the form to the Bidder.

| PART A: TO BE COMPLETED BY BIDDER |                                                         |                                                          |
|-----------------------------------|---------------------------------------------------------|----------------------------------------------------------|
| 1                                 | Bidder:                                                 |                                                          |
| 2                                 | Project Name:                                           |                                                          |
| 3                                 | Name of Company for whom the Project was completed:     |                                                          |
| 4                                 | Contact Name and Information of the Bidder's Reference: |                                                          |
| 5                                 | The Bidder was the Prime Contractor for this Project:   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6                                 | Bidder's Start and End Dates on the Project:            |                                                          |
| 7                                 | Contract Amount:                                        | \$                                                       |
| 8                                 | Project Description & Bidder's role on the project:     |                                                          |

| PART B: TO BE COMPLETED BY BIDDER'S REFERENCE |                                                                                                                                                                                                                                                                                                            |                                                                                |   |   |   |
|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|---|---|---|
| 9                                             | <p><u>Reference Satisfaction Rating:</u></p> <p>Using the following scale to rate the Bidder's overall performance on the services provided:</p> <p>0 = Unsatisfactory, 1 = Marginal, 2 = Satisfactory, 3 = Exceeds Expectations</p> <p><b>Circle only one number for each question (10-19) below.</b></p> | <p><b>Reference Ratings</b></p> <p><b>(Total possible rating score=30)</b></p> |   |   |   |
| 10                                            | How would you rate the Bidder's ability to perform system implementation activities?                                                                                                                                                                                                                       | 0                                                                              | 1 | 2 | 3 |
| 11                                            | How would you rate the Bidder's ability to meet project milestones and/or timelines?                                                                                                                                                                                                                       | 0                                                                              | 1 | 2 | 3 |
| 12                                            | How would you rate the quality of the Bidder's deliverables?                                                                                                                                                                                                                                               | 0                                                                              | 1 | 2 | 3 |
| 13                                            | How would you rate the Bidder's effectiveness at managing project resources?                                                                                                                                                                                                                               | 0                                                                              | 1 | 2 | 3 |
| 14                                            | How would you rate the Bidder's effectiveness at providing skilled personnel timely when needed throughout the term of the contract?                                                                                                                                                                       | 0                                                                              | 1 | 2 | 3 |
| 15                                            | How would you rate the quality of work and professionalism of the Bidder's personnel?                                                                                                                                                                                                                      | 0                                                                              | 1 | 2 | 3 |
| 16                                            | How would you rate the Bidder's effectiveness at providing quality and timely responses to customer questions, concerns, and issues?                                                                                                                                                                       | 0                                                                              | 1 | 2 | 3 |
| 17                                            | How would you rate the effectiveness of the Bidder's change management (e.g., scope, requirements, etc.) process?                                                                                                                                                                                          | 0                                                                              | 1 | 2 | 3 |

| PART B: TO BE COMPLETED BY BIDDER'S REFERENCE |                                                                                                                           |   |   |   |   |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|---|---|---|---|
| 18                                            | How would you rate the Bidder's willingness and ability to accommodate your organization's working style and constraints? | 0 | 1 | 2 | 3 |
| 19                                            | How would you rate the Bidder's overall performance?                                                                      | 0 | 1 | 2 | 3 |

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

| TO BE COMPLETED BY BIDDER'S REFERENCE |  |
|---------------------------------------|--|
| Signature:                            |  |
| Printed Name:                         |  |
| Date:                                 |  |
| Title or role on the project:         |  |
| Email:                                |  |
| Phone:                                |  |

## ATTACHMENT 15: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS

The Bidder must complete and submit each Key Staff Qualification Form with the qualifying project information being used to meet the mandatory qualifications and desirable qualifications, as required for this project. A separate Key Staff Qualification Form must be completed for each project used to meet the mandatory qualifications.

The Key Staff Qualification Form will be used by the State to evaluate Key Staff qualifications. The Bidder must specify the required experience in the pertinent row for each requirement in the Key Staff Qualification Forms. Use additional forms as needed to complete each response. Any conflicting information may result in the proposal being deemed non-responsive.

"Project" is defined as an individual effort or contract where the key staff played a role on the cited contract.

**Box 1, Bidder:** Provide the company name of the Bidder submitting the proposal.

**Box 2, Key Staff Name:** Provide the name of the Bidder's proposed key staff.

**Box 3, Project Name:** Provide the name of the qualifying project in which the proposed staff gained experience to meet the requirement(s).

**Box 4, Name of Company for whom the Project was completed:** Provide the company or government agency for whom the project was completed.

**Box 5, Contact Name and Information of the Key Staff's Reference:** Provide 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 proposal, the Bidder declares that the reference person identified is/was employed by the company identified in Box 4. The reference must be the same person identified in the Key Staff Reference Form. This person must have been:

- From the end user of the development project.
- In a management or supervisory role for the project.
- Not from another contractor or contracting company.

- Not be a current or previous employee of the bidding company
- Must be external to Bidder's organization and corporate structure and have no conflict of interest with the Bidder company.
- May be a manager at the California Air Resources Board if they managed a relevant or similar project and do not have a conflict of interest, such as having been an evaluation team member for this project.

**Boxes 6 and 7, Staff Start Date and End Date:** Provide the start and end dates the key staff worked on the cited project using MM/DD/YYYY format.

- All experience must have occurred within the last seven (7) years prior to the solicitation due date, unless stated otherwise.
- For projects that are currently ongoing, experience will be calculated only for the work performed up to the solicitation due date.

**Box 8, Full-time/Part-time:** Check the appropriate box for time proposed staff worked on the cited project. Refer to [SECTION 3.3.3.1. FULL-TIME/PART-TIME MONTH EQUIVALENTS DEFINITION](#) for additional details on calculating experience.

**Box 9, Project Description:** Provide a brief description of the nature of the proposed staff's cited project.

**Box 10, Contract Amount:** Provide the dollar amount of the contract value in US dollars.

**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 mandatory experience requirement is met in full and is addressed in the Key Staff qualification forms in order for the State to determine compliance to the requirements. If the State cannot determine that the years of experience for each of the mandatory experience requirements have been met, Bidder's proposal may be deemed non-responsive.

1. **Key Staff References:** A reference that was in a management or supervisory role for an external organization (external to the Bidder's organization and corporate structure) for whom the project was completed.
2. **Client:** Defined the same as customer.
3. **Completed Implementation:** A solution that has received system acceptance from the customer and is in a production environment.

4. **Customer:** An external organization who receives and pays for goods or services.
5. **Large-scale:** Is defined as greater than 1000 users.
6. **Local government:** A city, town, county or district.
7. **National government:** Any political organization that is put in place to maintain control of a nation.
8. **Private Sector:** An organization that is not a local government or State Agency/Entity.
9. **State government:** Any State Agency/Entity.

## ATTACHMENT 15.1: PROJECT MANAGER — 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.

| KEY STAFF QUALIFICATIONS FORM |                                                             |                                                                              |
|-------------------------------|-------------------------------------------------------------|------------------------------------------------------------------------------|
| 1                             | Bidder:                                                     |                                                                              |
| 2                             | Key Staff Name:                                             |                                                                              |
| 3                             | Project Name:                                               |                                                                              |
| 4                             | Name of Company for whom the Project was completed:         |                                                                              |
| 5                             | Contact Name and Information of Proposed Staff's Reference: |                                                                              |
| 6                             | Staff Start Date (MM/DD/YYYY):                              |                                                                              |
| 7                             | Staff End Date (MM/DD/YYYY):                                |                                                                              |
| 8                             | Key Staff Work Schedule                                     | <input type="checkbox"/> Full-time<br><br><input type="checkbox"/> Part-time |
| 9                             | Project Description:                                        |                                                                              |
| 10                            | Contract Amount:                                            | \$                                                                           |

| KEY STAFF QUALIFICATIONS FORM |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11                            | <p><b>Documenting instructions when a minimum number of years of experience is required.</b></p> <p>For each mandatory experience listed below,</p> <ul style="list-style-type: none"> <li>Check "Yes" if the total years of experience was met on this referenced project; or</li> <li>Check "Partial" if fewer than the total years of experience was met on this referenced project; or</li> <li>Check "No" if none of the experience was met on this referenced project.</li> </ul> <p>If "Partial" or "Yes" is checked, enter the years and/or months of "Experience gained on this referenced project" and describe the Key Staff's role and responsibilities performed on the project in the "Description of services provided" field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.</p> |

| Requirement Number                  | Classification              | Qualifications                                                                                                                                                                                                                                                                                                              | Total Experience Required   | Experience gained on this cited Project                                                                                                                     |
|-------------------------------------|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12                                  | Mandatory<br>(M)<br><br>MQ1 | Possess a Bachelor's degree in Information Technology (IT), Computer Science, Management Information Systems, Software Engineering, Business Administration, Engineering, Public Administration. Additional qualifying experience of four (4) years may be substituted for the required education on a year-for-year basis. | Attach<br>Copy of<br>Degree | <input type="checkbox"/> Yes<br><br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
| <b>Attach a copy of the degree.</b> |                             |                                                                                                                                                                                                                                                                                                                             |                             |                                                                                                                                                             |



| Requirement Number | Classification                                                                                             | Qualifications                                                                                                                                                                           | Total Experience Required | Experience gained on this cited Project                                                                                                                 |
|--------------------|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13                 | Mandatory (M)<br><br>MQ2                                                                                   | A minimum of five (5) years of experience as a Project Manager, on at least one (1) or more completed IT projects valued at a minimum of \$2 million that supported 1,000 or more users. | Five (5) years            | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
|                    | <b>Provide a description of the work performed on the cited project and how it meets this requirement:</b> |                                                                                                                                                                                          |                           |                                                                                                                                                         |

| Requirement Number | Classification                                                                                      | Qualifications                                                                                                                                                                                                                                                                                                                                                        | Total Experience Required | Experience gained on this cited Project                                                                                                                 |
|--------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14                 | Mandatory (M)<br><br>MQ3                                                                            | A minimum of five (5) years of experience managing project schedules, risks, and issues; demonstrated proficiency in leadership, organization, and critical thinking; the ability to communicate constructively with internal and external stakeholders and executive leadership; and experience working within Agile project environments using the scrum framework. | Five (5) years            | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
|                    | Provide a description of the work performed on the cited project and how it meets this requirement: |                                                                                                                                                                                                                                                                                                                                                                       |                           |                                                                                                                                                         |

| Requirement Number | Classification                      | Qualifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Total Experience Required       | Experience gained on this cited Project                                                                                                                     |
|--------------------|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15                 | Desirable<br>Scored (DS)<br><br>DS1 | <p>For every one (1) year of prior experience working with California public-sector entities, including but not limited to:</p> <ul style="list-style-type: none"> <li>• California State Agencies</li> <li>• California Local Government Agencies</li> <li>• University of California campuses</li> <li>• California State University campuses</li> <li>• California Community Colleges</li> <li>• California Judicial Branch entities</li> <li>• California Constitutional Offices</li> <li>• Independent State Agencies and Boards</li> <li>• California K–12 Education Agencies</li> <li>• California Special Districts</li> <li>• California Health and Human Services Departments</li> <li>• California Public Retirement Systems (CalPERS, CalSTRS)</li> </ul> <p>Five (5) points for every year of experience, with a maximum of five (5) years additional experience. Points will be awarded as follows: One (1) year = five (5) points up to a maximum of twenty-five (25) points.</p> | Up to five (5) additional years | <input type="checkbox"/> Yes<br><br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |

| Requirement Number | Classification                                                                                             | Qualifications | Total Experience Required | Experience gained on this cited Project |
|--------------------|------------------------------------------------------------------------------------------------------------|----------------|---------------------------|-----------------------------------------|
|                    | <b>Provide a description of the work performed on the cited project and how it meets this requirement:</b> |                |                           |                                         |

| Requirement Number | Classification                                                                                             | Qualifications                                                                                                                                                                                                                                                                                                                | Total Experience Required       | Experience gained on this cited Project                                                                                                                 |
|--------------------|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16                 | Desirable<br>Scored (DS)<br><br>DS2                                                                        | For every one (1) year of experience working as an IT Project Manager: Experience with environmental-improvement-related IT systems, such as greenhouse gas or other environmental pollutant reporting systems. Points will be awarded as follows: One (1) year = five (5) points up to a maximum of twenty-five (25) points. | Up to five (5) additional years | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
|                    | <b>Provide a description of the work performed on the cited project and how it meets this requirement:</b> |                                                                                                                                                                                                                                                                                                                               |                                 |                                                                                                                                                         |

## ATTACHMENT 15.2: BUSINESS ANALYST — 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.

| KEY STAFF QUALIFICATIONS FORM |                                                             |                                                                          |
|-------------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------|
| 1                             | Bidder:                                                     |                                                                          |
| 2                             | Key Staff Name:                                             |                                                                          |
| 3                             | Project Name:                                               |                                                                          |
| 4                             | Name of Company for whom the Project was completed:         |                                                                          |
| 5                             | Contact Name and Information of Proposed Staff's Reference: |                                                                          |
| 6                             | Staff Start Date (MM/DD/YYYY):                              |                                                                          |
| 7                             | Staff End Date (MM/DD/YYYY):                                |                                                                          |
| 8                             | Key Staff Work Schedule                                     | <input type="checkbox"/> Full-time<br><input type="checkbox"/> Part-time |
| 9                             | Project Description:                                        |                                                                          |
| 10                            | Contract Amount:                                            | \$                                                                       |

| KEY STAFF QUALIFICATIONS FORM |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11                            | <p><b>Documenting instructions when a minimum number of years of experience is required.</b><br/>For each mandatory experience listed below,</p> <ul style="list-style-type: none"> <li>• Check “Yes” if the total years of experience was met on this referenced project; or</li> <li>• Check “Partial” if fewer than the total years of experience was met on this referenced project; or</li> <li>• Check “No” if none of the experience was met on this referenced project.</li> </ul> <p>If "Partial" or "Yes" is checked, enter the years and/or months of “Experience gained on this referenced project” and describe the Key Staff's role and responsibilities performed on the project in the “Description of services provided” field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.</p> |

| Requirement Number | Classification             | Qualifications                                                                                                                                                                                                                                                                                   | Total Experience Required | Experience gained on this cited Project                                                                                                                 |
|--------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12                 | Mandatory (M)<br><br>(MQ1) | A minimum of three (3) years of experience as a Business Analyst (BA) on at least one (1) or more completed IT projects valued at least \$1 million, with experience including requirements elicitation, business process analysis, and preparation of standard Business Analysis documentation. | Three (3) years           | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |

| Requirement Number | Classification                                                                                             | Qualifications | Total Experience Required | Experience gained on this cited Project |
|--------------------|------------------------------------------------------------------------------------------------------------|----------------|---------------------------|-----------------------------------------|
|                    | <b>Provide a description of the work performed on the cited project and how it meets this requirement:</b> |                |                           |                                         |

| Requirement Number | Classification                                                                                             | Qualifications                                                                                                                                                                                                                                                                                                                                                                 | Total Experience Required | Experience gained on this cited Project                                                                                                                 |
|--------------------|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13                 | Mandatory (M)<br>(MQ2)                                                                                     | A minimum of three (3) years of experience as a Business Analyst on an IT project completing at least one (1) full life-cycle IT project with a contract value of at least \$1 million, involving custom .NET development, experience including collaboration with project managers, technical teams, and program stakeholders throughout the software development life cycle. | Three (3) years           | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
|                    | <b>Provide a description of the work performed on the cited project and how it meets this requirement:</b> |                                                                                                                                                                                                                                                                                                                                                                                |                           |                                                                                                                                                         |

**Provide a description of the work performed on the cited project and how it meets this requirement:**



| Requirement Number                                                                                         | Classification                        | Qualifications                                                                                                                                                                                                                                                                                                         | Total Experience Required       | Experience gained on this cited Project                                                                                                                 |
|------------------------------------------------------------------------------------------------------------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15                                                                                                         | Desirable<br>Scored (DS)<br><br>(DS1) | For every one (1) year of experience working as a Business Analyst on an IT project with environmental-related IT systems, including greenhouse gas reporting or other air pollutant reporting programs, points will be awarded as follows: One (1) year = five (5) points up to a maximum of twenty-five (25) points. | Up to five (5) additional years | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
| <b>Provide a description of the work performed on the cited project and how it meets this requirement:</b> |                                       |                                                                                                                                                                                                                                                                                                                        |                                 |                                                                                                                                                         |

| Requirement Number | Classification                     | Qualifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Total Experience Required       | Experience gained on this cited project                                                                                                           |
|--------------------|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| 16                 | Desirable Scored (DS)<br><br>(DS2) | <p>For every one (1) year of prior experience working with California public-sector entities, including but not limited to:</p> <ul style="list-style-type: none"> <li>• California State Agencies</li> <li>• California Local Government Agencies</li> <li>• University of California campuses</li> <li>• California State University campuses</li> <li>• California Community Colleges</li> <li>• California Judicial Branch entities</li> <li>• California Constitutional Offices</li> <li>• Independent State Agencies and Boards</li> <li>• California K–12 Education Agencies</li> <li>• California Special Districts</li> <li>• California Health and Human Services Departments</li> <li>• California Public Retirement Systems (CalPERS, CalSTRS)</li> </ul> | Up to five (5) additional years | <input type="checkbox"/> Yes<br>Yr. ____ Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____ Mo. ____<br><br><input type="checkbox"/> No |

| Requirement Number | Classification                                                                                      | Qualifications                                                                                                | Total Experience Required | Experience gained on this cited project |
|--------------------|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------|-----------------------------------------|
|                    |                                                                                                     | Points will be awarded as follows: One (1) year = five (5) points up to a maximum of twenty-five (25) points. |                           |                                         |
|                    | Provide a description of the work performed on the cited project and how it meets this requirement: |                                                                                                               |                           |                                         |

## ATTACHMENT 15.3: SOLUTIONS ARCHITECT — 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.

| KEY STAFF QUALIFICATIONS FORM |                                                             |                                                                          |
|-------------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------|
| 1                             | Bidder:                                                     |                                                                          |
| 2                             | Key Staff Name:                                             |                                                                          |
| 3                             | Project Name:                                               |                                                                          |
| 4                             | Name of Company for whom the Project was completed:         |                                                                          |
| 5                             | Contact Name and Information of Proposed Staff's Reference: |                                                                          |
| 6                             | Staff Start Date (MM/DD/YYYY):                              |                                                                          |
| 7                             | Staff End Date (MM/DD/YYYY):                                |                                                                          |
| 8                             | Key Staff Work Schedule                                     | <input type="checkbox"/> Full-time<br><input type="checkbox"/> Part-time |
| 9                             | Project Description:                                        |                                                                          |
| 10                            | Contract Amount:                                            | \$                                                                       |

| KEY STAFF QUALIFICATIONS FORM |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11                            | <p><b>Documenting instructions when a minimum number of years of experience is required.</b><br/>For each mandatory experience listed below,</p> <ul style="list-style-type: none"> <li>• Check "Yes" if the total years of experience was met on this referenced project; or</li> <li>• Check "Partial" if fewer than the total years of experience was met on this referenced project; or</li> <li>• Check "No" if none of the experience was met on this referenced project.</li> </ul> <p>If "Partial" or "Yes" is checked, enter the years and/or months of "Experience gained on this referenced project" and describe the Key Staff's role and responsibilities performed on the project in the "Description of services provided" field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.</p> |

| Requirement Number | Classification             | Qualifications                                                                                                                                                                       | Total Experience Required | Experience gained on this cited Project                                                                                                                 |
|--------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12                 | Mandatory (M)<br><br>(MQ1) | A minimum of five (5) years of experience as Solutions Architect on at least one (1) completed information technology (IT) project(s) with a contract value of at least \$2 million. | Five (5) years            | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |

| Requirement Number | Classification                                                                                      | Qualifications | Total Experience Required | Experience gained on this cited Project |
|--------------------|-----------------------------------------------------------------------------------------------------|----------------|---------------------------|-----------------------------------------|
|                    | Provide a description of the work performed on the cited project and how it meets this requirement: |                |                           |                                         |

| Requirement Number | Classification         | Qualifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Total Experience Required | Experience gained on this cited Project                                                                                                         |
|--------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| 13                 | Mandatory (M)<br>(MQ2) | Of the five (5) years of experience in MQ1, a minimum of three (3) years of experience as a Solutions Architect on at least one completed IT project with a contract value of at least \$2 million, implementing, integrating, and managing a custom .NET development solution and developing solutions on AWS cloud environments for 1,000+ users. (e.g. providing technical leadership to a team throughout the project lifecycle, reviewing and validating solutions designs from other team members, performing design, debug, activities for multiple systems, process improvement, solution development, and performance analysis on solutions.) | Five (5) years            | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><input type="checkbox"/> No |

| Requirement Number | Classification                                                                                      | Qualifications | Total Experience Required | Experience gained on this cited Project |
|--------------------|-----------------------------------------------------------------------------------------------------|----------------|---------------------------|-----------------------------------------|
|                    | Provide a description of the work performed on the cited project and how it meets this requirement: |                |                           |                                         |

| Requirement Number | Classification             | Qualifications                                                                                                                                                                                                                                                                                                                                                                                                                                                | Total Experience Required    | Experience gained on this cited Project                                                                                                                 |
|--------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14                 | Mandatory (M)<br><br>(MQ3) | <p>The Solution Architect must have served in a Solution Architect role on an Information Technology (IT) project(s) with at least five (5) business programs or functional areas, which must include:</p> <ol style="list-style-type: none"> <li>1. Data Submission</li> <li>2. External Entity Management</li> </ol> <p>This experience must have been obtained on at least one (1) completed IT project with a contract value of at least \$1 million.</p> | One (1) Project with details | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |

| Requirement Number | Classification                                                                                             | Qualifications | Total Experience Required | Experience gained on this cited Project |
|--------------------|------------------------------------------------------------------------------------------------------------|----------------|---------------------------|-----------------------------------------|
|                    | <b>Provide a description of the work performed on the cited project and how it meets this requirement:</b> |                |                           |                                         |

| Requirement Number | Classification                                                                                             | Qualifications                                                                                                                                                                                                             | Total Experience Required       | Experience gained on this cited Project                                                                                                                 |
|--------------------|------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15                 | Desirable Scored (DS)<br>(DS1)                                                                             | <p>For every one (1) year of additional experience meeting Mandatory Qualification 1 (MQ1) above, points will be awarded as follows:</p> <p>One (1) year = five (5) points up to a maximum of twenty-five (25) points.</p> | Up to five (5) additional years | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
|                    | <b>Provide a description of the work performed on the cited project and how it meets this requirement:</b> |                                                                                                                                                                                                                            |                                 |                                                                                                                                                         |



| Requirement Number | Classification                                                                                                    | Qualifications                                                                                                                                                                                                             | Total Experience Required       | Experience gained on this cited Project                                                                                                                 |
|--------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16                 | Desirable Scored (DS)<br>(DS2)                                                                                    | <p>For every one (1) year of additional experience meeting Mandatory Qualification 2 (MQ2) above, points will be awarded as follows:</p> <p>One (1) year = five (5) points up to a maximum of twenty-five (25) points.</p> | Up to five (5) additional years | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
|                    | <p><b>Provide a description of the work performed on the cited project and how it meets this requirement:</b></p> |                                                                                                                                                                                                                            |                                 |                                                                                                                                                         |

| Requirement Number                                                                                  | Classification                     | Qualifications                                                                                                                                                      | Total Experience Required       | Experience gained on this cited Project                                                                                                                 |
|-----------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17                                                                                                  | Desirable Scored (DS)<br><br>(DS3) | For every one (1) year of experience using Terraform, points will be awarded as follows: One (1) year = five (5) points up to a maximum of twenty-five (25) points. | Up to five (5) additional years | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
| Provide a description of the work performed on the cited project and how it meets this requirement: |                                    |                                                                                                                                                                     |                                 |                                                                                                                                                         |

## ATTACHMENT 15.4: LEAD DEVELOPER — 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.

| KEY STAFF QUALIFICATIONS FORM |                                                             |                                                                          |
|-------------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------|
| 1                             | Bidder:                                                     |                                                                          |
| 2                             | Key Staff Name:                                             |                                                                          |
| 3                             | Project Name:                                               |                                                                          |
| 4                             | Name of Company for whom the Project was completed:         |                                                                          |
| 5                             | Contact Name and Information of Proposed Staff's Reference: |                                                                          |
| 6                             | Staff Start Date (MM/DD/YYYY):                              |                                                                          |
| 7                             | Staff End Date (MM/DD/YYYY):                                |                                                                          |
| 8                             | Key Staff Work Schedule                                     | <input type="checkbox"/> Full-time<br><input type="checkbox"/> Part-time |
| 9                             | Project Description:                                        |                                                                          |
| 10                            | Contract Amount:                                            | \$                                                                       |

| KEY STAFF QUALIFICATIONS FORM |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11                            | <p><b>Documenting instructions when a minimum number of years of experience is required.</b></p> <p>For each mandatory experience listed below,</p> <ul style="list-style-type: none"> <li>• Check “Yes” if the total years of experience was met on this referenced project; or</li> <li>• Check “Partial” if fewer than the total years of experience was met on this referenced project; or</li> <li>• Check “No” if none of the experience was met on this referenced project.</li> </ul> <p>If "Partial" or "Yes" is checked, enter the years and/or months of “Experience gained on this referenced project” and describe the Key Staff’s role and responsibilities performed on the project in the “Description of services provided” field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.</p> |

| Requirement Number | Classification                                                                                      | Qualifications                                                                                                                                                                           | Total Experience Required | Experience gained on this cited Project |
|--------------------|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-----------------------------------------|
| 12                 | Mandatory (M)<br><br>(MQ1)                                                                          | A minimum of five (5) years of experience as Lead Developer serving on a minimum of one (1) completed Information Technology (IT) project with a contract value of at least \$2 million. | Five (5) years            | N/A                                     |
|                    | Provide a description of the work performed on the cited project and how it meets this requirement: |                                                                                                                                                                                          |                           |                                         |

| Requirement Number | Classification                                                                                                                                     | Qualifications                                                                                                                                                                                                                                                                                                                                                                                                                                       | Total Experience Required | Experience gained on this cited Project                                                                                                                 |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13                 | Mandatory (M)<br><br>(MQ2)                                                                                                                         | Of the five (5) years of experience in Minimum Qualification (MQ1), a minimum of three (3) years of experience as a Lead Developer serving on a minimum of one (1) completed IT project with a contract value of at least \$2 million, overseeing daily technical operations; implementing best practices and coding standards; leading development team activities; coordinating with the software development team in addressing technical issues. | Three (3) years           | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
|                    | <b>Provide a description of the work performed on the cited project and how it meets this requirement:</b><br><br><br><br><br><br><br><br><br><br> |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                           |                                                                                                                                                         |

| Requirement Number | Classification                                                                                      | Qualifications                                                                                                                                                                                                                                                                                                                                                                                                            | Total Experience Required | Experience gained on this cited Project                                                                                                                 |
|--------------------|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14                 | Mandatory (M)<br><br>(MQ3)                                                                          | Of the five (5) years of experience in Minimum Qualification 1 (MQ1), a minimum of three (3) years of experience as a Lead Developer on a minimum of one (1) completed Information Technology (IT) project with a contract value of at least \$2 million, providing services for custom .NET projects and developing solutions on AWS cloud environments involving multiple databases, interfaces and network components. | Three (3) years           | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
|                    | Provide a description of the work performed on the cited project and how it meets this requirement: |                                                                                                                                                                                                                                                                                                                                                                                                                           |                           |                                                                                                                                                         |

| Requirement Number | Classification                                                                                      | Qualifications                                                                                                                                                                                         | Total Experience Required       | Experience gained on this cited Project                                                                                                                 |
|--------------------|-----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15                 | Desirable (DS)<br><br>DS1                                                                           | For every one (1) year of additional experience meeting Mandatory Qualification1 (MQ1) above, points will be awarded as follows: One (1) year = four (4) points up to a maximum of twenty (20) points. | Up to five (5) additional years | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
|                    | Provide a description of the work performed on the cited project and how it meets this requirement: |                                                                                                                                                                                                        |                                 |                                                                                                                                                         |

| Requirement Number | Classification                                                                                      | Qualifications                                                                                                                                                                                          | Total Experience Required       | Experience gained on this cited Project                                                                                                                 |
|--------------------|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16                 | Desirable (DS)<br><br>DS2                                                                           | For every one (1) year of additional experience meeting Mandatory Qualification 2 (MQ2) above, points will be awarded as follows: One (1) year = four (4) points up to a maximum of twenty (20) points. | Up to five (5) additional years | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
|                    | Provide a description of the work performed on the cited project and how it meets this requirement: |                                                                                                                                                                                                         |                                 |                                                                                                                                                         |



| Requirement Number | Classification                                                                                      | Qualifications                                                                                                                                                                                                                                                                                                        | Total Experience Required     | Experience gained on this cited Project                                                                                                                     |
|--------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17                 | Desirable (DS)<br><br>DS3                                                                           | The Lead Developer has, in the last fifteen (15) years, used an industry-recognized security framework such as National Institute of Standards and Technology (NIST 800), Center for Cyber and Information Security (CCIS), etc. for one (1) year. One (1) year = ten (10) points up to a maximum of ten (10) points. | Up to one (1) additional year | <input type="checkbox"/> Yes<br><br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
|                    | Provide a description of the work performed on the cited project and how it meets this requirement: |                                                                                                                                                                                                                                                                                                                       |                               |                                                                                                                                                             |

| Requirement Number | Classification                                                                                      | Qualifications                                                                                                                                                      | Total Experience Required       | Experience gained on this cited Project                                                                                                                 |
|--------------------|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18                 | Desirable (DS)<br><br>DS4                                                                           | For every one (1) year of experience using Terraform, points will be awarded as follows: One (1) year = five (5) points up to a maximum of twenty-five (25) points. | Up to five (5) additional years | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
|                    | Provide a description of the work performed on the cited project and how it meets this requirement: |                                                                                                                                                                     |                                 |                                                                                                                                                         |

## ATTACHMENT 15.5: TESTING/QUALITY ASSURANCE LEAD – 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.

| KEY STAFF QUALIFICATIONS FORM |                                                             |                                                                              |
|-------------------------------|-------------------------------------------------------------|------------------------------------------------------------------------------|
| 1                             | Bidder:                                                     |                                                                              |
| 2                             | Key Staff Name:                                             |                                                                              |
| 3                             | Project Name:                                               |                                                                              |
| 4                             | Name of Company for whom the Project was completed:         |                                                                              |
| 5                             | Contact Name and Information of Proposed Staff's Reference: |                                                                              |
| 6                             | Staff Start Date (MM/DD/YYYY):                              |                                                                              |
| 7                             | Staff End Date (MM/DD/YYYY):                                |                                                                              |
| 8                             | Key Staff Work Schedule                                     | <input type="checkbox"/> Full-time<br><br><input type="checkbox"/> Part-time |
| 9                             | Project Description:                                        |                                                                              |
| 10                            | Contract Amount:                                            | \$                                                                           |

| KEY STAFF QUALIFICATIONS FORM |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11                            | <p><b>Documenting instructions when a minimum number of years of experience is required.</b><br/>For each mandatory experience listed below,</p> <ul style="list-style-type: none"> <li>• Check “Yes” if the total years of experience was met on this referenced project; or</li> <li>• Check “Partial” if fewer than the total years of experience was met on this referenced project; or</li> <li>• Check “No” if none of the experience was met on this referenced project.</li> </ul> <p>If "Partial" or "Yes" is checked, enter the years and/or months of “Experience gained on this referenced project” and describe the Key Staff's role and responsibilities performed on the project in the “Description of services provided” field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.</p> |

| Requirement Number | Classification           | Qualifications                                                                                                                                                                                         | Total Experience Required | Experience gained on this cited Project                                                                                                                 |
|--------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12                 | Mandatory (M)<br><br>MQ1 | A minimum of five (5) years of experience in a Testing/Quality Assurance Lead role on at least one (1) completed Information Technology (IT) project(s) with a contract value of at least \$2 million. | Five (5) years            | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |

| Requirement Number | Classification | Qualifications                                                                                      | Total Experience Required | Experience gained on this cited Project |
|--------------------|----------------|-----------------------------------------------------------------------------------------------------|---------------------------|-----------------------------------------|
|                    |                | Provide a description of the work performed on the cited project and how it meets this requirement: |                           |                                         |

| Requirement Number | Classification                                                                                      | Qualifications                                                                                                                                                                                                                                                                                                       | Total Experience Required | Experience gained on this cited Project                                                                                                                 |
|--------------------|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13                 | Mandatory (M)<br><br>MQ2                                                                            | Of the five (5) years of experience in Minimum Qualification 1 (MQ1), a minimum of two (2) years of experience on at least one (1) completed Information Technology (IT) project having a contract value of at least \$2 million including leading a testing or quality assurance team in a custom .NET solution(s). | Two (2) years             | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
|                    | Provide a description of the work performed on the cited project and how it meets this requirement: |                                                                                                                                                                                                                                                                                                                      |                           |                                                                                                                                                         |

| Requirement Number                                                                                  | Classification           | Qualifications                                                                                                                                                                                                                   | Total Experience Required | Experience gained on this cited Project                                                                                                                     |
|-----------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14                                                                                                  | Mandatory (M)<br><br>MQ3 | A minimum of two (2) years of experience serving in a Testing/Quality Assurance lead role on an Information Technology (IT) project with a contract value of at least \$2 million validating data for a custom .NET solution(s). | Two (2) years             | <input type="checkbox"/> Yes<br><br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
| Provide a description of the work performed on the cited project and how it meets this requirement: |                          |                                                                                                                                                                                                                                  |                           |                                                                                                                                                             |

| Requirement Number                                                                                  | Classification           | Qualifications                                                                                                                                                                              | Total Experience Required | Experience gained on this cited Project                                                                                                                 |
|-----------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15                                                                                                  | Mandatory (M)<br><br>MQ4 | A minimum of two (2) years of experience on a completed Information Technology (IT) project with a contract value of at least \$2 million configuring automation tools to run test scripts. | Two (2) years             | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
| Provide a description of the work performed on the cited project and how it meets this requirement: |                          |                                                                                                                                                                                             |                           |                                                                                                                                                         |

| Requirement Number | Classification                                                                                      | Qualifications                                                                                                                                                                                        | Total Experience Required      | Experience gained on this cited Project                                                                                                                 |
|--------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16                 | Desirable (DS)<br><br>DS1                                                                           | For every one (1) year of additional experience meeting Mandatory Qualification 1 (MQ1) above, points will be awarded as follows: One (1) year = five (5) points, up to a maximum of ten (10) points. | Up to two (2) additional years | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
|                    | Provide a description of the work performed on the cited project and how it meets this requirement: |                                                                                                                                                                                                       |                                |                                                                                                                                                         |



| Requirement Number | Classification                                                                                      | Qualifications                                                                                                                                                                                       | Total Experience Required      | Experience gained on this cited Project                                                                                                                 |
|--------------------|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17                 | Desirable (DS)<br><br>DS2                                                                           | For every one (1) year of additional experience meeting Mandatory Qualification 2 (MQ2) above, points will be awarded as follows: One (1) year = five (5) points up to a maximum of ten (10) points. | Up to two (2) additional years | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
|                    | Provide a description of the work performed on the cited project and how it meets this requirement: |                                                                                                                                                                                                      |                                |                                                                                                                                                         |

| Requirement Number | Classification                                                                                      | Qualifications                                                                                                                                                                                       | Total Experience Required      | Experience gained on this cited Project                                                                                                                 |
|--------------------|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18                 | Desirable (DS)<br><br>DS3                                                                           | For every one (1) year of additional experience meeting Mandatory Qualification 4 (MQ4) above, points will be awarded as follows: One (1) year = five (5) points up to a maximum of ten (10) points. | Up to two (2) additional years | <input type="checkbox"/> Yes<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> Partial<br>Yr. ____<br>Mo. ____<br><br><input type="checkbox"/> No |
|                    | Provide a description of the work performed on the cited project and how it meets this requirement: |                                                                                                                                                                                                      |                                |                                                                                                                                                         |

## ATTACHMENT 15.6: PROJECT MANAGER — REFERENCE FORM

**Purpose:** Based on the satisfaction ratings received from the proposed Key Staff's references, the State will use the ratings to score the Key Staff.

**Instructions to Bidder:** Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-19. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

**Instructions to the Key Staff's Reference:** Complete Part B, items 10-19 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

| PART A: TO BE COMPLETED BY BIDDER |                                                            |    |
|-----------------------------------|------------------------------------------------------------|----|
| 1                                 | Bidder:                                                    |    |
| 2                                 | Key Staff Name:                                            |    |
| 3                                 | Project Name:                                              |    |
| 4                                 | Name of Company for whom the Project was completed:        |    |
| 5                                 | Contact Name and Information of the Key Staff's Reference: |    |
| 6                                 | Key Staff's Start and End Dates on the Project:            |    |
| 7                                 | Contract Amount: \$                                        | \$ |

**PART A: TO BE COMPLETED BY BIDDER**

|   |                                                        |  |
|---|--------------------------------------------------------|--|
| 8 | Project Description & Key Staff's role on the project: |  |
|---|--------------------------------------------------------|--|

**PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE**

|    |                                                                                                                                                                                                                                                                                                               |                                                                                  |   |   |   |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---|---|---|
| 9  | <p><u>Reference Satisfaction Rating:</u></p> <p>Using the following scale to rate the Key Staff's overall performance on the services provided:</p> <p>0 = Unsatisfactory, 1 = Marginal, 2 = Satisfactory, 3 = Exceeds Expectations</p> <p><b>Circle only one number for each question (10-19) below.</b></p> | <p><b>Reference Ratings</b></p> <p><b>(Total possible rating score = 30)</b></p> |   |   |   |
| 10 | Please rate the quality of the staff's deliverables.                                                                                                                                                                                                                                                          | 0                                                                                | 1 | 2 | 3 |
| 11 | How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders?                                                                                                                                                                             | 0                                                                                | 1 | 2 | 3 |
| 12 | Please rate the staff's knowledge and experience for their project role.                                                                                                                                                                                                                                      | 0                                                                                | 1 | 2 | 3 |
| 13 | How would you rate the individual's effectiveness in the role they were in for the cited project?                                                                                                                                                                                                             | 0                                                                                | 1 | 2 | 3 |
| 14 | How would you rate the individual's ability to handle pressure?                                                                                                                                                                                                                                               | 0                                                                                | 1 | 2 | 3 |
| 15 | How would you rate the individual's ability to collaborate with others?                                                                                                                                                                                                                                       | 0                                                                                | 1 | 2 | 3 |
| 16 | How would you rate the individual's ability to meet deadlines?                                                                                                                                                                                                                                                | 0                                                                                | 1 | 2 | 3 |

| PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE |                                                                                           |   |   |   |   |
|--------------------------------------------------|-------------------------------------------------------------------------------------------|---|---|---|---|
| 17                                               | How would you rate the individual's ability to handle challenges or difficult situations? | 0 | 1 | 2 | 3 |
| 18                                               | How would you rate the individual's time management skills?                               | 0 | 1 | 2 | 3 |
| 19                                               | How would you rate the individual's organizational skills?                                | 0 | 1 | 2 | 3 |

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

| TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE |  |
|---------------------------------------------------|--|
| Signature:                                        |  |
| Printed Name:                                     |  |
| Date:                                             |  |
| Title or role on the project:                     |  |
| Email:                                            |  |
| Phone:                                            |  |

## ATTACHMENT 15.7: BUSINESS ANALYST — REFERENCE FORM

**Purpose:** Based on the satisfaction ratings received from the proposed Key Staff's references, the State will use the ratings to score the Key Staff.

**Instructions to Bidder:** Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-19. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

**Instructions to the Key Staff's Reference:** Complete Part B, items 10-19 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

| PART A: TO BE COMPLETED BY BIDDER |                                                            |    |
|-----------------------------------|------------------------------------------------------------|----|
| 1                                 | Bidder:                                                    |    |
| 2                                 | Key Staff Name:                                            |    |
| 3                                 | Project Name:                                              |    |
| 4                                 | Name of Company for whom the Project was completed:        |    |
| 5                                 | Contact Name and Information of the Key Staff's Reference: |    |
| 6                                 | Key Staff's Start and End Dates on the Project:            |    |
| 7                                 | Contract Amount: \$                                        | \$ |

**PART A: TO BE COMPLETED BY BIDDER**

|   |                                                        |  |
|---|--------------------------------------------------------|--|
| 8 | Project Description & Key Staff's role on the project: |  |
|---|--------------------------------------------------------|--|

**PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE**

|    |                                                                                                                                                                                                                                                                                                               |                                                                                  |   |   |   |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---|---|---|
| 9  | <p><u>Reference Satisfaction Rating:</u></p> <p>Using the following scale to rate the Key Staff's overall performance on the services provided:</p> <p>0 = Unsatisfactory, 1 = Marginal, 2 = Satisfactory, 3 = Exceeds Expectations</p> <p><b>Circle only one number for each question (10-19) below.</b></p> | <p><b>Reference Ratings</b></p> <p><b>(Total possible rating score = 30)</b></p> |   |   |   |
| 10 | Please rate the quality of the staff's deliverables.                                                                                                                                                                                                                                                          | 0                                                                                | 1 | 2 | 3 |
| 11 | How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders?                                                                                                                                                                             | 0                                                                                | 1 | 2 | 3 |
| 12 | Please rate the staff's knowledge and experience for their project role.                                                                                                                                                                                                                                      | 0                                                                                | 1 | 2 | 3 |
| 13 | How would you rate the individual's effectiveness in the role they were in for the cited project?                                                                                                                                                                                                             | 0                                                                                | 1 | 2 | 3 |
| 14 | How would you rate the individual's ability to handle pressure?                                                                                                                                                                                                                                               | 0                                                                                | 1 | 2 | 3 |
| 15 | How would you rate the individual's ability to collaborate with others?                                                                                                                                                                                                                                       | 0                                                                                | 1 | 2 | 3 |
| 16 | How would you rate the individual's ability to meet deadlines?                                                                                                                                                                                                                                                | 0                                                                                | 1 | 2 | 3 |
| 17 | How would you rate the individual's ability to handle challenges or difficult situations?                                                                                                                                                                                                                     | 0                                                                                | 1 | 2 | 3 |

| PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE |                                                             |   |   |   |   |
|--------------------------------------------------|-------------------------------------------------------------|---|---|---|---|
| 18                                               | How would you rate the individual's time management skills? | 0 | 1 | 2 | 3 |
| 19                                               | How would you rate the individual's organizational skills?  | 0 | 1 | 2 | 3 |

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

| TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE |  |
|---------------------------------------------------|--|
| Signature:                                        |  |
| Printed Name:                                     |  |
| Date:                                             |  |
| Title or role on the project:                     |  |
| Email:                                            |  |
| Phone:                                            |  |



## ATTACHMENT 15.8: SOLUTION ARCHITECT — REFERENCE FORM

**Purpose:** Based on the satisfaction ratings received from the proposed Key Staff's references, the State will use the ratings to score the Key Staff.

**Instructions to Bidder:** Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-19. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

**Instructions to the Key Staff's Reference:** Complete Part B, items 10-19 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

| PART A: TO BE COMPLETED BY BIDDER |                                                            |    |
|-----------------------------------|------------------------------------------------------------|----|
| 1                                 | Bidder:                                                    |    |
| 2                                 | Key Staff Name:                                            |    |
| 3                                 | Project Name:                                              |    |
| 4                                 | Name of Company for whom the Project was completed:        |    |
| 5                                 | Contact Name and Information of the Key Staff's Reference: |    |
| 6                                 | Key Staff's Start and End Dates on the Project:            |    |
| 7                                 | Contract Amount: \$                                        | \$ |

**PART A: TO BE COMPLETED BY BIDDER**

|   |                                                        |  |
|---|--------------------------------------------------------|--|
| 8 | Project Description & Key Staff's role on the project: |  |
|---|--------------------------------------------------------|--|

**PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE**

|    |                                                                                                                                                                                                                                                                                                               |                                                                                  |   |   |   |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---|---|---|
| 9  | <p><u>Reference Satisfaction Rating:</u></p> <p>Using the following scale to rate the Key Staff's overall performance on the services provided:</p> <p>0 = Unsatisfactory, 1 = Marginal, 2 = Satisfactory, 3 = Exceeds Expectations</p> <p><b>Circle only one number for each question (10-19) below.</b></p> | <p><b>Reference Ratings</b></p> <p><b>(Total possible rating score = 30)</b></p> |   |   |   |
| 10 | Please rate the quality of the staff's deliverables.                                                                                                                                                                                                                                                          | 0                                                                                | 1 | 2 | 3 |
| 11 | How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders?                                                                                                                                                                             | 0                                                                                | 1 | 2 | 3 |
| 12 | Please rate the staff's knowledge and experience for their project role.                                                                                                                                                                                                                                      | 0                                                                                | 1 | 2 | 3 |
| 13 | How would you rate the individual's effectiveness in the role they were in for the cited project?                                                                                                                                                                                                             | 0                                                                                | 1 | 2 | 3 |
| 14 | How would you rate the individual's ability to handle pressure?                                                                                                                                                                                                                                               | 0                                                                                | 1 | 2 | 3 |
| 15 | How would you rate the individual's ability to collaborate with others?                                                                                                                                                                                                                                       | 0                                                                                | 1 | 2 | 3 |
| 16 | How would you rate the individual's ability to meet deadlines?                                                                                                                                                                                                                                                | 0                                                                                | 1 | 2 | 3 |
| 17 | How would you rate the individual's ability to handle challenges or difficult situations?                                                                                                                                                                                                                     | 0                                                                                | 1 | 2 | 3 |

| PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE |                                                             |   |   |   |   |
|--------------------------------------------------|-------------------------------------------------------------|---|---|---|---|
| 18                                               | How would you rate the individual's time management skills? | 0 | 1 | 2 | 3 |
| 19                                               | How would you rate the individual's organizational skills?  | 0 | 1 | 2 | 3 |

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

| TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE |  |
|---------------------------------------------------|--|
| Signature:                                        |  |
| Printed Name:                                     |  |
| Date:                                             |  |
| Title or role on the project:                     |  |
| Email:                                            |  |
| Phone:                                            |  |

## ATTACHMENT 15.9: LEAD DEVELOPER/TECHNICAL LEAD - REFERENCE FORM

**Purpose:** Based on the satisfaction ratings received from the proposed Key Staff's references, the State will use the ratings to score the Key Staff.

**Instructions to Bidder:** Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-20. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

**Instructions to the Key Staff's Reference:** Complete Part B, items 10-20 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

| PART A: TO BE COMPLETED BY BIDDER |                                                            |    |
|-----------------------------------|------------------------------------------------------------|----|
| 1                                 | Bidder:                                                    |    |
| 2                                 | Key Staff Name:                                            |    |
| 3                                 | Project Name:                                              |    |
| 4                                 | Name of Company for whom the Project was completed:        |    |
| 5                                 | Contact Name and Information of the Key Staff's Reference: |    |
| 6                                 | Key Staff's Start and End Dates on the Project:            |    |
| 7                                 | Contract Amount: \$                                        | \$ |

**PART A: TO BE COMPLETED BY BIDDER**

|   |                                                        |  |
|---|--------------------------------------------------------|--|
| 8 | Project Description & Key Staff's role on the project: |  |
|---|--------------------------------------------------------|--|

**PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE**

|    |                                                                                                                                                                                                                                                                                                               |                                                                                  |   |   |   |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---|---|---|
| 9  | <p><u>Reference Satisfaction Rating:</u></p> <p>Using the following scale to rate the Key Staff's overall performance on the services provided:</p> <p>0 = Unsatisfactory, 1 = Marginal, 2 = Satisfactory, 3 = Exceeds Expectations</p> <p><b>Circle only one number for each question (10-20) below.</b></p> | <p><b>Reference Ratings</b></p> <p><b>(Total possible rating score = 33)</b></p> |   |   |   |
| 10 | Please rate the quality of the staff's deliverables.                                                                                                                                                                                                                                                          | 0                                                                                | 1 | 2 | 3 |
| 11 | How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders?                                                                                                                                                                             | 0                                                                                | 1 | 2 | 3 |
| 12 | Please rate the staff's knowledge and experience for their project role.                                                                                                                                                                                                                                      | 0                                                                                | 1 | 2 | 3 |
| 13 | How would you rate the individual's effectiveness in the role they were in for the cited project?                                                                                                                                                                                                             | 0                                                                                | 1 | 2 | 3 |
| 14 | How would you rate the individual's ability to handle pressure?                                                                                                                                                                                                                                               | 0                                                                                | 1 | 2 | 3 |
| 15 | How would you rate the individual's ability to collaborate with others?                                                                                                                                                                                                                                       | 0                                                                                | 1 | 2 | 3 |
| 16 | How would you rate the individual's ability to meet deadlines?                                                                                                                                                                                                                                                | 0                                                                                | 1 | 2 | 3 |
| 17 | How would you rate the individual's ability to handle challenges or difficult situations?                                                                                                                                                                                                                     | 0                                                                                | 1 | 2 | 3 |

| PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE |                                                                           |   |   |   |   |
|--------------------------------------------------|---------------------------------------------------------------------------|---|---|---|---|
| 18                                               | How would you rate the individual's time management skills?               | 0 | 1 | 2 | 3 |
| 19                                               | How would you rate the individual's organizational skills?                | 0 | 1 | 2 | 3 |
| 20                                               | How would you rate the maintainability of this individual's deliverables? | 0 | 1 | 2 | 3 |

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

| TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE |  |
|---------------------------------------------------|--|
| Signature:                                        |  |
| Printed Name:                                     |  |
| Date:                                             |  |
| Title or role on the project:                     |  |
| Email:                                            |  |
| Phone:                                            |  |

## ATTACHMENT 15.10: TESTING/QUALITY ASSURANCE LEAD - REFERENCE FORM

**Purpose:** Based on the satisfaction ratings received from the proposed Key Staff's references, the State will use the ratings to score the Key Staff.

**Instructions to Bidder:** Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-19. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

**Instructions to the Key Staff's Reference:** Complete Part B, items 10-19 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

| PART A: TO BE COMPLETED BY BIDDER |                                                            |    |
|-----------------------------------|------------------------------------------------------------|----|
| 1                                 | Bidder:                                                    |    |
| 2                                 | Key Staff Name:                                            |    |
| 3                                 | Project Name:                                              |    |
| 4                                 | Name of Company for whom the Project was completed:        |    |
| 5                                 | Contact Name and Information of the Key Staff's Reference: |    |
| 6                                 | Key Staff's Start and End Dates on the Project:            |    |
| 7                                 | Contract Amount: \$                                        | \$ |

**PART A: TO BE COMPLETED BY BIDDER**

|   |                                                        |  |
|---|--------------------------------------------------------|--|
| 8 | Project Description & Key Staff's role on the project: |  |
|---|--------------------------------------------------------|--|

**PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE**

|    |                                                                                                                                                                                                                                                                                                               |                                                                                  |   |   |   |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---|---|---|
| 9  | <p><u>Reference Satisfaction Rating:</u></p> <p>Using the following scale to rate the Key Staff's overall performance on the services provided:</p> <p>0 = Unsatisfactory, 1 = Marginal, 2 = Satisfactory, 3 = Exceeds Expectations</p> <p><b>Circle only one number for each question (10-19) below.</b></p> | <p><b>Reference Ratings</b></p> <p><b>(Total possible rating score = 30)</b></p> |   |   |   |
| 10 | Please rate the quality of the staff's deliverables.                                                                                                                                                                                                                                                          | 0                                                                                | 1 | 2 | 3 |
| 11 | How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders?                                                                                                                                                                             | 0                                                                                | 1 | 2 | 3 |
| 12 | Please rate the staff's knowledge and experience for their project role.                                                                                                                                                                                                                                      | 0                                                                                | 1 | 2 | 3 |
| 13 | How would you rate the individual's effectiveness in the role they were in for the cited project?                                                                                                                                                                                                             | 0                                                                                | 1 | 2 | 3 |
| 14 | How would you rate the individual's ability to handle pressure?                                                                                                                                                                                                                                               | 0                                                                                | 1 | 2 | 3 |
| 15 | How would you rate the individual's ability to collaborate with others?                                                                                                                                                                                                                                       | 0                                                                                | 1 | 2 | 3 |
| 16 | How would you rate the individual's ability to meet deadlines?                                                                                                                                                                                                                                                | 0                                                                                | 1 | 2 | 3 |
| 17 | How would you rate the individual's ability to handle challenges or difficult situations?                                                                                                                                                                                                                     | 0                                                                                | 1 | 2 | 3 |



| PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE |                                                             |   |   |   |   |
|--------------------------------------------------|-------------------------------------------------------------|---|---|---|---|
| 18                                               | How would you rate the individual's time management skills? | 0 | 1 | 2 | 3 |
| 19                                               | How would you rate the individual's organizational skills?  | 0 | 1 | 2 | 3 |

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

| TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE |  |
|---------------------------------------------------|--|
| Signature:                                        |  |
| Printed Name:                                     |  |
| Date:                                             |  |
| Title or role on the project:                     |  |
| Email:                                            |  |
| Phone:                                            |  |

## ATTACHMENT 16: NARRATIVE RESPONSE

The Bidder must provide a brief narrative describing their understanding of and approach to the questions/topics below. In preparing a response to the Narrative, do not simply restate or paraphrase information in this solicitation and the SOW. Describe or demonstrate, in the Bidder's own words, the information required below.

The response descriptions and explanations should be straightforward, detailed, and precise. Responses will be evaluated as stated in [SECTION 6. EVALUATION](#).

Bidder may submit no more than two (2) pages of diagrams to support each narrative response. The diagrams shall be visual representations of the narrative response and will be limited to no more than 100 words per page, which will include the diagram labels. One (1) page is defined as one (1) side of a physical sheet of letter size (8.5" x 11") paper regardless of single side or double-sided printing.

The Bidder's narrative response:

- Shall be delivered in PDF format, use an 11-12 point, Century font for normal text and use one inch margins.
- Shall be in alignment with the services in [SECTION 18. Tasks and Deliverable Requirements](#).
- Shall not exceed two-hundred fifty (250) pages total. Pages must include page numbers. If Bidder submits more than the 250 page limit only the first 250 pages will be reviewed and evaluated.

Each Narrative Response must adhere to the instructions specified in [SECTION 3.4.3. NARRATIVE REQUIREMENTS \(MS\)](#), contain the content as shown on this Attachment, and include the following:

1. Table of Contents (not included in page limit)
2. Separate headings to delineate sections (aligned with the Table of Contents)
3. Formatting to ensure greater ease of evaluation, by:
  - a. Use of bold headings and sub-headings to easily locate information
  - b. Use of sub-headings or bullets to address each requirement or element listed for each narrative
  - c. Use of tables for each project described to summarize relevant information
  - d. Use of tables to highlight other relevant content for the narrative sub-sections
  - e. Use of graphics to enhance readability of response

- f. Avoid use of acronyms
- g. Provide glossary at the end of each narrative if non-standard terminology is used

### **1. Understanding of the Project and Regulatory Context (300 Points)**

- Describe your understanding of the State's environmental reporting requirements and how regulated entities currently submit air pollution related data.
- Explain the key challenges regulated entities face when reporting environmental data and how your proposed solution addresses those challenges.
- Discuss how your approach supports the State's goals for high data quality, user-friendly approaches, transparency, and air pollution reduction.

### **2. Technical Approach and System Architecture (400 Points)**

- Describe the proposed system architecture, including major components, data flows, integration points, and security controls.
- Explain how your solution will ensure accurate, complete, and timely submission of environmental data from regulated entities.
- Describe how your system will support validation, error handling, and data quality assurance for submitted data.
- Explain how your design supports scalability, performance, and future regulatory or programmatic changes.

### **3. User Experience and Stakeholder Engagement (400 Points)**

- Describe your approach to designing a user-friendly interface for regulated entities with varying levels of technical expertise.
- Describe the technology stack and programming language(s) that the solution would use.
- Explain how you will gather user feedback and incorporate stakeholder needs throughout the project lifecycle.
- Discuss how your solution will support training, onboarding, and ongoing support for regulated entities and regulated parties.

### **4. Data Management and Integration (300 Points)**

- Describe your approach to data ingestion, transformation, storage, and retrieval.

- Explain how your solution will integrate with existing State systems, databases, or reporting platforms especially in regard to allowed data stack.
- Discuss how you will ensure data security, privacy, and compliance with applicable State requirements.

#### **5. Project Management and Implementation Strategy (300 Points)**

- Describe your project management methodology and how it will ensure on-time, on-budget delivery.
- Provide a high-level implementation plan, including major phases, milestones, and deliverables.
- Explain your approach to change management, communication, and coordination with State staff.

#### **6. Risk Identification and Mitigation (300 Points)**

- Identify the major technical, operational, and regulatory risks associated with this project.
- Describe your mitigation strategies and provide examples of how you have successfully managed similar risks on past projects.
- Describe any risks to timely completion observed due to the quality or completeness of the project requirements you have received.

#### **7. Innovation and Long Term Sustainability (200 Points)**

- Describe any innovative tools, methods, or technologies you propose to improve data quality, reduce reporting burden, or enhance system performance.
- Explain how your solution supports long-term maintainability, extensibility, and adaptability to evolving regulatory requirements.

## ATTACHMENT 17: KEY STAFF REPLACEMENT FORM

|                                                                                                                                                              |                    |                                            |                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------|--------------------|
| CONTRACTOR NAME:                                                                                                                                             |                    |                                            | Date:              |
| Agreement Number:                                                                                                                                            |                    | Project Name:                              |                    |
| Key Staff to be Added                                                                                                                                        | Key Staff Replaced | Proposed Effective Date                    | Key Staff Position |
|                                                                                                                                                              |                    |                                            |                    |
|                                                                                                                                                              |                    |                                            |                    |
| Reason for Substitution/Comments:                                                                                                                            |                    |                                            |                    |
| <ul style="list-style-type: none"><li>• Proposed Key Staff Qualifications Attached</li><li>• Proposed Key Staff Qualification Form/Resume Attached</li></ul> |                    |                                            |                    |
| <b>State Acceptance</b>                                                                                                                                      |                    | <b>Contractor Acceptance</b>               |                    |
| Printed Name of Authorized Representative:                                                                                                                   |                    | Printed Name of Authorized Representative: |                    |
| Signature of Authorized Representative:                                                                                                                      |                    | Signature of Authorized Representative     |                    |

|                                                     |                                                     |
|-----------------------------------------------------|-----------------------------------------------------|
| Title:                                              | Title:                                              |
| Contact Information (phone number & email address): | Contact Information (phone number & email address): |

## ATTACHMENT 18: CHANGE REQUEST FORM

| Change Request Submission Section |                                                                                                                |                           |                     |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------|---------------------------|---------------------|
| Change Request (CR) Title:        |                                                                                                                | CR Number: (CRC Use Only) |                     |
| CR Category                       | <input type="checkbox"/> – Scope<br><br><input type="checkbox"/> – Time<br><br><input type="checkbox"/> – Cost |                           |                     |
| Originator Name                   | [Name]                                                                                                         | Originator Organization   | [Organization name] |
| Date Submitted                    | [XX/XX/XXXX]                                                                                                   | Originator's Manager      | [Manager name]      |
| Primary Contact Person            | [Name]                                                                                                         | Backup Contact Person     | [Name]              |
| Primary Contact E-mail            | [E-mail]                                                                                                       | Backup Contact E-mail     | [E-Mail]            |

## Change Request Submission Section

Priority: (Check One):

- ☐ 1 – **Critical:** Work stoppage or severe impact on productivity has occurred; solution needed immediately.
- ☐ 2 – **High:** Work stoppage or severe impact on productivity is eminent; solution needed before impact occurs.
- ☐ 3 – **Medium:** Impact on productivity is expected; workaround has been identified and solution is needed.
- ☐ 4 – **Low:** Impact on productivity is minimal; solution is needed.

|                                          |  |
|------------------------------------------|--|
| Detailed Description of Proposed Change  |  |
| Justification for Change                 |  |
| Current Workaround (if applicable)       |  |
| Potential Cost Considerations (if known) |  |
| Additional Information / Comments        |  |



## Change Request Submission Section

Change  
Request  
Disposition

(CRC Use  
Only)

☐ Rework ☐ Not Accepted ☐ Withdrawn ☐ Deferred ☐ Approved for  
Implementation

Disposition Comments:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Change Request Analysis Section

Change  
Request  
Analyst (CRA)

[CR Analyst Name]

Date CRA  
Assigned

XX/XX/  
XXXX

Date CRA  
Due

XX/XX/  
XXXX

Date CRA  
Completed

XX/XX/XXXX

## Change Request Submission Section

Impact Areas: (Check One or More)

- ☐ Project Cost Increase: Change will result in an increase to project costs.
- ☐ Project Cost Decrease: Change will result in a decrease to project costs.
- ☐ Scope Increase: Change will result in an increase to project scope of work.
- ☐ Scope Decrease: Change will result in a decrease to project scope of work.
- ☐ Schedule Change: Change will result in a change to the Master Project Schedule (MPS).

How much was  
increased or  
decreased in  
Cost, Scope, or  
Schedule

Solution  
Description and  
Impact on  
Baselined  
Items and the  
Project

Implementation  
Risks and  
Mitigation

Alternative  
Solutions  
Considered

## Change Request Submission Section

Additional  
Information/  
Comments

## Change Request Approval Section

Change  
Analysis  
Reviewed

Print Name: [Name]

Initials: [Initials]

(Name and  
Initials of  
representativ  
e from each  
team who  
reviewed CR  
Analysis)

Print Name: [Name]

Initials: [Initials]

Print Name: [Name]

Initials: [Initials]

Print Name: [Name]

Initials: [Initials]

Change  
Request  
Disposition

(CRC Use  
Only)

☐ Rework ☐ Not Accepted ☐ Withdrawn ☐ Deferred ☐ Approved for  
Implementation

Disposition Comments:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Change Request Submission Section

### Change Request Tracking Section

Changes  
Implemented  
  
(Change  
Analysis /  
Implementation  
Team Use  
Only)

Changes  
Verified  
  
(Change  
Analysis /  
Implementation  
Team Use  
Only)

### Change Request Closing Section

## Change Request Submission Section

CR  
Disposition  
  
(CRC Use  
Only)

☐ Closed

Disposition Comments:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT 19: WORK ORDER AUTHORIZATION FORM

### WORK ORDER AUTHORIZATION FORM

| SECTION A: CONTRACT INFORMATION                |                             |                                             |
|------------------------------------------------|-----------------------------|---------------------------------------------|
| Contract Number:                               | Contract Title/Description: | Contractor/Vendor Name:                     |
| Project Manager / Contract Administrator Name: |                             | Contractor PM or Authorized Representative: |
| Work Order Authorization (WOA) Number:         | WOA Performance Start Date: | WOA Performance End Date:                   |

| SECTION B: TYPE OF WORK AUTHORIZATION AND DESCRIPTION OF WORK     |                                                            |                                                                                                                      |
|-------------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| WOA for Tasks /Deliverables Described in the SOW?<br><br>Yes / No | If no, are these Unanticipated Tasks (UT)?<br><br>Yes / No | Funds, Services, Etc. Cannot Exceed Values Set by UT. Are these UT WOA within the SOW UT parameters?<br><br>Yes / No |

Description of WOA Tasks and/or Deliverables to be performed:

**SECTION C: ITEMS FOR CONTRACTOR COMPLETION**

Provide the Cost Details (if this is a consultant services contract, a breakdown of personnel must be included in this box [name, title, task breakdown that includes the number of hours each, hourly rate, total per personnel, etc.]):

|                     |                       |                                              |                                        |                                  |
|---------------------|-----------------------|----------------------------------------------|----------------------------------------|----------------------------------|
| Total UT<br>Amount: | Cost for this<br>WOA: | Actual Cost of<br>Previously Closed<br>WOAs: | Approved<br>Cost of<br>Active<br>WOAs: | Total UT<br>Amount<br>Remaining: |
|                     |                       |                                              |                                        |                                  |

**SECTION D: APPROVALS**

|                    |              |                                                         |              |
|--------------------|--------------|---------------------------------------------------------|--------------|
| PM / CA Signature: | Date Signed: | Contractor PM / Authorized<br>Representative Signature: | Date Signed: |
|                    |              |                                                         |              |



## ATTACHMENT 20: WORK ORDER AUTHORIZATION ACCEPTANCE DOCUMENT

| PART 1: AGREEMENT DETAILS                                  |  |
|------------------------------------------------------------|--|
| Contractor Name                                            |  |
| CARB Agreement Number                                      |  |
| Work Order Authorization Acceptance Document (WAAD) Number |  |
| Work Order Authorization Title                             |  |
| Work Order Authorization Completion Date                   |  |
| Total Costs of Work Order Authorization Deliverable        |  |

| PART 2: WORK DETAILS                 |  |
|--------------------------------------|--|
| Work Order Authorization Description |  |
| Department Acceptance or Rejection   |  |

| PART 3: APPROVAL SIGNATURE(S) |                |                |
|-------------------------------|----------------|----------------|
| CONTRACTOR APPROVAL           | STATE APPROVAL | STATE APPROVAL |

| PART 3: APPROVAL SIGNATURE(S)                     |                                                |                                         |
|---------------------------------------------------|------------------------------------------------|-----------------------------------------|
| <b>Printed Name of Authorized Representative:</b> | <b>Printed Name of Contract Administrator:</b> | <b>Printed Name of Project Manager:</b> |
| <b>Signature of Authorized Representative:</b>    | <b>Signature of Contract Administrator:</b>    | <b>Signature of Project Manager:</b>    |
| <b>Title:</b>                                     | <b>Title:</b>                                  | <b>Title:</b>                           |
| <b>Date of Approval:</b>                          | <b>Date of Approval:</b>                       | <b>Date of Approval:</b>                |

**Note:** Once the Contractor and the State have approved the WAAD as stipulated in the Agreement, the Contractor may submit an invoice to CARB. Refer to payment terms in [SECTION 41. Budget Detail and Payment Provisions](#).

## ATTACHMENT 21: DELIVERABLE EXPECTATION DOCUMENT

### For [Deliverable Title]

[This template describes the required contents of a deliverable expectation document. Refer to the Request for Proposal and/or Contract for more information on submitting the DED. This template may be modified at the direction of the State.]

Work plans that support the activity summary can be attached, and may be referenced to support the methodology and schedule summary.]

### Introduction

[Provide a brief overview defining the purpose of the deliverable and how it fits within the overall completion of the Project. Indicate if there are pre-requisite tasks and subsequent tasks.]

### Deliverable Description

[Describe the deliverable's objectives and scope. Discuss the level of detail to be provided.]

Discuss the intended audience. If the document assumes a specific knowledge level, list the key concepts that must be understood. Do not use vague terms such as "basic knowledge of system administration."]

### Applicable Standards

[List the specific industry and/or government standards which must be observed. Do not simply list "industry standards" or "IEEE."]

### Table of Contents

[List the table of contents or outline of the document. Briefly discuss the content of each major section.]

### Deliverable Requirements

[List the specific requirements for this deliverable from the Contract. List the specific source of the requirement, including document name, document date/version, paragraph or page number.]

**Table 1. Deliverable Requirements**

| Req # | Requirement Description | Source of the Reqmt | Comment |
|-------|-------------------------|---------------------|---------|
|       |                         |                     |         |

**Deliverable Format**

[List any required templates, diagrams, tables or specific content required for this deliverable. Indicate the format of the document and any associated diagrams, spreadsheets (e.g., MS Word, MS Visio, MS Project, etc.). Estimate the length/size of the document.]

**Deliverable Acceptance Criteria**

[List the specific acceptance criteria for the deliverable. The first criteria should always be “were the requirements met”. The criteria should be specific to the deliverable and indicate key needs of the Project.

Other general review criteria (which are primarily the same for all deliverables) may be referenced or attached.]

The following are the minimum acceptance criteria for the (name of the deliverable) deliverable:

- Were the requirements met?
- Did the deliverable comply with the applicable standards from Section 0 (above)?
- Were all requirements from Section 0 (above) met?
- Did the deliverable comply with the stated format requirements from Section 0 (above)?
- Is the deliverable consistent with other deliverables already approved?
- Did the deliverable meet the general review criteria (e.g., pages numbered, free of formatting and spelling errors, clearly written, no incomplete sections, etc.)?

**Deliverable Schedule**

Key Deliverable Dates

[List the key activities and due dates in the preparation and review of this deliverable. If appropriate, list key meetings, walkthroughs, inspections, and reviews. These tasks should be consistent with the activities and dates in the workplan and Contractual timeframes regarding deliverable delivery, review, and approval/rejection.

Include time for state review of the deliverable and Vendor incorporation of comments. Indicate if any activities/dates are on the critical path or have significant dependencies. The following is a sample. The actual dates are located in your Vendor Handbook, or the latest approved Task Accomplishment Plan.]

**Table 2. Key Deliverable Dates**

| Key Activity                                          | Due Date    | Comment |
|-------------------------------------------------------|-------------|---------|
| DED Approval                                          | xx/xx/20xx* |         |
| Internal Walkthrough with Project                     |             |         |
| Draft Deliverable Submitted                           |             |         |
| State Review of Draft                                 |             |         |
| Deadline for Comments on Draft                        |             |         |
| Vendor Incorporation of Comments                      |             |         |
| Final Deliverable Submitted                           |             |         |
| State Review of Final                                 |             |         |
| Deliverable Approval                                  |             |         |
| Vendor Incorporation of Final Comments (if necessary) |             |         |

\*Critical Date

Resources Required

[List the specific resources involved in the deliverable preparation and review. Estimate the amount of time required from each key resource, particularly for any sponsor, user, or stakeholder staff involved. If appropriate, list the specific skill or knowledge required, such as knowledge of departmental policy. It is not necessary to list all Vendor staff involved in the preparation, only the key staff or required skills.

This list is not intended to replace the work plan resources, but to identify specific individuals/skills needed to ensure successful completion of the deliverable. ]

Table 3. Required Resources

| Role                   | Name(s) | Responsibilities | Estimated Need |
|------------------------|---------|------------------|----------------|
| Deliverable Lead       |         |                  |                |
| Deliverable Approver   |         |                  | 5 days         |
| Deliverable Reviewers  |         |                  | 5 days         |
| Subject Matter Experts |         |                  | 5 days         |
| IV&V                   |         |                  | 5 days         |

This DED was completed according to Contract requirements of <project name> # <Contract #>

Submitted by (Vendor signature)

Position title

Date

|                                  |                |      |
|----------------------------------|----------------|------|
| Approved by (<project>signature) | Position title | Date |
|----------------------------------|----------------|------|

**The deliverable subject to this DED is completed and hereby approved for payment:**

|                                 |                |      |  |  |
|---------------------------------|----------------|------|--|--|
|                                 |                |      |  |  |
| Submitted by (Vendor signature) | Position title | Date |  |  |

|                                  |                |      |
|----------------------------------|----------------|------|
| Approved by (<project>signature) | Position title | Date |
|----------------------------------|----------------|------|

**ATTACHMENT 22: DELIVERABLE ACCEPTANCE DOCUMENT**

VENDOR NAME: \_\_\_\_\_

STATE CONTRACT NUMBER: \_\_\_\_\_

DELIVERABLE ACCEPTANCE DOCUMENT NUMBER: \_\_\_\_\_

DELIVERABLE TITLE: \_\_\_\_\_

DELIVERABLE COMPLETION DATE: \_\_\_\_\_

TOTAL COST OF DELIVERABLE: \$\_\_\_\_\_

|                          |
|--------------------------|
| DELIVERABLE DESCRIPTION: |
|                          |
|                          |
|                          |
|                          |
|                          |

|                                |
|--------------------------------|
| STATE ACCEPTANCE OR REJECTION: |
|                                |
|                                |
|                                |
|                                |
|                                |

AUTHORIZED AND APPROVED:

\_\_\_\_\_

VENDOR OFFICIAL SIGNATURE / DATE      STATE OFFICIAL SIGNATURE / DATE

**Note: Once the Vendor and the State have approved the Deliverable Acceptance Document as**



**stipulated in the Contract, the Vendor may submit an invoice to the State. Refer to payment terms in [SECTION 41.1. Payment Terms and Invoicing Requirements](#)**

## ATTACHMENT 23: GLOSSARY OF TERMS

| TERM/ACROYNM        | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agency/State entity | <p>Agency: When used lower case (agency), refers to any office, department, board, bureau, commission or other organizational entity within state government. When capitalized (Agency), the term refers to one of the state's super agencies such as the State and Consumer Services Agency or the Health and Human Services Agency.</p> <p>State Entity: Any entity within the executive branch that is under the direct authority of the Governor, including, but not limited to, all agencies, departments, boards, bureaus, commissions, councils, institutions, offices, or other distinct governmental organization not specifically exempted from adherence to the legal and regulatory requirements related to information security and privacy set forth herein.</p> |
| Agreement           | A legally binding obligation or contract by whatever name known or in whatever format used (including purchase orders), between the State and another entity, public or private, for the provision of goods or services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| BECRT               | Building Embodied Carbon Reporting Tool                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Bidder              | <p>1. A supplier who submits, or has identified their intention to submit, a bid to the State in response to a solicitation.</p> <p>2. An individual, sole proprietorship, firm, partnership, corporation, or any other business venture that responds to a solicitation.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| CARB                | California Air Resources Board                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

| TERM/ACROYNM                    | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Carbon Intensity                | The quantity of life-cycle greenhouse gas emissions per unit of building material, and specifically the ratio between the net upstream carbon dioxide impact (emissions minus storage) of a material and the weight of the material.                                                                                                                                                                               |
| Commercial Off-The-Shelf (COTS) | A computer hardware or software product that is ready-made for specific uses and available for sale to the general public. COTS products are designed to be installed without requiring custom development. For example, Microsoft Office is a COTS product that is a packaged software solution for businesses and individuals. The set of rules for COTS is defined by the Federal Acquisition Regulation (FAR). |
| Company                         | A company is the core reporting entity. A company may contain several user roles in BECRT                                                                                                                                                                                                                                                                                                                          |
| Company Code                    | User-defined “short name” that could be used as the readable text to identify these entities in Excel data submissions.                                                                                                                                                                                                                                                                                            |
| Compliance Monitoring           | The tool compares reported carbon data against state reduction targets and flags data that does not meet BECRT validation standards.                                                                                                                                                                                                                                                                               |
| Contract                        | A legally binding obligation or agreement by whatever name known or in whatever format used (including purchase orders), between the State and another entity, public or private, for the provision of goods or services.                                                                                                                                                                                          |
| Contractor                      | The business entity with who the State enters into a contract.                                                                                                                                                                                                                                                                                                                                                     |
| Correspondence Category         | A functional classification to which a Correspondence is associated.                                                                                                                                                                                                                                                                                                                                               |
| Correspondence Entry            | An individual message within a Correspondence, recorded with metadata such as user and timestamp.                                                                                                                                                                                                                                                                                                                  |

| TERM/ACROYNM                                     | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Correspondence Thread                            | A conversation thread consisting of one or more Correspondence Entry, associated with a Correspondence Category.                                                                                                                                                                                                                                                                                                            |
| Custom Solution                                  | Typically, computer software developed for a specific customer to accommodate the customer's particular requirements, preferences, and expectations.                                                                                                                                                                                                                                                                        |
| Data Submission                                  | Greenhouse Gas (GHG) Emissions, Product Descriptions, Product Information, Product Quantities, Product Units of Measurement, Product Costs, Raw Materials, Fuels Used, and Product Transfer information companies are required to submit to CARB covered in Section 2, 38531.3 of the Health and Safety Code.                                                                                                               |
| EIN                                              | Employer Identification Number                                                                                                                                                                                                                                                                                                                                                                                              |
| Embodied Carbon Trading System                   | A market-based credit trading platform of greenhouse gas emissions exchanges, banking, credits, and other transactions, governed by rules and protocols established by the state board, that result in the same greenhouse gas emission reduction, over the same time period, as direct compliance with a greenhouse gas emission limit or emission reduction measure adopted by the state board pursuant to this division. |
| Entity Undertaking the Construction of a Project | A person or entity who owns the real property that is the subject of a development agreement.                                                                                                                                                                                                                                                                                                                               |
| Environmental Ledger                             | A set of data tables that form a centralized registry for building materials used in California.                                                                                                                                                                                                                                                                                                                            |
| External Submitter                               | A Company Admin user or Data Submitter user performing external data submissions.                                                                                                                                                                                                                                                                                                                                           |
| External User                                    | A person outside of CARB submitting Company data to the system using CARB's authentication service.                                                                                                                                                                                                                                                                                                                         |

| TERM/ACROYNM            | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| External Users          | Can create an account, manage their password, register their company, and other functions depending on their Company Role.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Facility                | Location where building material is manufactured, which may be separate from company location.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Facility Reporting Tool | Excel data submission by a manufacturer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Fee                     | Administrative cost assessed to companies that fall within a threshold defined by CARB.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Functional Requirements | Functional requirements represent the business objectives, needs and outcomes of all stakeholders. They should be organized and presented in context of and with a baseline business process/workflow that they describe. They provide a description of what an enabling solution should provide and specifies essential details of a solution for stakeholders as a means to express and manage expectations. They describe actions and operations that the solution must be able to perform. They can describe services, reactions, and behaviors of the solution. They also describe information the solution will manage. The requirements should be expressed in business terms and should not include any technical references. The requirement should identify “what” is required to meet the business objective, not “how” the requirement will be implemented. |
| GHG                     | Greenhouse gas(es).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

| TERM/ACROYNM                 | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Immaterial Deviation         | <p>A deviation can be accepted by the State when it is determined to be of such a minor concern that it carries little or no importance, and by accepting it, it doesn't provide the bidder with any material advantage over other bidders.</p> <p>Example: A bidder referenced the wrong page in their supporting technical literature. The bidder directed the evaluator to page 4 and the correct page should have been page 5.</p> |
| Importer                     | a.k.a. "First Handler." The party who owns a building material at the time it enters California for use or sale.                                                                                                                                                                                                                                                                                                                       |
| Importer Reporting Tool      | Excel data submission by an importer                                                                                                                                                                                                                                                                                                                                                                                                   |
| Internal Reviewer            | An Internal Admin- or Internal User-assigned Internal Reviewer with the authority to review and validate data submissions.                                                                                                                                                                                                                                                                                                             |
| Internal Submitter           | An Internal Admin or Internal User performing internal data submissions.                                                                                                                                                                                                                                                                                                                                                               |
| Internal Users               | Can login, participate in correspondence, monitor reports and review and submit data. (These users must have @arb.ca.gov email accounts.)                                                                                                                                                                                                                                                                                              |
| Ledger Transaction           | A specific row in the Ledger.                                                                                                                                                                                                                                                                                                                                                                                                          |
| Low-Carbon Building Standard | A framework created pursuant to Section 38561.3 to reduce by 40 percent the carbon intensity of the materials used in newly constructed buildings identified in paragraph (1) of subdivision (c) of Section 38561.3 and within the embodied carbon trading system, to facilitate a credit trading platform for building materials along with other requirements as specified.                                                          |
| Manufacturer                 | Building material manufacturers.                                                                                                                                                                                                                                                                                                                                                                                                       |
| Manufacturer Reporting       | Manufacturers must provide facility-level carbon data for CARB-defined Environmental Product Declarations (EPDs) or the equivalent.                                                                                                                                                                                                                                                                                                    |

| TERM/ACROYNM                  | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Material Deviation            | <p>A deviation in the bid response that cannot be accepted by the State because it is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity, or quality of items bid, amount paid to the Contractor, or on the cost to the State. Material deviations cannot be waived.</p> <p>Example: The solicitation required a system that would serve 500 users and the bidder only offered a system that would serve 250 users.</p>              |
| Material Life-Cycle           | <p>The aggregate of greenhouse gas emissions associated with material production, as defined in the International Organization for Standardization (ISO) 14040 series of standards with a focus on the Product Stage phases (A1-A3).</p>                                                                                                                                                                                                                                                                                                                                  |
| Modified Off-The-Shelf (MOTS) | <p>Typically, a COTS product with source code made available to the purchaser to allow for modifications. The product may be customized by the purchaser, by a vendor, or by another party to meet the requirements of the customer. Since MOTS product specifications are written by external sources, purchasers may not have control of future changes to the product.</p>                                                                                                                                                                                             |
| MRR                           | <p>Mandatory Reporting Regulation system. Reporting of greenhouse gas (GHG) emissions by major sources is required by the California Global Warming Solutions Act of 2006 (AB 32). The Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR) is applicable to electricity generators, industrial facilities, fuel suppliers, and electricity importers. A summary of reported GHG emissions data reported under MRR are made public each year, and the data used by the Cap-and-Trade Program and included in California Greenhouse Gas Inventory.</p> |

| TERM/ACROYNM                | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Non-Functional Requirements | <p>Non-functional requirements provide criteria to evaluate the operation of an enabling solution and primarily represent qualities of (expectations and characteristics) and constraints on (e.g., governmental regulations) the solution. They capture conditions that do not directly relate to the behavior or functionality of the solution, but rather describe environmental conditions of an effective solution or productive qualities of the solution. Mid-level non-functional requirements also define quality of service requirements, such as those relating to required capacity, speed, security, privacy, availability, response time, throughput, usability, and the information architecture and presentation of the user interfaces.</p> |



| TERM/ACROYNM                  | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Open Source Software/<br>Code | <p>Software that includes distribution terms that comply with the following criteria provided by the Open-Source Initiative. The open source definition used here is from the Open Source Initiative and is licensed under a Creative Commons Attribution 2.5 License (<a href="http://creativecommons.org/licenses/by/2.5/">http://creativecommons.org/licenses/by/2.5/</a>)</p> <ol style="list-style-type: none"> <li>1. Free Redistribution: The software can be given as part of a package with other applications;</li> <li>2. Source Code: The code must either be distributed with the software or easily accessible;</li> <li>3. Derived Works: The code can be altered and distributed by the new author under the same license conditions as the product on which it is based;</li> <li>4. Integrity of the author's source code: Derived works must not interfere with the original author's intent or work;</li> <li>5. No discrimination against persons or groups;</li> <li>6. No discrimination against fields of endeavor: Distributed software cannot be restricted in who can use it based on their intent;</li> <li>7. Distribution of license: The rights of the program must apply to all to whom the program is re-distributed without need for an additional license;</li> <li>8. License must not be specific to a product; Meaning that an operating system product cannot be restricted to be free only if used with another specific product;</li> <li>9. License must not contaminate other software; and</li> <li>10. License must be technology-neutral.</li> </ol> |
| Owner-Builder                 | The Owner of the Project, that may also be, but is not necessarily, the Builder of the project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| TERM/ACROYNM                      | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Product Tracking                  | The system tracks materials at various points through their supply chain (manufacturing facility, importer (or “first handler”), and construction site) maintaining a verifiable record of carbon intensity for each manufactured building material and construction project covered by the regulation.                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Project/Transitional Requirements | Project/transition requirements describe capabilities that the solution must have in order to facilitate the transition from the current state of the enterprise to a desired future state. Mid-level project/transition requirements are differentiated from other requirement types because they are usually temporary in nature and will not be needed once the transition is complete. They typically cover process requirements imposed through the Contract, such as mandating a particular design method, administrative requirements, data conversion and migration from existing systems, interfaces, skill gaps that must be addressed, and other related changes required to reach the desired future state. |
| Project                           | A construction project undertaken by the Owner-Builder                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Project Reporting Tool            | Excel data submission by an owner-builder                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Proposal                          | An offer made in response to a Request for Proposals (RFP). Also referred to as a Bid and response.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| PSA                               | Person with Signature Authority at a Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Reduction Compliance Ledger       | In future rule making, manufacturing facilities will be required to demonstrate that they have reduced emissions associated with building materials sold into California. The Reduction Compliance ledger will document the annual emissions of covered manufacturers and assess their progress towards reduction targets                                                                                                                                                                                                                                                                                                                                                                                               |
| Registrant                        | Role for an external user performing an initial registration of their company.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

| TERM/ACROYNM       | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Reporting          | System provides the ability to generate reports for CARB internal data review and analysis of data submitted by building material manufacturers, owner-builders, and importer/exporters. The system will also allow reporters to access a limited number of predefined data reports.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Reporting Period   | A calendar year grouping of report submissions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Responsive Bidder  | A Bidder whose solicitation response is compliant with the solicitation requirements and indicates performance without deviation from the terms and conditions of the proposed contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Responsible Bidder | <p>A Bidder who is fully capable of performing the contract. Considerations include a supplier deemed to satisfactorily demonstrate some or all of the following, pertinent to the specific transaction:</p> <ol style="list-style-type: none"> <li>1. The capability to comply with the required or proposed delivery or performance schedule considering all existing commitments;</li> <li>2. A satisfactory record of performance;</li> <li>3. A satisfactory record of integrity;</li> <li>4. Qualified and eligible to receive an award under all applicable laws and regulations; and/or</li> <li>5. Necessary organization, experience, operational controls and technical skills (or the ability to obtain them).</li> </ol> <p>A Bidder is responsible if they possess the experience, facilities, reputation, financial resources and are fully capable of performing the contract.</p> |

| TERM/ACROYNM          | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Scope 1 GHG Emissions | Direct Emissions: Emissions from sources owned or controlled by a company. E.g., fuel combustion in company-owned vehicles either on site or during delivery of material to consumer using company vehicles, on-site manufacturing or industrial processes, emissions from boilers, furnaces, or generators.                                                                                                                                                                                                                                                                                                                                                                                                           |
| Scope 2 GHG Emissions | Indirect Emissions from Energy: Scope 2 emissions do not physically occur on a company's site. Scope 2 emissions are from the HG emissions of from off-site production of electricity, steam, heating, and cooling for company's on-site use.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Scope 3 GHG Emissions | Other Indirect Emissions: All indirect emissions not included in Scope 2 emissions. Scope 3 emissions do not physically occur on a company's site. This would include upstream activities (emissions prior to company receipt of product or service). E.g., emissions from production of goods and services purchased by a company; manufacturing of machinery used by company, business travel and employee commuting. Also included are downstream activities (emissions after the company delivers a product or service to consumers). E.g., emissions from energy consumed when customers use a company's product and emissions from energy used during third party delivery of product to customers or retailers. |
| Submittal Period      | The data Submittal Period is the period of time in which companies are able to provide a data submission to CARB.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Third Party           | A Data Submitter as defined by the Person with Signatory Authority, that is not an employee or share a company domain with the PSA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Waiver Request        | Request for a company who is subject to submit annual data and/or fees to be exempt from data submission and/or pay fees to CARB                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

## **ATTACHMENT 24: CONFIDENTIALITY STATEMENT FORM (POST AWARD)**

In addition to all the confidentiality requirements set forth in the Department of General Services Procurement Division, INFORMATION TECHNOLOGY — GENERAL PROVISIONS CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP (Cloud) General Provisions, upon Contract award, Contractor to submit a signed confidentiality statement from all personnel, agents, and subcontractors assigned to the awarded Contract.

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 Contract Manager before beginning work on this project.

As an authorized representative or corporate officer of the company named 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) 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 in 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 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 State's Contract Manager immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by the State's Contract Manager. 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 State's Contract Manager before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the Contract period or the final payment, as determined by the contracting Agency/State entity.

| The Contractor's Authorized Representative or Corporate Officer |  |
|-----------------------------------------------------------------|--|
| Contractor's/Firm Name:                                         |  |
| Printed Name of Authorized Representative:                      |  |
| Title/Role:                                                     |  |
| Phone Number:                                                   |  |
| Email:                                                          |  |
| Signature:                                                      |  |
| Date:                                                           |  |

## **EXHIBIT A: STATEMENT OF WORK**

### **1. Part 2 - Bidder Response**



Request For Proposal RFP

2526053

### **PART 2 – BIDDER RESPONSE**

**FOR**

CARB Building Embodied Carbon Reporting Tool (BECRT)

July 31, 2026

Issued by:

**STATE OF CALIFORNIA**

California Air Resources Board

1001 I Street

Attn: 8th Floor - ITPCRS

Sacramento, CA 95814

Part 1 of the solicitation template contains the Bidder and bidding instructions, proposal form instructions, solution requirements and instructions, and all other instructional/compliance information that the Bidder must meet in order to be considered responsive and responsible to the solicitation.

Part 2 of the solicitation template contains all forms a Bidder must complete and return with its Final Proposal, including administrative forms, qualification forms, requirement responses and all exhibits/ attachments discussed in Part 1.

**Disclaimer: The original PDF version and any subsequent solicitation addendums released by the Procurement Officer of this solicitation remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications or provisions (which constitute the Contract), the official State version of the solicitation in its entirety shall take precedence.**

## STATEMENT OF WORK

### 2. Introduction

This Statement of Work (SOW) describes the services to be provided by <The Contractor [Insert Contractor's Name]>, hereinafter referred to as the "Contractor". The Contractor agrees to provide the California Air Resources Board (herein after referred to interchangeably as the "State" or "Department") with Design, Development and Implementation (DD&I) of the Building Embodied Carbon Reporting Tool (BECRT) system, including Maintenance and Operation Services (M&O) as described in this SOW.

This engagement consists of deliverables that must be completed in accordance with this SOW. All services rendered under the Contract are deliverables-based. The Contractor is responsible for completing all tasks, work products, and all services as detailed in the SOW at the costs provided in [EXHIBIT D: COST WORKBOOK](#).

"Contractor" refers to the firm that shall provide the staffing to perform the services. "Consultant(s)" refers to the Contractor's staff who will perform the services. The term "Contract" or "Agreement" will be used interchangeably throughout the documents.



### **3. Background and Purpose**

Assembly Bill (AB) 2446 (Holden, 2022) was the original statute adopted for the development of a framework for quantifying and reducing the average carbon intensity of building materials. Carbon intensity refers to greenhouse gas (GHG) emissions, often referred to as CO2 equivalents (CO2e), as a function of material mass, energy consumed, industrial activity, or economic activity. AB 43 (Holden, 2023) added to and amended AB 2446. The final goals, processes, and outcomes as defined in AB 2446 and AB 43 are codified in Health and Safety Code (HSC) sections 38561.3 and 38561.6. These statutes direct CARB to develop a framework for measuring the average carbon intensity of materials used in new construction as defined in the regulation and implement a strategy for reducing GHG emissions from such building materials by 40 percent no later than December 31, 2035, relative to a year 2026 baseline.

With California's commitment to significantly expanding much-needed housing availability in the coming years, addressing embodied carbon emissions in new construction is urgent. Advancing knowledge regarding emissions of embodied carbon in building materials through development and implementation of BECRT furthers CARB's emerging role in developing low-carbon construction standards and supports the State's commitment to achieving carbon neutrality by 2045 and advancing California's climate goals.

The Contractor shall construct a comprehensive software system for reporting to CARB embodied carbon emissions from building materials by regulated parties. BECRT will also allow analysis and tracking of embodied carbon emissions in building materials.

#### **3.1. Objective**

Ensuring the completion of goals as mandated by Assembly Bill (AB) 2446 and AB 43, BECRT will:

1. Establish a comprehensive software system that allows electronic registration for regulated entities - building material manufacturers, importers, and builder-owners - so that they can efficiently report embodied carbon emissions from building materials to CARB.
2. Automate communication between CARB and regulated entities, facilitate product tracking, and data analysis.
3. Enable secure data submission, robust validation mechanisms, and dynamic CARB data analysis capabilities to support informed decision-making.
4. Incorporate features such as custom data entry template creation, regulated entity fee calculation and payment functionality, an environmental accounting system or "ledger" for carbon emissions,

and an audit trail system to ensure process transparency and data quality.

#### **4. Description of Proposed New System and Services**

The Contractor shall provide the following new system and services for CARB:

1. Build a BECRT system that acts as a unifying platform to address system demands.
2. Ensure the system supports standardized data formats and methodologies for lifecycle GHG emissions.
3. Ensure the system is usable for companies of all sizes and technical capabilities.
4. Ensure the system meets State security, accessibility, and technology standards and integrates with CARB's broader data management ecosystem.

#### **5. Term of Contract**

Effective upon approval of CDT, Office of Statewide Technology Procurement (OSTP), the base term of the Contract is three (3) years.

The State, at its sole discretion, may exercise its option to execute five (5), one-year extensions to perform software functional updates, maintenance and operations, and ongoing support for a maximum contract term of eight (8) years.

The State is not obligated to use any or all of these options. The Agreement is of no effect unless approved by CDT and no work shall begin before full execution of the Agreement.

The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the effective date. Any delivery of goods or performance of services by the Contractor that is commenced prior to the effective date shall be at no cost to the State.

#### **6. Amendment**

The Agreement may be amended, consistent with the terms and conditions of the Agreement, and by mutual consent of both parties, subject to approval by the CDT Office of Statewide Technology Procurement under Public Contract Code (PCC) Section 12100. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved by oversight agencies if required. No oral understanding not incorporated in the Agreement is binding on any of the

parties.

## 7. Location and Availability

The Contractor shall provide the services described in this Statement of Work (SOW) during normal State business hours, which are 8:00 AM to 5:00 PM Pacific Time, Monday through Friday, excluding State holidays. However, the Contractor may be required to provide support beyond the normal business hours, as required to successfully provide contracted services. Tasks not requiring the Contractor's onsite presence may be performed off-site. All remote work must be performed within the continental United States.

Remote access to CARB's cloud computing environment is only authorized to the contracting staff that are approved to work on this project by CARB's project management team. The Contractor is responsible to secure the equipment used to access CARB's remote access solutions. The Contractor may be required to travel to site locations such as CARB headquarters at no cost to CARB for meetings or to perform tasks. The State will allow the Contractor to have remote staff based in the continental United States. The State will require the Contractor to provide collaboration tools (WebEx, MS Teams, SharePoint, etc.) to facilitate remote work.

Key staff must be available to be onsite as needed at CARB's Sacramento project headquarters as determined by the CARB Project Manager or Project Director, during normal State business hours (8:00 AM to 5:00 PM Pacific Time). CARB may consider other options for attendance, such as webinars, phone conferences, and video meetings. Meeting consideration will be at CARB's sole discretion, under circumstances with advance notice of the CARB Contract Manager. All Contractor staff shall have legal authority to work in the United States during the term of the entire Agreement and consent to a background check.

State holidays are listed on the California Department of Human Resources (Cal HR) website in the link below, and are subject to change: <https://www.calhr.ca.gov/employees/Pages/state-holidays.aspx>

**Table 7-1: Work Locations**

| Location Name                  | Location Address                   |
|--------------------------------|------------------------------------|
| California Air Resources Board | 1001 I Street, Sacramento CA 95814 |

| Location Name              | Location Address              |
|----------------------------|-------------------------------|
| <Contractor Location Name> | <Contractor Location Address> |

## 8. Contract Representatives

All notices required by, or relating to, this Contract shall be in writing and shall be sent to the parties of the Contract at the address set below unless changed from time to time, in which event each party shall so notify the other in writing, and all such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail or e-mailed and directed to the addresses then prevailing.

The California Air Resources Board contract representatives during the term of this contract will be:

| PROJECT/PROGRAM CONTRACT REPRESENTATIVES         |                            |                   |     |
|--------------------------------------------------|----------------------------|-------------------|-----|
| State Department: California Air Resources Board |                            | Contractor: TBD   |     |
| Name:                                            | Michael Johnson            | Name:             | TBD |
| Title:                                           | Project Manager            | Title:            | TBD |
| Telephone Number:                                | (916) 799-7455             | Telephone Number: | TBD |
| E-mail Address:                                  | Michael.Johnson@arb.ca.gov | E-mail Address:   | TBD |

Direct all contract inquiries to:

| CONTRACT ADMINISTRATORS FOR INQUIRIES            |                  |                 |     |
|--------------------------------------------------|------------------|-----------------|-----|
| State Department: California Air Resources Board |                  | Contractor: TBD |     |
| Name:                                            | Julie Billington | Name:           | TBD |

| CONTRACT ADMINISTRATORS FOR INQUIRIES |                             |                   |     |
|---------------------------------------|-----------------------------|-------------------|-----|
| Title:                                | Contract Administrator      | Title:            | TBD |
| Telephone Number:                     | (279) 208-7723              | Telephone Number: | TBD |
| E-mail Address:                       | Julie.Billington@arb.ca.gov | E-mail Address:   | TBD |

All inquiries during the term of this Agreement will be directed to the contract contacts listed above. Project representatives may be changed upon providing ten (10) business days written notice to all party's Project representative(s) without amending this Agreement.

## 9. Solution Requirements

The Contractor shall adhere to the solution requirements within [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

## 10. State Data Center Requirement

The solution will be hosted in the State's data center. The Contractor shall:

1. Ensure all data—including backups and logs—reside within data centers located in the continental United States.
2. Host data in environments that meet State of California and CDT-approved cloud security requirements, including FedRAMP Moderate or higher. CARB will provide hosting for cloud-based solutions.
3. Maintain audit-ready logs showing where data is stored, who accessed it, and for what purpose.
4. Ensure CARB has administrative access to the hosted environment at all times.

CARB must be granted full access to its data independent of the Contractor's platform or services.

## 11. State's Roles and Responsibilities

The State will be responsible for the following:

1. Provide executive oversight; secure funding and resources; approve major changes to scope, schedule, or budget; ensure alignment with CARB’s strategic and legislative objectives.
2. Provide the Contractor with direction, assistance with issues related to the contract, payment of invoices and ensure understanding of the responsibilities of both parties.
3. The State will provide the necessary documentation required for the Contractor to complete deliverables identified in [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#).
4. Provide subject matter expertise on emissions reporting, compliance rules, fee structures, and user needs; validate requirements; participate in UAT and design reviews.
5. Provide a Business Analyst to act as liaison between CARB stakeholders and the Contractor BA team; validate that requirements accurately reflect CARB’s business needs; support backlog refinement and acceptance criteria review; confirm traceability of requirements to business objectives.
6. Assign appropriate subject matter experts (SMEs), business analysts, and technical personnel for validation, feedback, and approvals.
7. Organize and lead steering committee, governance, and change control meetings in addition of facilitating Governance and Stakeholder Coordination.
8. Ensure CARB-approved tools such as SharePoint, Power BI, and Azure DevOps are available and accessible to both CARB and Contractor staff.
9. Collaborate with IV&V, CDT, and oversight bodies by facilitating Contractor access and compliance support.
10. Act as the point of contact to coordinate and manage all external stakeholder participation.
11. Identify and review project-related risks and issues, and evaluate risk mitigation strategies, issue resolution plans, etc.
12. Specific State Roles and Responsibilities are indicated in Table 11-1, below.

Table 11-1: State Roles and Responsibilities

| Role | Responsibilities |
|------|------------------|
|------|------------------|

|                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Architecture Board</b>                                   | <p>Designated group of Technical Stakeholders responsible for developing cohesive standards across the sections within the CARB technology department, streamlining CARB's technology stack to ensure that applications built and hosted by CARB will be maintainable by CARB resources.</p> <p>The Architecture Board provides guidance on technical decisions and facilitates the approval process for requested technological resources.</p> |
| <b>Business Analyst</b>                                     | <p>Act as liaison between CARB stakeholders and the Contractor BA team; validate that requirements accurately reflect CARB's business needs; support backlog refinement and acceptance criteria review; confirm traceability of requirements to business objectives.</p>                                                                                                                                                                        |
| <b>CDT Project Approvals and Oversight (PAO)</b>            | <p>Monitor project activities, review risk/issue logs, validate that the progress aligns with approved scope, schedule and cost baselines, validate alignment with statewide IT policies.</p>                                                                                                                                                                                                                                                   |
| <b>Change Control Board (CCB)</b>                           | <p>Designated group of Project Sponsors, Business Stakeholders, Technical Experts responsible for reviewing, evaluating and approving or rejecting changes to the project's scope, schedule, costs, project strategy/approaches.</p>                                                                                                                                                                                                            |
| <b>Contract Administrator</b>                               | <p>Serve as the single point of contact for all contractual communications while managing formal deliverable acceptance and track contractor performance.</p>                                                                                                                                                                                                                                                                                   |
| <b>Independent Verification &amp; Validation (IV&amp;V)</b> | <p>Provide independent assessments of project health; evaluate requirements traceability, risk management, schedule integrity, and deliverable quality; issue independent reports to CARB and CDT.</p>                                                                                                                                                                                                                                          |

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Information Security Officer (ISO)</b> | Establish and govern CARB's overall security strategies and policies in risk management, incident response, compliance and regulatory, employee training and security awareness, monitoring, auditing, and collaboration. Define and validate security requirements; review Contractor documentation; ensure compliance with CARB security standards, state policies, and federal regulations (e.g., NIST, FedRAMP). |
| <b>Project Manager</b>                    | Manage internal CARB project activities; coordinate with CDT/OSTP/CalEPA; oversee risks, issues, dependencies; assist Contract Administrator with monitoring Contractor performance; ensure timely deliverable reviews/approvals.                                                                                                                                                                                    |
| <b>Project Sponsor</b>                    | Provide executive oversight; secure funding and resources; approve major changes to scope, schedule, or budget; ensure alignment with CARB's strategic and legislative objectives.                                                                                                                                                                                                                                   |
| <b>Subject Matter Expert (SME)</b>        | Provide subject matter expertise on emissions reporting, compliance rules, fee structures, and user needs; validate requirements; participate in UAT and design reviews.                                                                                                                                                                                                                                             |

## 12. Contractor's Roles and Responsibilities

The Contractor shall be responsible for the end-to-end development, testing, delivery, configuration, implementation, and maintenance of the BECRT system. This includes:

1. Implement a system that meets all the requirements listed in [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#)
2. Produce and deliver the Contractor Deliverables specified in [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#). Maintain and update all deliverables as needed.
3. Collaborate with CARB staff during the requirements elaboration phase to understand the Functional Requirements and Non-Functional Requirements and their acceptable criteria.
4. Implement the standards within CARB's NFR 6.2 starting from the initiation phase, ensuring listed deliverables completion by the due dates and delivered under the guidance of the CARB Technical team.



5. Provide Agile artifacts, including but not limited to user stories with acceptance criteria, epics and features, product and sprint backlogs, sprint plans and goals, release plans, burndown and burnup charts, velocity metrics, test and defect reports, retrospective outcomes, and Agile dashboards.
6. Conduct a daily Scrum and all agile ceremonies, including key Contractor staff and CARB State staff.
7. Maintain and manage the product backlog. For more information, refer to PMO-44 in [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).
8. Participate in all required project meetings.
9. Prepare agendas and meeting minutes for meetings that are facilitated by the Contractor.
10. Store all project documents and deliverables on the BECRT's Project SharePoint site.
11. Comply with all applicable State laws, policies, and procedures, including, but not limited to, State project management guidelines.
12. Escalate issues to the CARB Project Manager and collaborate with them to propose corrective actions that will maintain the project timelines.
13. Comply with CARB's security requirements and complete the mandatory CARB security training.
14. Report issues related to access to any software or application to the State Project Manager.
15. Meet and cooperate with an Independent Verification and Validation (IV&V) contractor to address their questions and findings/discoveries throughout the duration of the project.
16. Return all State property, if applicable, that was provided to the Contractor before the Contract end date.
17. Project documents should be kept current and updated regularly, and the Project Schedule should be updated weekly.
18. Collaborate with project key Stakeholders and Subject Matter Experts (SME).
19. Work cooperatively with CARB staff and respond promptly and accurately to requests.
20. Regularly report the progress, status updates, milestone achievements, and any issues to CARB.
21. Maintain sufficient staffing levels and resource continuity to support successful and timely delivery of the project. The Contractor shall provide full transparency and accountability regarding the availability and assignment of personnel throughout the contract term.
22. Support State staff in Organizational Change Management (OCM) activities.
23. Participate in CARB's deliverables review and approvals processes for submission and approval of deliverables.

13. Key Staff Qualifications and Skills

In order for the Contractor to effectively support the technical and business needs of the project, it must possess several skill set roles across the members of its team. The same resource (individual Contractor staff person) may not be assigned to fill multiple Key Staff listed below.

The Contractor shall assign Key Staff to roles that align with the following Key Staff classifications. Each classification includes a description of key responsibilities and minimum qualifications. These classifications will support scope delivery, compliance with Agile ceremonies, and ensure consistency across deliverables.

Table 13-1 Key Staff Qualifications:

| Key Staff Classification | Key Responsibilities | Minimum Qualifications (MQ) |
|--------------------------|----------------------|-----------------------------|
|--------------------------|----------------------|-----------------------------|

|                 |                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Manager | Coordinate across multiple functional groups. Manage project schedules, risks, and issues. Provide leadership, communicate well with internal and external stakeholders, lead Agile delivery. | <ul style="list-style-type: none"><li>• MQ1: Possess a Bachelor's degree in Information Technology (IT), Computer Science, Management Information Systems, Software Engineering, Business Administration, Engineering, Public Administration. Additional qualifying experience of four (4) years may be substituted for the required education on a year-for-year basis.</li><li>• MQ2: A minimum of five (5) years experience as a Project Manager, on at least one (1) or more completed IT projects valued at a minimum of \$2 million that supported 1,000 or more users.</li><li>• MQ3: A minimum of five (5) years of experience managing project schedules, risks, and issues; demonstrated proficiency in leadership, organization, and critical thinking; the ability to communicate constructively with internal and external stakeholders and executive leadership; and experience working within Agile project environments using the scrum framework.</li></ul> |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                  |                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Business Analyst | Elicit and refine requirements, maintain user stories, support backlog grooming, and stakeholder alignment. | <ul style="list-style-type: none"><li>• MQ1: A minimum of three (3) years of experience as a Business Analyst (BA) on at least one (1) or more completed IT projects valued at least \$1 million, with experience including requirements elicitation, business process analysis, and preparation of standard Business Analysis documentation.</li><li>• MQ2: A minimum of three (3) years of experience as a Business Analyst on an IT project completing at least one (1) full life-cycle IT project with a contract value of at least \$1 million involving custom .NET development, experience including collaboration with project managers, technical teams, and program stakeholders throughout the software development life cycle.</li><li>• MQ3: A minimum of two (2) years of experience as a Business Analyst on a minimum of one IT project with a contract value of at least \$1 million involving iterative or incremental software development methodologies such as Agile, SCRUM, SAFe, or similar frameworks.</li></ul> |
|------------------|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                     |                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Solutions Architect | Overall responsibility for managing the solution architecture design, development, implementation, integration, and deployment. | <ul style="list-style-type: none"><li>• MQ1: A minimum of five (5) years of experience as Solutions Architect on at least one (1) completed information technology (IT) project(s) with at least one (1) project with a contract value of at least \$2 million (\$2M), or of similar size or complexity to a typical \$2 million (\$2M) project, with at least two (2) projects in general to completion.</li><li>• MQ2: Of the five (5) years of experience in MQ1, a minimum of three (3) years of experience as Solution Architect on at least one IT project with a contract value of at least \$2 million , implementing, integrating, and managing a custom .NET development solution and developing solutions on AWS cloud environments for 1,000+ users. (e.g. providing technical leadership to a team throughout the project lifecycle, reviewing and validating solutions designs from other team members, performing design, debug, activities for multiple systems, process improvement, solution development, and performance analysis on solutions.)</li><li>• MQ3: The Solution Architect must have served in a Solution Architect role on an Information Technology (IT) project(s) with at least five (5) business programs or functional areas, which must include:<ol style="list-style-type: none"><li>1. Data Submission</li><li>2. External Entity Management</li></ol></li></ul> <p>This experience must have been obtained on at least one (1) completed IT project with a</p> |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                |                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                |                                                                                                                                                                              | contract value of at least \$1 million.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Lead Developer | Oversee technical design and development, enforce coding standards, coordinating software development, addressing technical issues, support DevOps and CI/CD implementation. | <ul style="list-style-type: none"> <li>• MQ1: A minimum of five (5) years of experience as Lead Developer serving on a minimum of one (1) completed Information Technology (IT) project with a contract value of at least \$2 million.</li> <li>• MQ2: Of the five (5) years of experience in Minimum Qualification 1 (MQ1), a minimum of three (3) years of experience as Lead Developer serving on a minimum of one (1) IT project with a contract value of at least \$2 million, overseeing daily technical operations; implementing best practices and coding standards; leading development team activities; coordinating with the software development team in addressing technical issues.</li> <li>• MQ3: Of the five (5) years of experience in MQ1, a minimum of three (3) years of experience as a Lead Developer on a minimum of one (1) IT project with a contract value of at least \$2 million, providing services for custom .NET projects and developing solutions on AWS cloud environments involving multiple databases, interfaces and network components.</li> </ul> |

|                                |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Testing/Quality Assurance Lead | Design and execute test plans, manage automated test suites, ensure coverage across performance and security. | <ul style="list-style-type: none"><li>• MQ1: A minimum of five (5) years of experience in a Testing/Quality Assurance Lead role on at least one (1) completed Information Technology (IT) project with a contract value of at least \$2 million.</li><li>• MQ2: Of the five (5) years of experience in Minimum Qualification 1 (MQ1), a minimum of two (2) years of experience on at least one (1) completed Information Technology (IT) project having a contract value of at least \$2 million , including leading a testing or quality assurance team in a custom .NET solution(s).</li><li>• MQ3: A minimum of two (2) years of experience serving in a Testing/Quality Assurance lead role on an Information Technology (IT) project with a contract value of at least \$2 million, validating data for a custom .NET solution(s).</li><li>• MQ4: A minimum of two (2) years of experience on a completed Information Technology (IT) project with a contract value of at least \$2 million, configuring automation tools to run test scripts.</li></ul> |
|--------------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 14. Key Staff Changes

The Contractor must obtain prior approval in writing from the CARB Contract Administrator before attempting to change key staff. This includes replacements made between submission of the Contractor's proposal and the actual start of the project, as well as staffing changes that may occur during the course of the Agreement.

The State reserves the right at its sole discretion to require the Contractor to replace any key staff, at any time or for any reasons that may include, but are not limited to, poor performance, lack of experience, or

unprofessional behavior / harassment in the workplace (subject to compliance with applicable law and departmental policies), and violating any department policies and procedures agreed to at the start of the project. The State will notify the Contractor in writing when exercising this right. The Contractor, within fifteen (15) State business days of such notification, shall provide a replacement candidate that meets or exceeds the requirement as defined in [SECTION 13. Key Staff Qualifications and Skills](#) . At the conclusion of the fifteenth (15) State business day, if the contractor fails to provide a replacement candidate, the State reserves the right to impose a \$250.00 per day (business) penalty against any active or future DED. The State also reserves the right to interview all proposed replacement Key Staff and the right to request a change in the Contractor's Project Representative based on performance, communication issues, or other concerns impacting the success of the project.

The Contractor must provide a replacement key staff member who has equal or better qualifications and ratings, including Desirable Qualifications (DS). Replacement staff shall be subject to the same requirements as the original proposed key staff. The Contractor must submit to the CARB Contract Administrator, for consideration of any replacement staff, the applicable Key Staff Qualifications Form using [ATTACHMENT 17: KEY STAFF REPLACEMENT FORM](#) that indicates how the replacement staff meets or exceeds all the minimum requirements and any of the desirable project qualifications that were evaluated as part of the award and the resulting Agreement. The Contractor's request to replace staff must be approved in writing by the State prior to the replacement staff beginning work.

The State reserves the right to approve or deny any or all replacement of the Contractor's key staff assigned by the Contractor to this project. If any of the proposed replacement staff are rejected and a qualified replacement is not provided to the State for approval within twenty (20) State business days of the rejection, the Contractor will be in breach of the Agreement unless the State approves an extension in writing before the deadline is exceeded. The State reserves the right to impose a \$250.00 per day (business) penalty against any active or future DED for any extension granted. The State shall not compensate the Contractor for any time or effort required to prepare a staff member for performing tasks on the project.

The State recognizes that changes to Key Staff may be necessary and in the best interest of the State; however, advance notice of the proposed change and the reasons for such change must be made to the State within ten (10) State business days prior to the existing Key Staff's departure. If this should occur, the CARB Contract Administrator or designee must approve any changes to the Key Staff prior to the termination of the existing Key Staff and retention of the new Key Staff. This also includes any changes made between submittal of the proposal and the actual start of the Contract. The State shall have the



right to contact references, evaluate information provided and determine if the Key Staff candidate is acceptable.

All approved replacement staff must be available to begin working on the Contract no later than five (5) state business days following the State's approval. The State reserves the right to impose a \$250.00 per day (business) penalty against any active or future DED if any replacement staff fail to be available by the fifth (5) business day.

## **15. Escalation Process**

The parties acknowledge and agree that certain technical and/or project-related problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall be reported in regular status reports, virtual/in-person meetings, ad hoc sessions. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, the CARB Project Manager in charge shall determine the level of severity, and notify the appropriate State personnel, as set forth below. The State personnel notified, and the time taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The State personnel include, but are not limited to, the following:

1. CARB Contract Administrator
2. CARB Project Manager
3. CARB OIS PMO Section Chief
4. CARB OIS PMO Branch Chief/CARB Program SME Lead
5. CARB Project and Program Sponsors
6. CARB Executive Project and Program Sponsors

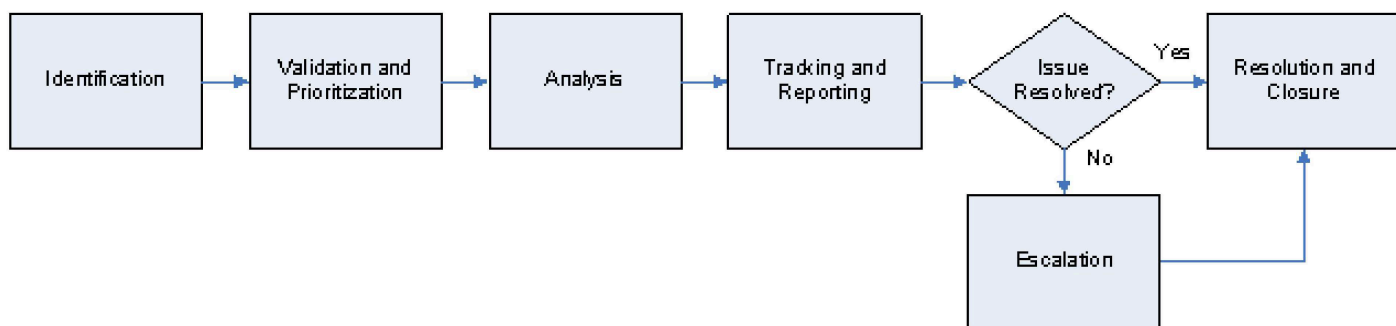
Should the above not agree on a resolution to any issue, the Contractor and the State agree to raise the issue of the rights under the Contract's Dispute provisions in Section 17, Dispute Resolution of the Department of General Services Procurement Division, INFORMATION TECHNOLOGY - GENERAL PROVISIONS CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP (Cloud).

The process of issue resolution shall begin with the CARB Project Manager assigning an owner to the issue (Issue Owner) who is responsible for managing the issue resolution activities until the issue is resolved. The CARB Project Manager shall set deadlines for completing the issue resolution task. If an issue is not resolved at the project level involving the CARB Project Manager and the team members, it

will then be escalated. An Issue Log is maintained by the CARB Project Manager with assistance from the Contractor Project Manager and the project team members. The Contractor shall follow CARB's issue management process and work with the CARB Project Manager for documenting, resolving and closing the Issues.

The issue management process consists of six (6) steps (refer to the diagram below):

1. Identification
2. Validation and Prioritization
3. Analysis
4. Tracking and Reporting
5. Escalation (if needed)
6. Resolution and Closure



## 16. Corrective Action

California Air Resources Board will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this SOW. Should the work performed or products produced by the Contractor fail to meet California Air Resources Board's minimum conditions, requirements, specifications, or guidelines, the following process will be employed, except as superseded by other binding processes:

1. California Air Resources Board will notify the Contractor in writing within five (5) 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

California Air Resources Board by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products.

3. California Air Resources Board will, within five (5) business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If California Air Resources Board 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. California Air Resources Board 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.
5. If a Contractor project component or deliverable is rejected three (3) times by California Air Resources Board, the Cure Notice process will follow.

## **16.1. Cure Notice**

California Air Resources Board will issue a cure notice to inform the Contractor in the event the Contractor fails to meet a project work product, component, requirement, or deliverables. Upon issuance, the cure notice will specify how much time the Contractor must remedy the condition. If the condition is not corrected within the period specified, the cure note states that the Contractor may face termination of its Agreement by default as stated in Information Technology - General Provisions Cloud-Computer Services, DGS PD 402-ITGP Cloud (2/20/2025), section 16.3, Termination for Default.

### **Triggers for a Cure Notice**

Cure notice may be triggered by any of the following conditions, or other conditions that arise in performance of the Agreement:

1. The Contractor continues to miss agreed-upon deadlines.
2. Quantifiable evidence is lacking to show that work is being accomplished.
3. The quality of tasks does not meet California Air Resources Board's standards.
4. The Contractor is non-responsive to California Air Resources Board requests, or
5. The Contractor does not replace key personnel, as outlined in [SECTION 14. Key Staff Changes](#).

## 17. Change Control Procedures

Changes to the Data Products and/or Services will be subject to the CARB Change Control Board (CCB) process. CARB shall initiate and manage the change control process. The purpose of the CARB Change Management (CM) is to ensure that Change Requests (CR) to the Contractor are properly reviewed, authorized, and tracked with minimum disruption to service levels. The Contractor shall utilize the CARB approved mechanism for reporting and tracking changes, bugs, enhancements, and maintenance tickets.

The Contractor shall be required to submit a CR to the CCB detailing what is changing and where it is changing, along with test plans, test results, and communication processes before and after a change.

Prior to commencing any work pertaining to new or changed requirements, the following process must be completed:

- The CR will be generated by the CARB Contract/Project Manager or designee.
- The Contractor will provide an estimate of the hours required to complete the CR and any schedule impacts.
- The CR will be incorporated into the change control process.
- If the CR and WOA are approved and signed by the CARB Contract/Project Manager or designee, the Contractor may commence work based on associated priorities and direction.
- CARB will track all approved or denied CRs in a Change Request Log.

There are two types of CRs:

1. Standard CR - Standard CRs follow the 'normal' change request process during which changes will be approved by the CCB prior to being effected.
2. Emergency CR - Emergency CRs will follow an abbreviated version of the CCB process. The following types of issues may require Emergency CRs:
  - a. Portal outages,
  - b. Multiple users/sites affected,
  - c. Misprocessing data, and
  - d. Security risks.

## 18. Tasks and Deliverable Requirements

The BECRT project will adopt an iterative, Agile-aligned delivery structure with clearly defined deliverables and milestones tied to sprint-based progress and quality gates. The Contractor is responsible for completing all deliverables in accordance with the project plan and obtaining CARB approvals at each milestone. The Contractor shall store the below-mentioned Deliverables in the CARB SharePoint. Refer to [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#) for Tasks and Deliverable Requirements.

## 19. Contractor Deliverables

The Contractor Deliverables are identified [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#). The following subsections explain the Deliverable Expectation Document (DED), the Deliverable Acceptance Document (DAD), and the Deliverable Acceptance and Rejection Process.

### 19.1. Deliverables Expectation Document

The Contractor shall complete a Deliverable Expectation Document (DED), as shown in [ATTACHMENT 21: DELIVERABLE EXPECTATION DOCUMENT](#), for approval by California Air Resources Board as the first step for every deliverable. For each deliverable, the parties will agree, in writing, on deliverable specifications and acceptance criteria, which the Contractor shall document on a DED.

The Contractor will not begin work on a deliverable until the California Air Resources Board and the Contractor have approved the DED. The DED will define the deliverable specifications and acceptance criteria. The deliverable will address all components required by the Contract and any areas agreed upon subsequently through meetings and planning sessions. California Air Resources Board expects all deliverables to be presented sequentially at deliverable project phases. The Contractor shall provide deliverables to the California Air Resources Board Contract Official by the due date specified on the approved Project Schedule unless the California Air Resources Board has granted written permission on the deliverable DED to deviate from the schedule. Deliverable documents will be comprehensive in their level of detail and quality, be professional in presentation, and consistent in style and quality. If a document is the composite work of multiple individuals within the Contractor's organization, the Contractor shall ensure consistency in the final document.

Completion of each deliverable listed above is subject to California Air Resources Board approval, as described in [SECTION 19.3. Deliverable Rejection & Acceptance](#).

## 19.2. Deliverable Acceptance Document

All concluded work must be submitted for review and acceptance or rejection to the California Air Resources Board Project Manager using the [ATTACHMENT 22: DELIVERABLE ACCEPTANCE DOCUMENT](#). A deliverable will not be accepted by the State unless it is consistent with the DED approved by the California Air Resources Board Project Manager.

Project work and deliverables that involve software programs, as well as any implementation or installation activities, are subject to acceptance testing under the terms of this Contract. Acceptance testing is intended to ensure that the services acquired under this Contract result in successful implementation and continued satisfactory levels of performance. The products and services acquired must conform to California Air Resources Board's business, technical, and performance requirements while meeting the Contractor's specifications, performance standards, and warranties.

Acceptance testing shall include verification by the California Air Resources Board Project Manager and the Contractor that each applicable deliverable meets the requirements identified within the DED. It shall be [Department]'s sole determination as to whether acceptance testing has been successfully completed and is acceptable to [Department].

For document deliverables, the Contractor's on-going performance will be evaluated by the California Air Resources Board Project Manager by reviewing the Contractor's DevSecOps dashboard and weekly status reports and reviewing the quality and completeness of the relevant document(s).

The California Air Resources Board Project Director will host monthly Steering Committee meetings at which the Contractor will present a comprehensive project progress, status, and upcoming event report.

## 19.3. Deliverable Rejection & Acceptance

It shall be in the State's sole determination whether a project task, responsibility, requirement, or deliverable identified in this Contract or in a supplemental DED as shown in [ATTACHMENT 21: DELIVERABLE EXPECTATION DOCUMENT](#) has been successfully completed and acceptable to the State.

1. A signed DAD as shown in [ATTACHMENT 22: DELIVERABLE ACCEPTANCE DOCUMENT](#) required for work completed under each DED as shown in [ATTACHMENT 21: DELIVERABLE EXPECTATION DOCUMENT](#).

2. All concluded work shall be submitted for review and acceptance or rejection to the California Air Resources Board Contract Official through the use of Deliverable Acceptance Documents (DAD), shown in [ATTACHMENT 22: DELIVERABLE ACCEPTANCE DOCUMENT](#), to be signed by the Contractor.
3. The Contractor shall meet all timelines as agreed to in the Contract or DED.
4. The deliverables will conform to and operate in accordance with all applicable acceptance criteria.
5. Deliverables will be comprehensive in level of detail and quality as defined in this SOW and the applicable DED as shown in [ATTACHMENT 21: DELIVERABLE EXPECTATION DOCUMENT](#).
6. Deliverables will be organized in a structured manner, professional in presentation and will be consistent in style and quality.
7. The Contractor must be the sole entity submitting deliverables to the California Air Resources Board. The California Air Resources Board will not accept deliverables from subcontractors. The Contractor must review, verify compliance of, and accept full responsibility for any subcontractor deliverables before submission to the California Air Resources Board.
8. If deemed necessary by the California Air Resources Board, a formal walkthrough session will be conducted to review the submitted deliverables. This does not remove the walkthrough requirements already designated in this contract. The California Air Resources Board will identify the reviewers that will attend these walkthrough sessions. The walkthrough sessions will be organized and scheduled by the Contractor, with approval from the California Air Resources Board.
9. The California Air Resources Board will use the signed DED to assess whether the Contractor has met the criteria for deliverable acceptance.
10. The California Air Resources Board will be responsible for reviewing and approving in writing, within twenty (20) business days of receipt of the DAD, each work product and deliverable including but not limited to plans, designs, drawings, and reports. The California Air Resources Board will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as required in this Contract.
11. Should the work performed or the Deliverable produced by the Contractor fail to meet California Air Resources Board's conditions, requirements, specifications, guidelines, or other applicable standards as identified in this contract, the following resolution process will be employed, except as superseded by other binding processes.
  - a. The California Air Resources Board will notify the Contractor in writing within twenty (20) business days after receipt of DAD of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by

the Contractor, unless Contractor and the California Air Resources Board have mutually agreed in writing to a different review period for the DAD.

- b. If the California Air Resources Board has identified inadequacies and/or failures, the Contractor must, within five (5) business days after problem notification, respond to the California Air Resources Board by submitting a detailed explanation describing precisely how the identified services and/or products adhere to and satisfy all applicable requirements, or submit a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the California Air Resources Board's problem notification within the required time limits may result in immediate termination of the Agreement. The California Air Resources Board may, at its discretion and in writing, allow a longer period than the five (5) business days in consideration of the scope of the change.
  - c. The California Air Resources Board will, within ten (10) State business days after receipt of the Contractor's detailed explanation or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation or correction action plan. If the California Air Resources Board rejects the explanation or the corrective action plan, the Contractor must submit a revised corrective action plan within five (5) business days of notification of the rejection. Failure by the Contractor to respond to the California Air Resources Board's notification of the rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Agreement.
  - d. The California Air Resources Board will, within ten (10) 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. Rejection of the revised corrective action plan may result in immediate termination of the Agreement.
- 12. Lack of response on the part of the California Air Resources Board does not constitute acceptance of any deliverable.
  - 13. Signed acceptance of the DAD will be by the California Air Resources Board Contract Official identified in [SECTION 8. Contract Representatives](#).
  - 14. The Contractor may not change a deliverable that has been accepted by the California Air Resources Board without the California Air Resources Board's written approval.
  - 15. Until the work is accepted, approved, and documented by the DAD, the Contractor shall not submit an invoice for the work. Only completed, accepted, and approved work may be invoiced.



## 20. Data Handling and Ownership

There will be no data migration or data conversion activities for the BECRT project, as there is no legacy system from which data must be migrated. All data will be entered and managed natively within the newly developed BECRT application environments. Although no legacy data migration is needed, the BECRT project will implement robust data management and governance practices from inception. The Contractor responsibilities include:

1. Defining data ownership, data access controls, and user permissions based on business roles.
  - a. Establishing data quality standards for new data entry and validation rules within the system.
  - b. Supporting data integrity by enforcing business rules at the application and database layers.
  - c. Implementing data archival, backup, and recovery procedures aligned with CARB's Information Security Standards.
  - d. Providing data security protocols including encryption in transit and at rest, consistent with CARB's cybersecurity policies.
  - e. Documenting all data structures, data dictionaries, metadata definitions, and retention policies.

These governance practices ensure that BECRT data assets are protected, reliable, and auditable from Day 1 of operations.

Reference the [SECTION 3.4.1. FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS \(M\) \(MO\) \(DS\)](#) and [SECTION 2.2.6. BIDDERS' LIBRARY](#) for more details.

### Data Entry and Access

BECRT data will be collected via webform, Excel file upload, and document upload and accessed from multiple locations by two (2) main categories of users:

1. External Users, who will be accessing the BECRT application from company sites within and outside the United States.
2. Internal Users (CARB staff), who will accessing BECRT from CARB office(s).

Data will be submitted to CARB via BECRT on an annual basis by 5,000-10,000 external users. Due to

the nature of BECRT being a web application, real-time access to data is required. The expected response time is:

- Accessing data = <10 seconds
- Entering data = <10 seconds
- Maintaining data = <10 seconds

**Table 20-1: Expected Data Volume**

| Users                       | Files             | DB                |
|-----------------------------|-------------------|-------------------|
| 5,000-10,000 external users | ~1GB + 100MB/year | ~1GB + 100MB/year |

**Table 20-2 User Role Matrix**

| BECRT    | User Role Matrix                                      | External Users |                |               |             |     | Internal Users |                |
|----------|-------------------------------------------------------|----------------|----------------|---------------|-------------|-----|----------------|----------------|
| Function | Action                                                | Company Reg    | Data Submitter | Company Admin | Third Party | PSA | Internal User  | Internal Admin |
| Sign Up  | Register Company                                      | X              |                |               |             |     |                |                |
|          | Manage users                                          |                |                | X             |             |     |                |                |
|          | Designate initial Person with Signing Authority (PSA) | X              |                |               |             |     |                |                |
|          | Designate Company Admins                              |                |                |               |             | X   |                |                |

|                        |                                                                     |   |   |   |   |   |   |   |
|------------------------|---------------------------------------------------------------------|---|---|---|---|---|---|---|
|                        | Approve use of a prospective external user's personal email account |   |   |   |   |   | X | X |
|                        | Reset password                                                      | X | X | X | X | X |   |   |
| Company Administration | Invite Company Users                                                |   |   | X |   |   |   |   |
|                        | Review Company Registration                                         |   |   | X |   |   |   |   |
|                        | Edit Company Registration                                           |   |   | X |   |   |   |   |
|                        | Deactivate Company Admin (not self)                                 |   |   | X |   |   |   |   |
|                        | Deactivate Data Submitter                                           |   |   |   |   |   |   |   |
|                        | Receive email notification that Company Admin has been deactivated  |   |   |   |   | X |   |   |
| Data Submission        | Submit Company Data                                                 |   | X | X | X |   |   |   |
|                        | Edit Construction Sites                                             |   | X | X | X |   |   |   |

|                |                                   |  |   |   |   |   |   |   |
|----------------|-----------------------------------|--|---|---|---|---|---|---|
|                | Edit Facility Locations           |  | X | X | X |   |   |   |
|                | Configure new Excel and UI fields |  |   |   |   |   |   | X |
|                | Review Submissions                |  |   |   |   |   | X | X |
| Fee Collection | Fee Administration                |  |   |   |   |   |   | X |
|                | Approve/Deny Fee Exemption        |  |   |   |   |   | X | X |
|                | Approve/Deny Fee Waiver           |  |   |   |   |   | X | X |
|                | Resolve Fee Dispute               |  |   |   |   |   | X | X |
|                | Submit Fee                        |  |   | X |   |   |   |   |
|                | View Fee Reports (within Company) |  | X | X | X |   |   |   |
|                | View Fee Reports (all Companies)  |  |   |   |   |   | X | X |
| Correspondence | Initiate Correspondence           |  | X | X | X | X | X | X |

|         |                                       |  |   |   |   |   |   |   |
|---------|---------------------------------------|--|---|---|---|---|---|---|
|         | View and Participate (within Company) |  | X | X | X | X |   |   |
|         | View and Participate (all Companies)  |  |   |   |   |   | X | X |
|         | Mark thread as Closed                 |  |   |   |   |   | X | X |
|         | Reopen Closed thread                  |  |   |   |   |   | X | X |
|         | Flag Correspondence                   |  |   |   |   |   | X | X |
|         | Set thread Priority Level             |  |   |   |   |   | X | X |
| Reports | Access Predefined/ Canned Reports     |  | X | X | X | X | X | X |
|         | Generate and Customize Reports        |  |   |   |   |   | X | X |
|         | Perform SQL queries against the DB    |  |   |   |   |   | X | X |
|         | Export reports (Excel, CSV, PDF)      |  |   |   |   |   | X | X |

## 21. Reporting

The Contractor shall provide comprehensive, timely, and auditable reporting throughout the project lifecycle in alignment with CARB PMO governance, CDT PAL oversight, IV&V expectations, and Agile delivery practices.

### I. System-Generated Data and Reports

1. The BECRT system shall generate and maintain system-generated data and reports, including but not limited to:
  - a. User activity, access, and audit logs
  - b. Data submission status, validation results, and error reporting
  - c. Fee calculation, invoicing, and payment status
  - d. Defect, issue, risk, and mitigation tracking
  - e. Performance, availability, and Service Level Agreement (SLA) metrics

### II. Report Format and Distribution

1. Reports shall be provided in CARB-approved formats (e.g., dashboards, PDF, Excel, CSV) and follow ADA compliance. CARB reserves the right to approve or reject reports.
2. Reports shall be accessible to CARB PMO, Program leadership, CDT, IV&V, and other oversight entities as required.
3. Reporting tools shall include CARB-approved platforms such as Azure DevOps, Power BI, and SharePoint.

**Table 21-1: Report Types, Frequency, and Content**

| Report Type           | Frequency                                   | Content Requirements                                                                | Tool / Location        |
|-----------------------|---------------------------------------------|-------------------------------------------------------------------------------------|------------------------|
| Sprint Report         | Bi-weekly (within 48 hours of sprint close) | Sprint goals, story points, velocity, capacity, defects, blockers, backlog movement | Azure DevOps           |
| Monthly Status Report | Monthly                                     | CPI, SPI, earned value metrics, scope/schedule/cost/quality health, risks           | Power BI, SharePoint   |
| Real-Time Dashboards  | Ongoing                                     | Traceability, burnup/burndown, test coverage, deployment progress                   | Azure DevOps, Power BI |

|                                |                        |                                                          |                         |
|--------------------------------|------------------------|----------------------------------------------------------|-------------------------|
| Governance Briefing            | Monthly                | Decisions, retrospectives, action items, change requests | SharePoint              |
| Oversight Responses            | Within 2 business days | Evidence-based, audit-ready responses                    | Email and SharePoint    |
| Deviation Log                  | Within 24 hours        | Description, impact, mitigation plan                     | Risk/Issue Log          |
| Deliverable Delay Notification | Within 1 business day  | Cause, impact, mitigation                                | Email and Status Report |

## 22. Security

The Contractor shall implement comprehensive security and data protection measures for the BECRT solution in accordance with the State Administrative Manual (SAM) 5305.5, Information Asset Management, SIMM Section 5305-A, National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Federal Information Processing Standards (FIPS), as detailed in [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#), CARB internal standards, and the project's documented Non-Functional Requirements (NFR), in the planning, development, implementation, and maintainability of this project. The Contractor is responsible for ensuring all these requirements are implemented, tested, validated, and traceable throughout the system development lifecycle.

### 1. Security Standards and Governance

The Contractor shall:

- a. Comply with CARB's NFR 6.2. See [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and associated [SECTION 2.2.6. BIDDERS' LIBRARY](#) named documentation below.
  - i. CDT's Security and Privacy Policy Handbook
  - ii. CARB internal IT governance policies
- b. Align technical services and implementations to these standards.
- c. Plan in periodic security and architecture reviews with CARB's Information Security Officer (ISO) or security representative designated by CARB's ISO.
- d. Correct any non-conformance of any acceptance criteria identified during reviews until meeting the CARB Security Team's approval.
- e. Ensure that the BECRT system is designed, developed, and maintained in compliance

with applicable State and federal cybersecurity standards. All technical and operational implementations must adhere to these standards throughout the entire project life cycle.

## 2. Compliance Frameworks

The Contractor shall align all system components and processes with CARB's NFR 6.2. See [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and associated [SECTION 2.2.6. BIDDERS' LIBRARY](#) for more details.

## 3. Security Implementation Requirements

The Contractor shall:

- a. Follow CARB's NFR 6.2. See [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and associated [SECTION 2.2.6. BIDDERS' LIBRARY](#) for more details.
- b. Implement system and software hardening based on Center for Internet Security (CIS) benchmarks.
- c. Disable unnecessary ports, services, and default credentials before deployment.
- d. Maintain secure configurations throughout all environments and document them for CARB review and approval.
- e. Apply patch management policies to maintain current software and firmware updates.
- f. Remediate critical vulnerabilities within seven (7) days and high-risk items within fifteen (15) days.

## 4. Identity and Access Management

The Contractor shall:

- a. Follow CARB's NFR 6.2. See [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and associated [SECTION 2.2.6. BIDDERS' LIBRARY](#) for more details.
- b. Use Role-Based Access Control (RBAC) for all systems and interfaces.
- c. Enforce least-privilege access principles across all user and system roles.
- d. Implement Multi-Factor Authentication (MFA) for all privileged and administrative users.
- e. Support integration with CARB's Single Sign-On (SSO) or Identity Provider (IdP) when applicable.
- f. Document access provisioning and de-provisioning workflows and make them auditable.

## 5. Zero Trust and Monitoring Principles

The Contractor shall:

- a. Follow CARB's NFR 6.2. See [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and associated [SECTION 2.2.6. BIDDERS' LIBRARY](#) for more details.



- b. Implement Zero Trust Architecture (ZTA) principles, including identity verification, endpoint validation, and least privilege enforcement.
- c. Support continuous monitoring for unusual or suspicious activity.
- d. Submit evidence of logging and security telemetry integration with CARB-approved tools.
- e. Provide alerts to CARB for pre-defined security triggers or anomalous behavior.

## **6. Security Audits and Review**

The Contractor shall:

- a. Participate in periodic security audits conducted by CARB, CDT, or designated third parties.
- b. Provide complete and accurate documentation of security configurations and assessments.
- c. Submit security test results and evidence during key lifecycle checkpoints (e.g., pre-go-live, UAT).
- d. Promptly remediate audit findings and submit mitigation plans to CARB for approval.
- e. Update security documentation following system changes, audit findings, or annually (whichever comes first).

## **7. Security Governance and Oversight**

The Contractor shall:

- a. Assign a security lead responsible for coordinating with CARB's Information Security Officer (ISO).
- b. Provide a Security Controls Matrix mapping implemented controls to the frameworks above.
- c. Ensure all subcontractors comply with the same standards and complete appropriate documentation.
- d. Request and obtain written approval from CARB prior to deviating from established security standards or policies.

## **8. Security Requirements Traceability**

The Contractor shall:

- a. Implement and test all NFR 6.2 defined security controls (authentication, encryption, access control, session management, etc.). See [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and associated [SECTION 2.2.6. BIDDERS' LIBRARY](#) for more details.

- b. Maintain full traceability of these requirements to:
  - i. System design documentation
  - ii. Test plans and results
  - iii. Deployment configurations
  - iv. Readiness reviews
  - v. Flag any exceptions for CARB review and approval via formal change control

#### 9. Data Protection Controls

The Contractor shall store all data and backups within Continental U.S. based, CARB-approved infrastructure. See [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and associated [SECTION 2.2.6. BIDDERS' LIBRARY](#) for more details.

#### 10. Audit Logging and Monitoring

The Contractor shall:

- a. Develop custom application logs per CARB Custom Logging Standard.docx within the Bidder's Library ([SECTION 2.2.6. BIDDERS' LIBRARY](#)) and enable full audit logging during every development phase for the following logging categories:
  - i. User actions
  - ii. Administrative operations
  - iii. Security-related events
  - iv. Exceptions and system failures
- b. Ensure logs of each test environment and production environment are:
  - i. Forwarding to CARB's SIEM solution
  - ii. Tamper-proof and timestamped (UTC)
  - iii. Retained for a minimum of one (1) year
  - iv. Accessible to CARB upon request (prior to forwarding logs to CARB's SIEM solution)
  - v. Compatible with CARB log monitoring systems
  - vi. Assist CARB with log integration and periodic reviews

#### 11. Security Incidents

The Contractor shall:

- a. Maintain a CARB-approved incident response plan (in accordance with the due dates within [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#))

- b. Notify CARB ISO and PMO within twenty-four (24) hours of incident detection.
- c. Submit:
  - i. A preliminary incident report within forty eight (48) hours.
  - ii. A final root cause and mitigation report within ten (10) business days.
- d. Cooperate fully with investigation, containment, and remediation activities & Follow CARB's NFR 6.2. See [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and associated [SECTION 2.2.6. BIDDERS' LIBRARY](#) for more details

## 12. Subcontractors and External Parties

If using subcontractors or third-party personnel, the Contractor shall ensure all such personnel meet the same security standards, complete background checks and security training, sign confidentiality agreements, and retain full responsibility for third-party compliance.

## 13. Required Security Deliverables

The Contractor shall deliver and maintain security deliverables in accordance with the due dates within [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#). These deliverables must be submitted to CARB for review at defined milestones listed in [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#).

# 23. Disaster Recovery

To maintain optimal performance, stability, and reliability of BECRT, this section defines the requirements for monitoring, analyzing, and reporting on the operational health of the system, with an emphasis on early detection of anomalies, performance degradation, and infrastructure risks.

## 1. Backup Requirements

The Contractor shall implement automated, scheduled backups that meet the following standards:

- a. Frequency:
  - i. Daily incremental backups of application, configuration, and user data.
  - ii. Weekly full system backups.
- b. Retention:
  - i. Daily backups retained for at least fourteen (14) days.
  - ii. Weekly backups retained for at least ninety (90) days or longer if specified by the State.

- c. Storage: Backups must be stored in secure, geographically redundant locations with appropriate encryption (AES-256 or better).
- d. Scope: Includes application data, metadata, system configurations, audit logs, and third-party integrations as applicable.

## 2. Restore Requirements

The Contractor shall meet the restore requirements identified in [SECTION 37. Service Level Agreements \(SLAs\)](#).

## 3. Testing and Validation

- a. Restore tests shall be conducted at least quarterly in coordination with the State to ensure backup integrity.
- b. Testing shall include sample data sets and full environment recovery drills.

## 4. Reporting and Compliance

- a. Reports from each test must be submitted to the State within five (5) business days.
- b. Backup logs, status reports, and exception summaries shall be shared with the State monthly.
- c. Any backup failures must be remediated and reattempted within twenty-four (24) hours.
- d. Backup and Restore processes must comply with State policies including SAM, SIMM, and applicable NIST standards.

## 5. Monitoring

The Contractor shall adhere to NFRs in [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and [SECTION 2.2.6. BIDDERS' LIBRARY](#) related to monitoring.

## 24. Source Code Custody

Per CARB NFR APPDEV-008 within [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#), the Contractor shall use CARB-operated/approved version control repositories for all custom development. Accordingly, source code remains in CARB's possession and control throughout development, and separate escrow and individual handoffs are not required.

Custom software: All custom code (including scripts/configs/build, deploy artifacts, binary files,

configuration, documentation, and Infrastructure as Code (IaC)) shall be developed and maintained in CARB's version control repositories. The Contractor shall follow CARB's branching guidance in CARB OIS Coding Standards found within the [SECTION 2.2.6. BIDDERS' LIBRARY](#) and [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). CARB retains ownership and a perpetual right to use/modify and have the solution maintained by CARB or a third party.

COTS/third party: Vendor retains ownership; however, BECRT-specific configurations, integrations, and custom extensions are treated as custom software above.

Deliverable: Complete, current source code and related documentation shall be maintained in CARB repositories and provided upon request/export in a CARB-approved format.

Review [SECTION 3.2.14.1. OPEN SOURCE SOFTWARE REQUIREMENTS](#) if Open Source Software is a consideration.

## 25. Compatibility and Interface

The solution shall interface with CARB's Single Sign-On (SSO) solution, SnapPay payment services, and CARB's Security Information and Event Management (SIEM) system. The Contractor shall ensure compatibility with CARB's approved technology stack and implement interfaces in accordance with applicable [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). The solution shall integrate with SnapPay for payment processing and shall not store, process, or transmit payment card or electronic check information.

The Contractor shall provide documentation for all system interfaces, including data formats, authentication methods, logging, and error handling. Where existing electronic data is required, the Contractor shall support data validation and staging in coordination with CARB and within the project schedule.

## 26. System Implementation

The Contractor shall deliver the BECRT solution in phases and meet the following as part of each delivery phase.

1. **Bi-weekly sprint reviews** will be held to demonstrate completed work, validate backlog progress, and review risks and issues.

2. **Monthly executive check-ins** will be conducted by CARB PMO to assess schedule, budget, deliverables, dependencies, and compliance with CARB project expectations within NFR 6.2.
3. **Formal phase-end checkpoints** will be performed jointly by CARB PMO and Procurement to verify acceptance criteria before authorizing the next phase.

**Table 26-1: Project Phase Timeline**

| Phase                                                   | Timeline          | Scope / Key Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Exit Criteria                                                                                                                                                                                                                  |
|---------------------------------------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Phase 1 – Initiation &amp; Requirements Baseline</b> | Month 1 – Month 2 | <ol style="list-style-type: none"> <li>1. Project Initiation &amp; Planning- Governance setup.</li> <li>2. Confirm OIS &amp; Program-approved Functional and Non-Functional Requirements (NFRs).</li> <li>3. SI Vendor BA completes Functional User Stories in Azure DevOps (ADO).</li> <li>4. Requirements Traceability Matrix (RTM) updated &amp; validated.</li> <li>5. Analysis and Planning Phase NFRs Deliverables approval. (Review the Exhibit B Functional and Non-Functional Requirements for details on the NFRs by Phases)</li> </ol> | <ol style="list-style-type: none"> <li>1. Requirements baseline approved</li> <li>2. ADO backlog ready for development</li> <li>3. RTM validated</li> <li>4. Analysis and Planning Phase NFRs Deliverables approved</li> </ol> |

|                                       |                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                           |
|---------------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Phase 2 –<br/>BECRT MVP</b></p> | <p>Month 3 –<br/>Month 9</p> | <p><b>Develop user stories, execute, test and deploy:</b></p> <p><b>A. Functional:</b></p> <p><b>i. Registration:</b></p> <ol style="list-style-type: none"> <li>1. External and Internal User Authentication (Sign-up, Sign in, Password Management, User Role assignments)</li> <li>2. Company Registration and critical/static validations</li> <li>3. Internal Users’ Company Administration (Search and View)</li> <li>4. External Users’ Company Administration (PSA functions only)</li> <li>5. Registration Exemption</li> </ol> <p><b>ii. Fee Module Banner:</b></p> <ol style="list-style-type: none"> <li>1. Fee payment (or not) banner (Ex: Fee module is not yet active)</li> </ol> <p><b>iii. Data Submission:</b></p> <ol style="list-style-type: none"> <li>1. Documentation Uploads</li> <li>2. Critical/static Validations</li> </ol> <p><b>iv. Reference Tables:</b></p> <ol style="list-style-type: none"> <li>1. Create critical tables for analyzing the data</li> </ol> | <ol style="list-style-type: none"> <li>1. All MVP stories “Done” in ADO</li> <li>2. All NFR Deliverables are approved for deliverables listed within Analysis, Planning, Design, Execution, Testing, Production Deployment Phases</li> <li>3. MVP Production Deployment is complete and stable</li> </ol> |
|---------------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  |  | <p><b>v. Data Query, Filter and Export Results:</b></p> <p>1. Internal Users(Read-Only) – Access to Database, Query SQL Database, Export CSVs</p> <p><b>vi. General Notifications:</b></p> <p>1. Banner notifications, System Outage notifications (Refer to Exhibit B Functional and Non-Functional Requirements for more details on the notifications)</p> <p><b>B. Non-Functional:</b></p> <p>1. Deliverables within Analysis, Planning, Design, Execution, Testing, Production Deployment Phases of the NFRs are approved (Review the Exhibit B Functional and Non-Functional Requirements for details on the NFRs by Phases)</p> |  |
|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|



|                                                                 |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Phase 3 –<br/>BECRT Post-<br/>MVP -<br/>Release 1</b></p> | <p>Month 10<br/>– Month<br/>15</p> | <p><b>Develop user stories, execute, test and deploy:</b></p> <p><b>A. Functional:</b></p> <p><b>i. Ledger:</b></p> <ol style="list-style-type: none"> <li>1. Ledger (full module)</li> </ol> <p><b>ii. Registration:</b></p> <ol style="list-style-type: none"> <li>1. Company Registration (remaining validations)</li> <li>2. Internal Users' Company Administration (entire remaining module)</li> <li>3. External Users' Company Administration (entire remaining module)</li> </ol> <p><b>iii. Data Query, Filter and Export Results:</b></p> <ol style="list-style-type: none"> <li>1. Internal Users (Read-Only) – Access to Database, Query SQL Database, Export CSVs</li> </ol> <p><b>B. Non-Functional:</b></p> <ol style="list-style-type: none"> <li>1. Deliverables within Analysis, Planning, Design, Execution, Testing, Production Deployment Phases of the NFRs are approved (Review the Exhibit B Functional and Non-Functional Requirements for details on the</li> </ol> | <ol style="list-style-type: none"> <li>1. All Release 1 stories “Done” in ADO</li> <li>2. All NFR Deliverables are approved for deliverables listed within Analysis, Planning, Design, Execution, Testing, Production Deployment Phases</li> <li>3. Release 1 Production Deployment is complete and stable</li> </ol> |
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|  |  |                 |  |
|--|--|-----------------|--|
|  |  | NFRs by Phases) |  |
|--|--|-----------------|--|

|                                                                |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Phase 4 –<br/>BECRT<br/>Post-MVP -<br/>Release 2</b></p> | <p>Month 16<br/>– Month<br/>19</p> | <p><b>Develop user stories, execute, test and deploy:</b></p> <p><b>A. Functional:</b></p> <p><b>i. Data Submission:</b></p> <ol style="list-style-type: none"> <li>1. Full remaining configurable validations</li> </ol> <p><b>ii. Fee Calculation and Collection:</b></p> <ol style="list-style-type: none"> <li>1. Full Module</li> </ol> <p><b>iii. Data Query, Filter and Export Results:</b></p> <ol style="list-style-type: none"> <li>1. Internal Users(Read-Only) – Access to Database, Query SQL Database, Export CSVs</li> </ol> <p><b>B. Non-Functional:</b></p> <ol style="list-style-type: none"> <li>1. Deliverables within Analysis, Planning, Design, Execution, Testing, Production Deployment Phases of the NFRs are approved (Review the Exhibit B Functional and Non-Functional Requirements for details on the NFRs by Phases)</li> </ol> | <ol style="list-style-type: none"> <li>1. All Release 2 stories “Done” in ADO</li> <li>2. All NFR Deliverables are approved for deliverables listed within Analysis, Planning, Design, Execution, Testing, Production Deployment Phases</li> <li>3. Release 2 Production Deployment is complete and stable</li> </ol> |
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|                                                               |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Phase 5 –<br/>BECRT<br/>PostMVP -<br/>Release 3</b></p> | <p>Month 20<br/>– Month<br/>23</p> | <p><b>Develop user stories, execute, test and deploy:</b></p> <p><b>A. Functional:</b></p> <p><b>i. Reports:</b></p> <ol style="list-style-type: none"> <li>1. External Users predefined/ canned reports</li> <li>2. Internal Users predefined/ canned reports</li> </ol> <p><b>ii. Correspondence Functionality:</b></p> <ol style="list-style-type: none"> <li>1. Full Module</li> </ol> <p><b>iii. Data Query, Filter and Export Results:</b></p> <ol style="list-style-type: none"> <li>1. Internal Users(Read-Only) – Access to Database, Query SQL Database, Export CSVs</li> </ol> <p><b>B. Non-Functional:</b></p> <ol style="list-style-type: none"> <li>1. Deliverables within Analysis, Planning, Design, Execution, Testing, Production Deployment Phases of the NFRs are approved (Review the Exhibit B Functional and Non-Functional Requirements for details on the NFRs by Phases)</li> </ol> | <ol style="list-style-type: none"> <li>1. All Release 3 stories “Done” in ADO</li> <li>2. All NFR Deliverables are approved for deliverables listed within Analysis, Planning, Design, Execution, Testing, Production Deployment Phases</li> <li>3. Release 3 Production Deployment is complete and stable</li> </ol> |
|---------------------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                       |                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Phase 6 –<br/>Final<br/>Deployment<br/>&amp;<br/>Stabilization</b> | Month 10<br>– Month<br>18<br>(overlaps<br>with Post-<br>MVP<br>Releases<br>) | <ol style="list-style-type: none"> <li>1. Full Implementation</li> <li>2. 90-day Stabilization (Post Full Implementation)</li> <li>3. Deployment Validation</li> <li>4. Post-Go-Live Risk Assessment</li> <li>5. Deliverables within Production Deployment Phases of the NFRs are approved (Review the Exhibit B Functional and Non-Functional Requirements for details on the NFRs by Phases)</li> </ol> | <ol style="list-style-type: none"> <li>1. Implementation, Validation and Stabilization activities are complete.</li> <li>2. All NFR Deliverables are approved for Production Deployment Phases</li> </ol>           |
| <b>Phase 7 –<br/>Project<br/>Closure</b>                              | Month 18<br>– Month<br>19                                                    | <ol style="list-style-type: none"> <li>1. Final Project Report</li> <li>2. Lessons Learned</li> <li>3. M&amp;O, SOPs &amp; Transition to CARB M&amp;O- Closure Checklist</li> <li>4. Deliverables within Production Deployment Phases of the NFRs are approved (Review the Exhibit B Functional and Non-Functional Requirements for details on the NFRs by Phases)</li> </ol>                             | <ol style="list-style-type: none"> <li>1. Project closure signed off</li> <li>2. All documentation &amp; handoffs complete along with the NFR Deliverables are approved for Production Deployment Phases</li> </ol> |

Each phase will consist of a series of Agile sprints, with validated deliverables reviewed through demos and sprint retrospectives. This phased model ensures timely delivery of prioritized features while maintaining long-term flexibility and scalability.

**Disclaimer:** Deliverable dates for Phases 2, 3 and 4 will be updated after the MVP is finalized which may affect the order in which the in-scope features/deliverables will be completed.

## 27. Technology Refresh

The Contractor shall ensure that all software components, platforms, and dependencies shall be current, supported, and free of known critical vulnerabilities prior to system acceptance and transition to

## Maintenance and Operations.

Ongoing refresh activities by the Contractor shall be limited to updates necessary to maintain security, compatibility, and compliance with applicable Non-Functional Requirements and shall not result in increased cost to the State unless associated with approved enhancements or scope changes.

The Contractor shall adhere to software refresh requirements found within [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

CARB OIS is responsible for providing four (4) environments for the Contractor to access . The Contractor is responsible for maintaining the Infrastructure as Code (IaC) for each environment. CARB shall make available four (4) environments upon Architecture Board approval of the solution architecture:

1. Sandbox
2. Development, if needed. Development is optional and would be decided upon between the Contractor, program, and CARB OIS.
3. User Acceptance Testing
4. Production

## 28. System Testing and Acceptance Procedures

1. The Contractor shall be responsible for performing testing and remediation tasks to support the validation of BECRT functionality, including Unit testing, Integration testing, System testing, Performance testing, Security testing, and Regression testing. These testing activities will take place throughout the implementation period.
2. The Contractor shall adhere to the BECRT Testing Management Plan available in [SECTION 2.2.6. BIDDERS' LIBRARY](#) to develop, document, execute the required testing per the quality gates, acceptance criteria for Functional and Non-Functional Requirements for each Milestone within BECRT (BECRT Minimum Viable Product (MVP), BECRT Post MVP – Release 1, BECRT Post MVP – Release 2, BECRT Post MVP – Release 3) to ensure the highest-quality solution.
3. The Contractor shall develop and update the existing Testing Plan template provided by CARB within [SECTION 2.2.6. BIDDERS' LIBRARY](#) with details related to the testing procedures, testing execution, defect management, retesting, traceability, resources and scheduling, exit and Go/No-Go Criteria along with the final system acceptance processes and receive approval from CARB team to proceed with the Testing Plan and to execute testing processes.

4. The Contractor shall develop, document test cases, test scenarios, test scripts, test data, defects and report statuses of each Testing Category only using CARB's Azure DevOps Test Tracking Tool instance available for the Contractor throughout the project implementation lifecycle.
5. The Contractor's testing team will develop, document, execute test procedures, test scripts, test results, defect resolution and reports, retesting, regression testing, testing reports for all the categories in an iterative approach with testing conducted every Sprint in accordance with the BECRT Testing Management Plan available in the Bidder's Library for each Milestone within BECRT (BECRT MVP, BECRT Post MVP – Release 1, BECRT Post MVP – Release 2, BECRT Post MVP – Release 3).
6. CARB will be responsible for User Acceptance Testing (UAT). UAT will be performed in an iterative manner for every Sprint and with integrated modules for each Milestone within BECRT (BECRT MVP, BECRT Post MVP – Release 1, BECRT Post MVP – Release 2, BECRT Post MVP – Release 3).
7. The Contractor shall be responsible for providing UAT test support to CARB team in resolving defects, participating in UAT Triage sessions, UAT working sessions, addressing questions from the CARB teams, maintaining UAT test environment, deploying updates, fixes, patches, configuration changes, validate fixes as needed and document known issues and any related UAT activities performed by CARB team.
8. The Contractor shall be responsible for identifying, prioritizing, fixing the defects and reporting the status to CARB in accordance with the Defect Management Process listed within the BECRT Testing Management Plan available in the Bidder's Library.
9. The Contractor shall be responsible for developing and documenting the Testing Artifacts (test cases, test scripts, defects, testing reports) with accurate traceability to the Functional and Non-Functional User Stories, Requirements following CARB's recommended hierarchy template within the Bidder's Library.
10. The Contractor shall submit the Requirements Traceability Matrix (RTM) following CARB's recommended RTM template within the Bidder's Library to CARB for review and approval.
11. The Contractor shall facilitate and participate in Defect Management Process to identify, prioritize, resolve, retest and close out the defects as listed within the Testing Management Plan in the Bidder's Library.
12. The Contractor shall comply with the exit criteria for each testing category the BECRT Testing Management Plan available in the Bidder's Library and shall participate in all the Go/No-Go decisions for system rollout and provide all the information necessary for CARB to make informed decisions for each Milestone within BECRT (BECRT MVP, BECRT Post MVP – Release 1,

BECRT Post MVP – Release 2, BECRT Post MVP – Release 3). Refer to the Features Roadmap available within the Bidder’s Library for more details on the MVP, Releases.

13. The Contractor shall support CARB’s evaluation for system acceptance that is achieved when the acceptance criteria listed within the Functional, Non-Functional Requirements is met and approved by CARB, UAT sign off is obtained and the go/no-go decision is made with “Go” as the final decision from CARB and the application remains stable for the Post Implementation Stabilization period of sixty (60) days.

## **29. Transition of Operation to the State**

Transition-out involves the incumbent Contractor implementing all the activities required to roll off the project by transitioning out and turning over all the responsibilities for the State-owned resources, documentation, and knowledge to the State or a successor Contractor.

The Contractor will work with the State to develop a Transition Plan defining all system components, system maintenance processes, services, and responsibilities to be transferred, and the plan to accomplish the Knowledge Transfer [SECTION 31. Knowledge Transfer and/or Training](#) and transition operations to the State or a successor Contractor. The Contractor shall work collaboratively with the State to ensure a smooth transition of system operations.

The Contractor will conduct Knowledge Transfer (KT) to the State for BECRT Maintenance and Operations. The Contractor shall develop a Maintenance and Operations Plan within the defined timeframe listed in [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#). The State shall approve the Transition Plan and successful completion of all Contractor tasks. Upon completion of the Transition Plan, a detailed inventory of all data and information provided by the Contractor as required by this contract shall be accompanied by a letter, signed by the Contractor’s authorized representative, attesting that the supplied materials are current, accurate, and complete.

All deliverables and timelines within this section can be referenced in [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#) and [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

### **Transition Period**

The Contractor shall provide the following services and documentation, including but not limited to:



- a. Goals and principles prior to transition
- b. Timeline with milestones and resource ramp-down activities
- c. Roles and responsibilities for CARB and Contractor staff
- d. KT and training schedule
- e. Risks and mitigation plans
- f. Communication approach during the transition

### **Training and Documentation**

The Contractor shall:

- a. Provide role-based training (e.g., administrators, business users, technical support)
- b. Deliver all training in CARB-approved formats (PDFs, decks, videos)
- c. Submit a final indexed package of all documentation including:
  - i. Technical design documentation
  - ii. Finalized Requirements Traceability Matrix (RTM)
  - iii. Test cases and execution results
  - iv. User manuals and admin guides
  - v. Configuration, deployment, and environment setup documentation
  - vi. Change Logs, Issue/Risk Logs, and Release Notes
- d. Store all artifacts in approved repositories (e.g., SharePoint, Azure DevOps)

### **Transition Support Period**

After final system acceptance, the Contractor shall provide a minimum of 60 calendar days support for transition-related activities. The Contractor shall respond to all transition support queries within two (2) business days. Support activities include:

- a. Responding to KT/documentation clarification requests.
- b. Assisting with access provisioning and system validations.
- c. Addressing transition-specific defects or known issues.

## **30. Feedback Loops**

### **Feedback Loops**

The Contractor shall establish formal mechanisms for capturing and incorporating feedback from users, stakeholders, and CARB staff throughout the BECRT system life cycle to support continuous improvement and user-centered design.

#### **1. Purpose**

To ensure that the BECRT system evolves in alignment with user needs and regulatory changes, the Contractor must implement structured feedback processes that allow CARB to evaluate usability, identify enhancements, and prioritize future development.

#### **2. Stakeholder Engagement**

- The Contractor shall support CARB in conducting bi-annual stakeholder surveys to assess system usability, feature effectiveness, and user satisfaction.
- Target audiences for feedback shall include:
  - Regulated entities and data submitters
  - Internal CARB compliance analysts and administrators
  - Technical users and IT staff

#### **3. Feedback Collection Methods**

The Contractor shall provide multiple feedback collection channels, including but not limited to:

- In-app feedback prompts or submission forms
  - Structured stakeholder workshops
  - Post-release feedback sessions following major feature rollouts
  - Periodic feedback surveys (at least twice per year)

#### **4. Feedback Analysis and Reporting**

- All feedback must be logged and categorized (e.g., usability, bugs, feature requests).
- The Contractor shall provide quarterly feedback summary reports to CARB, highlighting:

- Key findings and patterns
- Suggested prioritizations
- Items escalated for immediate action

## **5. Feedback to Action Process**

- The Contractor shall define a workflow to triage, evaluate, and respond to feedback.
- CARB shall have the authority to:
  - Approve, defer, or reject feedback items for inclusion in upcoming releases
  - Request design changes or usability improvements based on aggregated insights

## **6. User-Centered Design Alignment**

- System enhancements resulting from feedback must be documented in design change logs.
- Updated features shall be validated through targeted UAT (User Acceptance Testing) with feedback submitters, where feasible.

# **31. Knowledge Transfer and/or Training**

## **1. Purpose**

The purpose of this section is to ensure that all system users (including business users, technical staff, administrators, and support personnel) have access to accurate, accessible, and up-to-date documentation and training resources to enable effective system use and administration.

## **2. User Documentation**

To support successful adoption, efficient use, and long-term maintainability of the system, the Contractor shall provide comprehensive User Documentation and Training tailored to each stakeholder group. This section outlines the expectations for user support materials, training delivery, and knowledge transfer activities.

## **3. Documentation Requirements**

The Contractor shall develop and maintain the following documentation:

- a. User Manuals – Role-specific guides with step-by-step instructions, annotated screenshots, and

examples.

- b. Quick Reference Guides – One (1) or two (2) page cheat sheets for high-volume or critical tasks.
- c. Technical Documentation – Architecture diagrams, configuration details, data dictionaries, API references, and deployment procedures.
- d. Release Notes – Clear summaries of new features, bug fixes, changes, and known issues for each release.
- e. Help Content – Embedded tooltips, inline guides, and searchable help articles within the system (if applicable).

All documentation must follow State accessibility standards (e.g., WCAG 2.1, Section 508 compliance).

#### **4. Training Requirements**

User training materials shall be provided in a variety of formats including written job aids, recorded walkthroughs, live sessions, and downloadable manuals. If applicable, support for multilingual training (e.g., Spanish) may be proposed. The Contractor shall design training strategies tailored to both CARB internal users and external stakeholder audiences (e.g., manufacturers).

The Contractor shall provide a structured training program that includes:

- Training Needs Assessment – Identification of end-user roles and required training levels.
- Training Formats – Live instructor-led sessions, virtual workshops, video tutorials, and self-paced eLearning modules.
- Training Materials – Slide decks, hands-on labs, sample exercises, FAQs, and recordings.
- Training Schedule – Coordinated with rollout timelines and availability of end users.
- Train-the-Trainer – Equipping State staff with the knowledge to independently train others post-deployment.

#### **5. Delivery and Tracking**

- Attendance shall be tracked and reported for all instructor-led sessions.
- Training feedback surveys shall be distributed and analyzed to improve content quality.
- Materials must be version-controlled and updated in sync with system changes.

#### **6. Knowledge Transfer**

- A formal knowledge transfer plan must be delivered to the State prior to project closeout.
- This includes walkthroughs of system configurations, support procedures, maintenance tasks, and access to repositories and source files (as applicable).
- Knowledge transfer shall be validated by the State before acceptance.
- Knowledge Transfer (KT) Sessions
  - The Contractor shall conduct structured KT sessions to transfer operational and technical knowledge to CARB and/or designated contractors, including but not limited to:
  - System Architecture & Design
  - Configurations and Customizations
  - Codebase Walkthroughs and Build Processes
  - Environment Management (e.g., DEV, TEST, PROD)
  - Operational Procedures and Incident Handling
  - Reporting and Data Management Tools

KT Sessions shall be documented (slides and recordings), include a question and answer segment, include attendance logs for tracking, and have follow-up action logs. A minimum of four (4) formal KT sessions shall be conducted based on CARB's operational needs.

Please refer to [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#) for more details regarding deliverables and timelines.

## **32. Post-Production Support**

### **Post-Production Support**

To ensure the stability, usability, and operational continuity of the system following deployment, the Contractor shall provide structured Post-Production Support (PPS) services. This support includes issue resolution, system optimization, knowledge transfer, and user assistance during the stabilization period.

#### **1. Purpose**

The purpose of post-production support is to monitor, maintain, and improve the deployed solution while ensuring a smooth transition to steady-state operations. It includes resolving issues that arise in the live environment and reinforcing user readiness.

#### **2. Support Period**

The Contractor shall provide PPS for a period of ninety (90) calendar days following each production deployment (or as otherwise agreed upon by the State). The support window may be extended based on system complexity or the State's request via the utilization of a DED.

### 3. Support Services Provided

The Contractor shall deliver the following during PPS:

- a. Help Desk Support – Respond to user inquiries, triage reported issues, and provide guidance.
  - i. Issue Triage and Resolution – Identify, prioritize, and resolve production defects based on impact and severity.
  - ii. Performance Monitoring – Actively monitor system performance and availability using defined analytics and dashboards.
  - iii. Operational Readiness – Finalize configuration documentation, refine SOPs (Standard Operating Procedures), and support operational handoff.
  - iv. Knowledge Transition – Provide hands-on knowledge transfer to State technical and business support teams.

### 4. SLA Expectations

The following service levels shall apply during PPS:

**Table 32-1: Incident Response and Resolution**

| Severity Level | Initial Response Time | Resolution Target                |
|----------------|-----------------------|----------------------------------|
| Critical (P1)  | ≤ 1 business hour     | ≤ 8 business hours or workaround |
| High (P2)      | ≤ 4 business hours    | ≤ 1 business day                 |
| Medium (P3)    | ≤ 1 business day      | ≤ 3 business days                |
| Low (P4)       | ≤ 2 business days     | Next release cycle               |

### 5. Restore Requirements

The Contractor shall meet the following restore targets:

**Table 32-2: Restore Targets**

| Recovery Type             | Recovery Time Objective (RTO) | Recovery Point Objective (RPO) |
|---------------------------|-------------------------------|--------------------------------|
| Critical production data  | ≤ 8 business hours            | ≤ 1 business day               |
| Non-critical environments | ≤ 8 business hours            | ≤ 2 business days              |

All restore operations shall be fully validated and documented by the Contractor.

Emergency restore requests must be acknowledged within one (1) hour and executed within the applicable RTO.

## **6. Transition to Operations**

Before closing out PPS, the Contractor shall:

- Ensure resolution or formal tracking of all known issues .
- Obtain sign-off from the State on all deliverables and configurations.
- Submit a final PPS report detailing issues resolved, user feedback, and operational recommendations.

## **33. Maintenance and Operations (M&O)**

### **Maintenance and Operations (M&O)**

The Contractor shall perform Maintenance and Operations (M&O) activities for *up to five (5) years* following the full system acceptance if CARB exercises its optional extensions for M&O services. The M&O period includes maintaining all configurations, customizations, and interfaces to the solution while also engaging the State in knowledge transfer activities to facilitate the State maintaining the entirety of the solution without the Contractor's assistance. Roles and responsibilities of the Contractor and the State will continue during the M&O period. Refer to [SECTION 12. Contractor's Roles and Responsibilities](#) and [SECTION 11. State's Roles and Responsibilities](#) . The exception to the roles and responsibilities would be the number of key staff. The Contractor shall propose the recommended quantity and key staff roles during the M&O period, which must be approved by the CARB Project Director.

The Contractor shall perform the necessary M&O efforts to maintain the contractually required SLAs.

The SLAs include the following objectives:

1. Maximize the resolution of deficiencies.
2. Minimize the time to respond to deficiencies.

The scope of activities includes the following:

1. Regular M&O and system upkeep, such as monitoring the system, performing backups, ensuring the availability and security of the system, and upholding the requirements outlined in [SECTION 37. Service Level Agreements \(SLAs\)](#) .
2. Updates to project documents as defined in [SECTION 18. Tasks and Deliverable Requirements](#).
3. Incident management related to the BECRT solution in the CARB Production Environment. All incidents, resulting communications, and tools shall adhere to [SECTION 34. Help Desk/Call Center](#)
4. System patches, including emergency security patches.
5. Pre-approved maintenance windows, which do not have any effect on the SLAs. These windows would be change approvals submitted to the CARB Project Management Team.
6. System changes related to calendar year changes (modified drop-down choice lists, required UI changes, and data file reporting templates to accommodate a new year).
7. Change requests created as part of incident/defect resolution to address gaps in the BECRT solution functionality, configuration, or environment.
8. Application M&O Enhancements:
  - a. Adding new web pages or screens.
  - b. Creation of or modifications to dashboards.
  - c. Adding or modifying language to documentation.
  - d. All user experience related improvements that are not directly related to SLAs.
  - e. Adding new datasets to open data portal.
  - f. Business continuity or disaster recovery testing and updates resulting from major code changes, new or additional processes or procedures, new software/hardware installation and/ or configuration, or the support of non-contractor teams.
  - g. Any other architectural changes, such as adding/removing/modifying interfaces or web services, adding data pipelines, or adding/ removing/ modifying data tables or feature classes.
    - i. Changes to architecture to accommodate user loads or number of users are not anticipated in this contract.



- ii. Changes to architecture to accommodate data loads or data sizes are not anticipated in this contract.
- 9. Operations reporting to CARB, including the following reports in [SECTION 21. Reporting](#), at a minimum:
  - a. Sprint Report (bi-weekly) include, at a minimum:
    - i. Sprint goals, story points, defects, blockers, backlog movement
  - b. Monthly Status Report (monthly) include, at a minimum:
    - i. CPI, SPI, earned value metrics, scope/schedule/cost/quality health, risks
  - c. Real-Time Dashboard (ongoing) include, at a minimum:
    - i. Traceability, burnup/burndown, test coverage, deployment progress
  - d. Governance Briefing (monthly) includes, at a minimum:
    - i. Decisions, retrospectives, action items, change requests
  - e. Oversight Responses (within 2 business days) includes, at a minimum:
    - i. Evidence-based, audit-ready responses
  - f. Deviation Log (within 24 hours) includes, at a minimum:
    - i. Description, impact, mitigation plan
  - g. Deliverable Delay Notification (within 1 business day) includes, at a minimum:
    - i. Cause, impact, mitigation plan
- 10. After full system acceptance, help desk requests or stakeholder feedback may identify post-production defects or a need for additional or revised documentation, such as training material.

### **33.1. Changes and Enhancements**

#### **Changes and Enhancements**

System changes such as defects will be handled as part of M&O. The Contractor shall follow the development, testing, and acceptance processes utilized throughout the BECRT solution implementation during the M&O period, as required.

Business-proposed system refinements based on requirements changes or user feedback, enhancements, improvements, and/or statutory and regulatory changes that may necessitate changes to the system will be handled as unanticipated tasks. Refer to [SECTION 39. Unanticipated Tasks](#) .

Changes and enhancements during M&O will be covered under separate and distinct Work Order Authorizations (WOA) utilizing [ATTACHMENT 20: WORK ORDER AUTHORIZATION ACCEPTANCE DOCUMENT](#). Specific tasks and any associated work products will be identified in M&O work order authorizations. A M&O minor enhancement shall be completed at the hourly rates identified [EXHIBIT D: COST WORKBOOK](#). During M&O, the Contractor shall maintain adequate staffing levels, as approved by the State, to meet the contract requirements and to maintain the SLAs. See [SECTION 39. Unanticipated Tasks](#) for more information.

## 34. Help Desk/Call Center

The Contractor shall provide customer and end user technical support. End users include CARB staff and external users. Contractor responsibilities include responding to user inquiries and providing guidance, triaging reported issues and resolution, and troubleshooting.

Table 33-1: Customer and End User Support Types

| Type                                | Description                                                                             | Method of Communication                                                  |
|-------------------------------------|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| User Inquiries & Providing Guidance | Inquiries from CARB staff or external inquires escalated by CARB staff.                 | Phone, email, instant messaging (CARB Staff), BECRT Communication Module |
| Issue Triage & Resolution           | Identify, prioritize, and resolve production defects based on impact and severity.      | Phone, email, instant messaging (CARB Staff), BECRT Communication Module |
| Troubleshooting                     | Identifying, diagnosing, and/or resolving bug or malfunctions to restore functionality. | Phone, email, instant messaging (CARB Staff), BECRT Communication Module |

The Contractor is responsible for identifying and classifying criticality of issues with CARB staff consultation. Refer to Incident Response and Resolution in [SECTION 37. Service Level Agreements](#)

(SLAs) for more detail.

## **Escalation Procedures**

The Contractor shall implement a structured and proactive escalation procedure to ensure timely resolution of system issues that may impact the quality, scope, schedule, security, or compliance of the BECRT solution. The procedure must meet the expectations outlined below and be maintained throughout the duration of the contract.

### **1. Escalation Framework**

At a minimum, the Contractor's escalation process shall:

- Define severity levels (e.g., Critical, High, Medium, Low), including business impact and urgency.
- Specify response and resolution timeframes based on severity classification.
- Identify escalation roles and tiers, including points of contact for project-level, program-level, and executive-level involvement.
- Ensure integration with CARB's project governance, including coordination with the Project Manager, SDSB leads, and Steering Committee as applicable.

### **2. Required Escalation Tiers**

The escalation procedure shall include the following minimum structure:

- Tier 1 – Project Team Level: Resolution attempted between the Contractor Project Manager and CARB Project Manager through daily standups or working sessions.
- Tier 2 – Program Oversight Level: Engaged when Tier 1 fails to resolve the issue within the agreed timeframe. Involves Contractor Program Lead and CARB Program Leadership.
- Tier 3 – Executive Level: Escalated for unresolved risks that threaten delivery, funding, contract compliance, or external commitments. Handled by Contractor Executive Sponsor and CARB Executive Stakeholders.

### **3. Escalation Procedure Requirements**

The Contractor shall:

- Document and track escalated issues in a CARB-approved system (e.g., Azure DevOps).
- Provide written notification to CARB for Tier 2 and Tier 3 escalations, including a summary of the issue, its impact, attempted mitigation steps, and a recommended path forward.
- Participate in joint escalation meetings with CARB within two (2) business days of escalation trigger.
- Log escalation outcomes, status updates, and resolutions in weekly project status reports and risk/issue logs.

CARB shall:

- Actively support timely joint issue resolution.
- Participate in escalation discussions and decision-making.
- Review escalation trends and resolution effectiveness during governance and oversight meetings.

### **35. Insurance Requirements**

The Contractor must comply with all requirements outlined in the **(1) Department of General Services (DGS) Procurement Division (PD) 402 ITGP and (2) General Insurance Provisions section below.** No payments will be made under the Contract until and unless the Contractor fully complies with all insurance requirements.

#### **General Insurance Provisions**

- a. Coverage Term - Coverage needs to be in force for the complete Term of the Contract. If insurance is set to expire during the Term of the Contract, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original Contract terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal - Contractor is responsible to notify the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event that the Contractor fails to keep in effect at all times the specified insurance coverage, 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.

- c. Premiums, Assessments and Deductibles - The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. 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.
- e. Insurance Carrier Required Rating - All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements - Any required endorsements requested by the State or required in this Contract must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor's obligations under the Contract.

Use of Contractors, Consultants or Subcontractor - In the case of the Contractor's utilization of contractors, consultants or subcontractors to complete any part of the Contract scope of work, the Contractor shall include all contractors, consultants and subcontractors as insureds under the Contractor's insurance or supply evidence of the contractor's, consultant's subcontractor's insurance to the State equal to policies, coverages, and limits required of the Contractor. Contractor shall also ensure that said contractors and subcontractors carry the same or greater coverage for the work or services performed.

## **36. Warranty**

The Contractor services provided shall include cost-free corrections when defects are identified including:

- 1. Fixing all errors, defects, bugs, harmful code, security vulnerabilities, and/or viruses not discovered prior to implementation. Types of defects include critical, important, normal, or low. See [SECTION 37. Service Level Agreements \(SLAs\)](#) for definition of defects.
- 2. Fixes will be defined and activated using the DED process with a zero cost. See [SECTION 41. Budget Detail and Payment Provisions](#).
- 3. The Contractor shall provide knowledge transfer to CARB staff during the resolution of defects.
- 4. Resolving any performance tuning issues discovered not as a result of the State hardware or network.
- 5. Providing the support and services necessary to ensure the continuing functionality or relevance

of the data or products, in accordance with the performance requirements of this Contract.

6. Following all protocols and procedures established and used during project implementation (e.g., version control processes, testing procedures, issue resolution, etc.).
7. Response time for warranty services are defined in [SECTION 37. Service Level Agreements \(SLAs\)](#).
8. Failure to resolve defects by the specified response time for each type of defect will result in an assessment. See [SECTION 37. Service Level Agreements \(SLAs\)](#).

### **37. Service Level Agreements (SLAs)**

The Contractor shall implement and maintain formal Service Level Agreements (SLAs) that ensure the performance, reliability, and responsiveness of the BECRT system meet the operational needs of CARB and its stakeholders.

#### **Introduction**

The solution will be deployed in CARB-hosted environments. The Contractor is responsible for developing the application and associated infrastructure-as-code (Terraform) required to support it, in accordance with CARB's Non-Functional Requirements (NFRs), security policies, and technical standards.

The Contractor may deploy and manage resources in the Sandbox environment. All infrastructure changes and deployments in Development, UAT, and Production are subject to CARB DevOps review, approval, and control. Production access is restricted to authorized CARB technical staff.

The Contractor is responsible for application-level support and providing necessary code or Infrastructure as Code (IaC) updates. CARB is responsible for infrastructure governance, environment administration, and platform operations. Issues involving both application and infrastructure components will be resolved through coordinated efforts between the Contractor and CARB technical staff.

#### **Purpose**

To define clear performance expectations and ensure ongoing accountability, SLAs will establish measurable service benchmarks for system data availability, incident response, maintenance, and enhancements.

##### **1. Data Availability**

- The BECRT system shall maintain 99.9% data availability with only software-related outages counting toward this metric excluding pre-approved maintenance windows.
  - CARB is responsible for maintaining CARB's AWS infrastructure data availability.
- Planned downtime must be:
  - Scheduled during non-peak hours.
  - Communicated to CARB at least seventy-two (72) hours in advance.
  - Accompanied by a rollback and contingency plan.
- Recovery Point Objective (RPO)
  - RPO is no more than twenty-four (24) hours.

**Table 37-1: Incident Response and Resolution**

| Severity Level | Definition                                                                                                                                                               | Response Time      | Resolution Time    |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|
| Critical (P1)  | System-wide outage, solution frozen, or no one can access the solution.                                                                                                  | ≤ 1 business hour  | ≤ 8 business hours |
| High (P2)      | Major feature not working, multiple web components of the solution not available or not working correctly, or an issue that impacts multiple components of the solution. | ≤ 4 business hours | ≤ 1 business day   |
| Medium (P3)    | Exploitable security vulnerability in one component, a computation mistake, a single component not working correctly.                                                    | ≤ 1 business day   | ≤ 3 business days  |
| Low (P4)       | Spelling mistake, wording update, cosmetic, or enhancement request.                                                                                                      | ≤ 2 business days  | Next release cycle |

All incidents must be logged and tracked in a shared system with real-time visibility to CARB.

### 3. SLAs for Enhancements and New Features

- Timeframes for approved new feature development shall be mutually defined but typically must

not exceed:

- Thirty (30) calendar days for medium-complexity enhancements
- Ninety (90) calendar days for high-complexity modules

#### **4. SLA Adjustment During Peak Periods**

- During compliance reporting windows or other high-demand periods defined by CARB, the following adjustments shall apply:
  - Data Availability expectation raised to 99.9%
  - Priority incidents (P1, P2) must be resolved within two (2) business hours
  - Additional support capacity shall be pre-positioned to handle peak loads

#### **5. Performance Monitoring**

- The Contractor shall provide CARB with a real-time performance dashboard covering:
  - System data availability and latency
  - Error rates and failed transactions
  - Usage and load statistics
  - Reports shall be provided monthly and reviewed quarterly in SLA performance meetings.

#### **6. SLA Non-Compliance and Remedies**

- Repeated or unresolved SLA violations may result in:
  - Withheld milestone payments
  - Formal performance reviews
  - Contract modifications or termination for cause
  - Liquidated damages, where defined in the contract

### **SLA For New Feature Rollouts**

To ensure consistent quality, reliability, and timely delivery of new functionality, this section outlines the Service Level Agreement (SLA) standards and expectations for all new feature rollouts performed by the Contractor. These standards apply to major, minor, and emergency feature deployments throughout the duration of the contract and align with the State's quality assurance and production readiness policies.

#### **1. Feature Deployment Categories**



The Contractor shall categorize new feature rollouts as follows:

- Major Release – Substantial functionality affecting multiple modules or users, typically scheduled and coordinated in advance.
- Minor Release – Incremental updates or enhancements with limited scope or impact.
- Hotfix/Emergency Patch – Time-sensitive fixes addressing urgent functionality, performance, or security issues.

## 2. Deployment Timelines

The following timelines apply unless otherwise negotiated:

- Major Releases: Minimum two (2) week advance notice with UAT (User Acceptance Testing) completed at least five (5) business days prior to release.
- Minor Releases: Minimum five (5) business days advance notice with UAT completed three (3) business days before release.
- Emergency Fixes: Immediate notification with post-deployment validation and documentation within 24 hours.

## 3. SLA Commitments

The Contractor shall meet the following performance targets:

**Table 37-2: SLA Performance Targets**

| Metric                        | Target                                                                                           |
|-------------------------------|--------------------------------------------------------------------------------------------------|
| Deployment success rate       | ≥ 98% without rollback or reversion                                                              |
| UAT defect closure rate       | No critical/high defects before release                                                          |
| Communication lead time       | Per deployment category requirements                                                             |
| Post-release issue resolution | Critical defects resolved within ≤ 8 business hours or workaround; High within ≤ 1 business days |

## 4. Communication and Coordination

The Contractor shall:

- Provide detailed release notes, rollback plans, and testing documentation prior to deployment.
- Coordinate deployments with the State's release calendar, freeze periods, and approval workflows.
- Conduct a post-deployment review within five (5) business days of each major rollout.
- Compliance and Reporting.
- SLA performance metrics shall be tracked and reported monthly.
- Chronic SLA violations (two (2) or more in a quarter) may trigger corrective action plans or contractual remedies as specified elsewhere in this agreement.

### **Backup And Restore Service Level Agreement (SLA)**

To ensure data resilience, system continuity, and compliance with State IT policies, the Contractor shall implement and maintain a robust Backup and Restore strategy. This section outlines the minimum service level expectations for the frequency, integrity, security, and recovery of system and data backups throughout the duration of the contract.

#### **1. Purpose**

The purpose of this Service Level Agreement (SLA) is to ensure that all critical system components and data are regularly backed up and can be fully restored within defined timeframes in the event of data loss, system failure, or disaster recovery scenarios.

#### **2. Backup Requirements**

The Contractor shall implement automated, scheduled backups that meet the following standards:

- Frequency:
  - Daily incremental backups of application, configuration, and user data.
  - Weekly full system backups.
- Retention:
  - Daily backups retained for at least fourteen (14) days.
  - Weekly backups retained for at least ninety (90) days or longer if specified by the State.
- Storage:
  - Backups must be stored in secure, geographically redundant locations with appropriate encryption (AES-256 or better).

- Scope:
  - Includes application data, metadata, system configurations, audit logs, and third-party integrations as applicable.

### 3. Restore Requirements

The Contractor shall meet the following restore targets:

**Table 37-3: Restore Targets**

| Recovery Type             | Recovery Time Objective (RTO) | Recovery Point Objective (RPO) |
|---------------------------|-------------------------------|--------------------------------|
| Critical production data  | ≤ 8 business hours            | ≤ 1 business day               |
| Non-critical environments | ≤ 8 business hours            | ≤ 2 business days              |

- All restore operations shall be fully validated and documented.
- Emergency restore requests must be acknowledged within one (1) hour and executed within the applicable RTO.

### 4. Testing and Validation

- Restore tests shall be conducted at least quarterly in coordination with the State to ensure backup integrity.
- Testing shall include sample data sets and full environment recovery drills.
- Reports from each test must be submitted to the State within five (5) business days.

### 5. Reporting and Compliance

- Backup logs, status reports, and exception summaries shall be shared with the State monthly.
- Any backup failures must be remediated and reattempted within twenty-four (24) hours.
- Backup and Restore processes must comply with State policies including SAM, SIMM, and applicable NIST standards.

### 38. Liquidated Damages

Liquidated Damages are intended to encourage timely completion of critical project milestones and the provision of reliable and responsive services from the Contractor. The purpose of this Liquidated Damages provision is to ensure adherence to the requirements of the Agreement and to set an amount in advance of contractual non-compliance to compensate California Air Resources Board for damages that are impractical or extremely difficult to estimate, but which would be sustained by the California Air Resources Board in the event the Contractor fails to perform services as agreed. The Liquidated Damages are intended to be a reasonable estimate of the damages and costs the California Air Resources Board would sustain as a result of non-compliance with the terms of the Agreement. These amounts are not punitive. California Air Resources Board and Contractor, therefore, agree that in the event the Contractor fails to perform certain agreed upon services in a timely manner as specified in [SECTION 37. Service Level Agreements \(SLAs\)](#), California Air Resources Board may assess the Contractor for such amounts as Liquidated Damages (per [SECTION 38.1. Liquidated Damages Cap](#) and [SECTION 38.3. Calculation of Liquidated Damages](#)) and not as a penalty.

The liquidated damages that may be assessed by the State as a result of the Contractor's delay or failure to perform its obligations in accordance with the terms of this Agreement are as described in the SLAs. Contractors shall pay Liquidated Damages as set forth in the Agreement.

The State shall calculate Liquidated Damages owed to the State on a monthly basis. The State may deduct Liquidated Damages from Contractor's fees as earned or may assess such Liquidated Damage fees via a separate invoice at any time during the Agreement or within thirty (30) days after the Agreement ends.

The parties agree that any delay or failure by Contractor to timely perform its obligations under this Agreement will interfere with the proper and timely implementation of the solution, to the loss and damage to the State. The State will incur costs to maintain the functions that would have otherwise been performed by the Contractor. Delays caused by the State will not result in damages charged to the Contractor.

The Assessment of liquidated damages is subject to the dispute resolution process in accordance with the Information Technology - General Provisions Cloud-Computer Services, DGS PD 402-ITGP Cloud (2/20/2025) *section 17*, Dispute Resolutions.

### **38.1. Liquidated Damages Cap**

If imposed, Liquidated Damages shall be no more than \$100,000 per day, from notice and total Liquidated Damages shall not exceed Fifteen Percent (15%) of the total contract amount.

### **38.2. Payment of Liquidated Damages**

CARB may deduct Liquidated Damages from Contractor's invoices or may assess such Liquidated Damages via a separate invoice at any time during the Agreement or within thirty (30) days after the Agreement ends. The State will notify the Contractor Representative [SECTION 8. Contract Representatives](#) in writing of any claim for Liquidated Damages pursuant to this section on or before the date the State deducts such sums from money payable to the Contractor. If the [Department] imposes Liquidated Damages, upon notification by [Department], the Contractor shall show the Liquidated Damages as a subtracted item from its invoice(s) to [Department].

Imposition of Liquidated Damages does not constitute a waiver of the State's right to issue a Stop Work Order in accordance with the Information Technology - General Provisions Cloud-Computer Services, DGS PD 402-ITGP Cloud (2/20/2025), *section 18, Stop Work* or terminate the agreement pursuant to the Information Technology - General Provisions Cloud-Computer Services, DGS PD 402-ITGP Cloud (2/20/2025), *section 16.3, Termination For Default*. In the event of such a termination, the State shall be entitled, at its discretion, to recover actual damages caused by the Contractor's failure to perform its obligations under this Agreement.

### **38.3. Calculation of Liquidated Damages**

It is the policy of the California Legislature to use the liquidated damage provisions in state contracts, as shown by Civil Code, Section 1671 (b) and Public Contract Code Section 10226. The parties agree that if the Contractor does not provide or perform the requirements referred to or listed in this SOW, damage and harm to CARB might result.

The State and the Contractor, therefore, agree that quantifying the losses arising from any unreasonable delay in the Contractor's delivery of the data or other products or any other breach of a material provision of the Contract by Contractor is inherently difficult insofar as such delay or other breach may cause CARB and the State of California irreparable, serious or substantial harm or damage to taxpayers or to the

environment. The Parties further stipulate that the agreed upon amount of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon the Parties' experience and given the nature of the losses that may result from said delay or other breach. The Parties hereto have computed, estimated, and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This liquidated damages amount shall be up to the full amount paid under this Contract, which shall not exceed \$4,000,000. Each such delay or breach shall be a basis for the payment of liquidated damages. In the case of each unreasonable delay in the delivery of a deliverable, the amount of the liquidated damages shall be the total amount paid for each deliverable. For any other breach, the liquidated damages shall be the total amount paid and all costs and expenses associated with enforcing this liquidated damages clause (if any), which total amount shall not exceed \$4,000,000. This liquidated damages clause is in addition to all other remedies available to the State under existing law or pursuant to any other provision of this Contract, including the terms in [SECTION 37. Service Level Agreements \(SLAs\)](#) . This liquidated damages clause will not apply to any delays that are remedied (and paid) through the application and fulfillment of penalty obligations set out in the SLA provisions of this Contract.

### **39. Unanticipated Tasks**

This Agreement shall include Unanticipated Tasks, the cost of which shall be calculated on a time-and-materials basis and shall not exceed 10% of the total Agreement value of the base contract term. Unanticipated Tasks shall include only services, including work products, not specifically set forth in this Agreement, but which are subsequently identified as in-scope and necessary for the successful delivery of the services described in this Agreement. Change Request Process identified in Section 17 of [EXHIBIT A: STATEMENT OF WORK](#) shall be completed for all Unanticipated Tasks. Prior to commencement of any work being performed for Unanticipated Tasks, the Contractor shall have received an approved Change Request Form (CR) [ATTACHMENT 18: CHANGE REQUEST FORM](#). Once an approved CR is received, the WOA, [ATTACHMENT 19: WORK ORDER AUTHORIZATION FORM](#), will be submitted to the Contractor to begin work. The labor rates for Unanticipated Tasks shall not exceed the hourly rates as stated in [EXHIBIT D: COST WORKBOOK](#). WOAs for Unanticipated Tasks shall include the Contractor's estimated number of hours per labor classification required to complete the work, multiplied by the hourly labor rates specified in [EXHIBIT D: COST WORKBOOK](#). Upon completed work, the State will provide Contractor with the [ATTACHMENT 20: WORK ORDER AUTHORIZATION ACCEPTANCE DOCUMENT \(WAAD\)](#). The State will release payment for any WOA upon State Acceptance of the acceptance criteria specified in the approved WOA in accordance with [SECTION 41. Budget Detail and Payment Provisions](#).

## 40. Post Evaluation for IT Services Contracts

The Contractor providing IT services to the State of California is hereby advised that the Contractor's performance shall be evaluated in writing when the criteria provided below is met.

- For IT service Agreements in the amount of \$500,000.00 or more, the Contractor's performance evaluation will be prepared on a Post Evaluation for IT Services Contracts (STD 971).

The post evaluation shall be prepared within sixty (60) days of the completion of the contract and maintained in the Agreement file. Any unsatisfactory post-evaluation will be sent to the Contractor within fifteen (15) days of submitting the post-evaluation. The Contractor may comment on a negative post evaluation. Completed STD 971 forms will be submitted to California Department of Technology (CDT) at [Form971@state.ca.gov](mailto:Form971@state.ca.gov). The Contractor's statement defending his or her performance (for negative or unsatisfactory evaluations), shall be submitted to CDT (at the email address provided above) and to CARB.

## 41. Budget Detail and Payment Provisions

### 41.1. Payment Terms and Invoicing Requirements

The maximum amount of the base contract payable under this contract will be \$TBD. The maximum amount of each contract extension is \$TBD per year.

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to pay the Contractor for said services in accordance with the rates specified in [EXHIBIT D: COST WORKBOOK](#).

Invoices shall be submitted in triplicate not more frequently than monthly in arrears to the address provided below and must include:

1. The Contractor name, address and phone number
2. The Contract Number «Agreement Number»

3. The Contractor's invoice number
4. The invoice date
5. Dates of services performed and/or deliverables completed
6. Applicable Deliverables Expectation Document and Deliverable Acceptance Document
7. The invoice must contain a separate line reflecting the total invoice amount less 10% for withholding
8. Invoices shall be submitted to: [itfinancials@arb.ca.gov](mailto:itfinancials@arb.ca.gov) & [AccountsPayable@arb.ca.gov](mailto:AccountsPayable@arb.ca.gov).

#### **41.2. Budget Contingency Clause**

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

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

#### **41.3. Prompt Payment Clause**

Payment for services under this Contract shall be made in accordance with the State of California's Prompt Payment Act (Government Code Section 927 et seq.) The Prompt Payment Act requires State agencies to pay properly submitted, undisputed invoices within forty-five (45) calendar days of initial receipt.



#### **41.4. Sales Tax**

Sales tax is not to be included in [EXHIBIT D: COST WORKBOOK](#). If awarded the Contract, sales tax, if applicable, should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the service is to be provided. See California Department of Tax and Fee Administration Regulation 1502 (f) (1) (D).

#### **41.5. Payment Withhold**

In accordance with Public Contract Code, §12112, the State will withhold, from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of the payment. Such retained amount shall be held by the State and only released to the Contractor upon the State's Project Manager determining that the Contractor has satisfactorily completed all the required services related to the Final System Acceptance in accordance with [SECTION 28. System Testing and Acceptance Procedures](#) or [ATTACHMENT 22: DELIVERABLE ACCEPTANCE DOCUMENT](#).

The Contractor may submit a written request to release the amount withheld, along with an invoice labeled "FINAL INVOICE", once it has been determined that the needs of the Contract have been fulfilled as determined by the State Contract Manager identified in [SECTION 18. Tasks and Deliverable Requirements](#).

Any invoices submitted without the above referenced information may be disputed and returned to the Contractor for further re-processing.

#### **41.6. Payment Method**

The payment schedule for this contract is deliverables-based except for unanticipated tasks which are paid in arrears at the rates indicated in [EXHIBIT D: COST WORKBOOK](#).

Each Deliverable shall be billable upon CARB acceptance of the Deliverable outlined in Section 19.3 [EXHIBIT A: STATEMENT OF WORK](#). In cases where CARB acceptance of a Deliverable requires concurrent or prior CARB acceptance of one (1) or more other Deliverables, the Deliverable shall be billable upon acceptance by the CARB of both that Deliverable and the concurrent or prior Deliverable(s). In no event shall payment be made for a deliverable until all prior deliverables have received acceptance from the CARB.

The CARB shall make payments to the Contractor only once a month and only for those deliverables for which acceptance by CARB was provided during the previous month.

#### **41.7. Cost Limitation**

The total amount of this Agreement shall not exceed the amount specified in the Standard Agreement, and any amendments thereafter.

#### **41.8. Contractor Name Change**

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

#### **41.9. Travel and Per Diem Expenses**

There will be no travel or per diem costs reimbursed under this contract.

#### **41.10. Final Billing**

Invoices for services must be received by the State within ninety (90) days following each State fiscal year, or ninety (90) days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

### **42. General Provisions – Information Technology**

The Contract awarded as a result of this solicitation shall automatically incorporate by reference the following:

- Information Technology General Provisions - **Cloud** (Revised 2/20/2025)
  - <https://www.dgs.ca.gov/%7E/media/Divisions/PD/Acquisitions/Solicitation-Documents/Attachments/IT-General-Provisions-Cloud-DGS-PD-402ITGP-Revised-02202025.pdf>

### 43. GenAI Technology Disclosure Obligations

The Contractor must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” as used in this section shall have the same meaning set forth in the [State Administrative Manual \(SAM\) § 4986.2 Definitions for GenAI](#).

Use of GenAI during BECRT solution development requires approval from CARB ISO and CDT. In addition, use of GenAI as part of the BECRT solution requires approval from CARB ISO.

### 44. Glossary of Terms

**Table 44-1: Glossary of Terms**

| Term                | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agency/State entity | <p>Agency: When used lower case (agency), refers to any office, department, board, bureau, commission or other organizational entity within state government. When capitalized (Agency), the term refers to one of the state’s super agencies such as the State and Consumer Services Agency or the Health and Human Services Agency.</p> <p>State Entity: Any entity within the executive branch that is under the direct authority of the Governor, including, but not limited to, all agencies, departments, boards, bureaus, commissions, councils, institutions, offices, or other distinct governmental organization not specifically exempted from adherence to the legal and regulatory requirements related to information security and privacy set forth herein.</p> |
| Agreement           | A legally binding obligation or contract by whatever name known or in whatever format used (including purchase orders), between the State and another entity, public or private, for the provision of goods or services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| BECRT               | Building Embodied Carbon Reporting Tool                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| Term                    | Definition                                                                                                                                                                                                                                                                                                                 |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bidder                  | <ol style="list-style-type: none"> <li>1. A supplier who submits, or has identified their intention to submit, a bid to the State in response to a solicitation.</li> <li>2. An individual, sole proprietorship, firm, partnership, corporation, or any other business venture that responds to a solicitation.</li> </ol> |
| CARB                    | California Air Resources Board                                                                                                                                                                                                                                                                                             |
| Carbon Intensity        | The quantity of life-cycle greenhouse gas emissions per unit of building material, and specifically the ratio between the net upstream carbon dioxide impact (emissions minus storage) of a material and the weight of the material.                                                                                       |
| Company                 | A company is the core reporting entity. A company may contain several user roles in BECRT.                                                                                                                                                                                                                                 |
| Company Code            | User-defined "short name" that could be used as the readable text to identify these entities in Excel data submissions.                                                                                                                                                                                                    |
| Compliance Monitoring   | The tool compares reported carbon data against state reduction targets and flags data that does not meet BECRT validation standards.                                                                                                                                                                                       |
| Contract                | A legally binding obligation or agreement by whatever name known or in whatever format used (including purchase orders), between the State and another entity, public or private, for the provision of goods or services.                                                                                                  |
| Contractor              | The business entity with who the State enters into a contract.                                                                                                                                                                                                                                                             |
| Correspondence Category | A functional classification to which a correspondence is associated.                                                                                                                                                                                                                                                       |
| Correspondence Entry    | An individual message within a Correspondence, recorded with metadata such as user and timestamp.                                                                                                                                                                                                                          |
| Correspondence Thread   | A conversation thread consisting of one or more CorrespondenceEntry, associated with a CorrespondenceCategory.                                                                                                                                                                                                             |
| Data Submission         | Greenhouse Gas (GHG) Emissions, Product Descriptions, Product Information, Product Quantities, Product Units of Measurement, Product Costs, Raw Materials, Fuels Used, and Product Transfer information companies are required to submit to CARB covered in Section 2, 38531.3 of the Health and Safety Code.              |
| EIN                     | Employer Identification Number.                                                                                                                                                                                                                                                                                            |

| Term                                             | Definition                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Embodied Carbon Trading System                   | A market-based credit trading platform of greenhouse gas emissions exchanges, banking, credits, and other transactions, governed by rules and protocols established by the state board, that result in the same greenhouse gas emission reduction, over the same time period, as direct compliance with a greenhouse gas emission limit or emission reduction measure adopted by the state board pursuant to this division. |
| Entity Undertaking the Construction of a Project | A person or entity who owns the real property that is the subject of a development agreement.                                                                                                                                                                                                                                                                                                                               |
| Environmental Ledger                             | A set of data tables that form a centralized registry for building materials used in California.                                                                                                                                                                                                                                                                                                                            |
| External Submitter                               | A CompanyAdmin user or DataSubmitter user performing external data submissions.                                                                                                                                                                                                                                                                                                                                             |
| External User                                    | A person outside of CARB submitting Company data to the system using CARB's authentication service.                                                                                                                                                                                                                                                                                                                         |
| External Users                                   | Can create an account, manage their password, register their company, and other functions depending on their CompanyRole.                                                                                                                                                                                                                                                                                                   |
| Facility                                         | Location where building material is manufactured, which may be separate from company location.                                                                                                                                                                                                                                                                                                                              |
| Facility Reporting Tool                          | Excel data submission by a manufacturer.                                                                                                                                                                                                                                                                                                                                                                                    |
| Fee                                              | Administrative cost assessed to companies that fall within a threshold defined by CARB.                                                                                                                                                                                                                                                                                                                                     |
| GHG                                              | Greenhouse gas(es).                                                                                                                                                                                                                                                                                                                                                                                                         |
| Importer                                         | a.k.a. "First Handler." The party who owns a building material at the time it enters California for use or sale.                                                                                                                                                                                                                                                                                                            |
| Importer Reporting Tool                          | Excel data submission by an importer.                                                                                                                                                                                                                                                                                                                                                                                       |
| Internal Reviewer                                | An InternalAdmin- or InternalUser-assigned InternalReviewer with the authority to review and validate data submissions.                                                                                                                                                                                                                                                                                                     |
| Internal Submitter                               | An InternalAdmin or InternalUser performing internal data submissions.                                                                                                                                                                                                                                                                                                                                                      |

| Term                          | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Internal Users                | Can login, participate in correspondence, monitor reports and review and submit data. (These users must have @arb.ca.gov email accounts).                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Ledger Transaction            | A specific row in the Ledger.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Low-Carbon Building Standard  | A framework created pursuant to Section 38561.3 to reduce by 40 percent the carbon intensity of the materials used in newly constructed buildings identified in paragraph (1) of subdivision (c) of Section 38561.3 and within the embodied carbon trading system, to facilitate a credit trading platform for building materials along with other requirements as specified.                                                                                                                                                                                |
| Manufacturer                  | Buidling material manufacturers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Manufacturer Reporting        | Manufacturers must provide facility-level carbon data for CARB-defined Environmental Product Declarations (EPDs) or the equivalent.                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Material Deviation            | <p>A deviation in the bid response that cannot be accepted by the State because it is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity, or quality of items bid, amount paid to the Contractor, or on the cost to the State. Material deviations cannot be waived.</p> <p>Example: The solicitation required a system that would serve 500 users and the bidder only offered a system that would serve 250 users.</p> |
| Material Life-Cycle           | The aggregate of greenhouse gas emissions associated with material production, as defined in the International Organization for Standardization (ISO) 14040 series of standards with a focus on the Product Stage phases (A1-A3).                                                                                                                                                                                                                                                                                                                            |
| Modified Off-The-Shelf (MOTS) | Typically, a COTS product with source code made available to the purchaser to allow for modifications. The product may be customized by the purchaser, by a vendor, or by another party to meet the requirements of the customer. Since MOTS product specifications are written by external sources, purchasers may not have control of future changes to the product.                                                                                                                                                                                       |

| Term                        | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MRR                         | Mandatory Reporting Regulation system. Reporting of greenhouse gas (GHG) emissions by major sources is required by the California Global Warming Solutions Act of 2006 (AB 32). The Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR) is applicable to electricity generators, industrial facilities, fuel suppliers, and electricity importers. A summary of reported GHG emissions data reported under MRR are made public each year, and the data used by the Cap-and-Trade Program and included in California Greenhouse Gas Inventory.                                                                                                                                                                                    |
| Non-Functional Requirements | Non-functional requirements provide criteria to evaluate the operation of an enabling solution and primarily represent qualities of (expectations and characteristics) and constraints on (e.g., governmental regulations) the solution. They capture conditions that do not directly relate to the behavior or functionality of the solution, but rather describe environmental conditions of an effective solution or productive qualities of the solution. Mid-level non-functional requirements also define quality of service requirements, such as those relating to required capacity, speed, security, privacy, availability, response time, throughput, usability, and the information architecture and presentation of the user interfaces. |

| Term                      | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Open Source Software/Code | <p>Software that includes distribution terms that comply with the following criteria provided by the Open-Source Initiative. The open source definition used here is from the Open Source Initiative and is licensed under a Creative Commons Attribution 2.5 License (<a href="http://creativecommons.org/licenses/by/2.5/">http://creativecommons.org/licenses/by/2.5/</a>)</p> <ol style="list-style-type: none"> <li>1. Free Redistribution: The software can be given as part of a package with other applications;</li> <li>2. Source Code: The code must either be distributed with the software or easily accessible;</li> <li>3. Derived Works: The code can be altered and distributed by the new author under the same license conditions as the product on which it is based;</li> <li>4. Integrity of the author's source code: Derived works must not interfere with the original author's intent or work;</li> <li>5. No discrimination against persons or groups;</li> <li>6. No discrimination against fields of endeavor: Distributed software cannot be restricted in who can use it based on their intent;</li> <li>7. Distribution of license: The rights of the program must apply to all to whom the program is re-distributed without need for an additional license;</li> <li>8. License must not be specific to a product; Meaning that an operating system product cannot be restricted to be free only if used with another specific product;</li> <li>9. License must not contaminate other software; and</li> <li>10. License must be technology-neutral.</li> </ol> |
| Owner-Builder             | The Owner of the Project, that may also be, but is not necessarily, the Builder of the project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Product Tracking          | The system tracks materials at various points through their supply chain (manufacturing facility, importer (or “first handler”), and construction site) maintaining a verifiable record of carbon intensity for each manufactured building material and construction project covered by the regulation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |



| Term                              | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project/Transitional Requirements | Project/transition requirements describe capabilities that the solution must have in order to facilitate the transition from the current state of the enterprise to a desired future state. Mid-level project/transition requirements are differentiated from other requirement types because they are usually temporary in nature and will not be needed once the transition is complete. They typically cover process requirements imposed through the Contract, such as mandating a particular design method, administrative requirements, data conversion and migration from existing systems, interfaces, skill gaps that must be addressed, and other related changes required to reach the desired future state. |
| Project                           | A construction project undertaken by the owner-builder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Project Reporting Tool            | Excel data submission by a owner-builder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| PSA                               | Person with Signature Authority at a Company.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Reduction Compliance Ledger       | In future rule making, manufacturing facilities will be required to demonstrate that they have reduced emissions associated with building materials sold into California. The Reduction Compliance ledger will document the annual emissions of covered manufacturers and assess their progress towards reduction targets.                                                                                                                                                                                                                                                                                                                                                                                              |
| Registrant                        | Role for an external user performing an initial registration of their company.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Reporting                         | System provides the ability to generate reports for CARB internal data review and analysis of data submitted by building material manufacturers, owner-builders, and importer/exporters. The system will also allow reporters to access a limited number of predefined data reports.                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Responsive Bidder                 | A Bidder whose solicitation response is compliant with the solicitation requirements and indicates performance without deviation from the terms and conditions of the proposed contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

| Term                  | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Responsible Bidder    | <p>A Bidder who is fully capable of performing the contract. Considerations include a supplier deemed to satisfactorily demonstrate some or all of the following, pertinent to the specific transaction:</p> <ol style="list-style-type: none"> <li>1. The capability to comply with the required or proposed delivery or performance schedule considering all existing commitments;</li> <li>2. A satisfactory record of performance;</li> <li>3. A satisfactory record of integrity;</li> <li>4. Qualified and eligible to receive an award under all applicable laws and regulations; and/or</li> <li>5. Necessary organization, experience, operational controls and technical skills (or the ability to obtain them).</li> </ol> <p>A Bidder is responsible if they possess the experience, facilities, reputation, financial resources and are fully capable of performing the contract.</p> |
| Reporting             | System provides the ability to generate reports for CARB internal data review and analysis of data submitted by building material manufacturers, owner-builders, and importer/exporters. The system will also allow reporters to access a limited number of predefined data reports.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Reporting Period      | A calendar year grouping of report submissions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Scope 1 GHG Emissions | Direct Emissions: Emissions from sources owned or controlled by a company. E.g., fuel combustion in company-owned vehicles either on site or during delivery of material to consumer using company vehicles, on-site manufacturing or industrial processes, emissions from boilers, furnaces, or generators.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Scope 2 GHG Emissions | Indirect Emissions from Energy: Scope 2 emissions do not physically occur on a company's site. Scope 2 emissions are from the HG emissions of from off-site production of electricity, steam, heating, and cooling for company's on-site use.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

| Term                  | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Scope 3 GHG Emissions | Other Indirect Emissions: All indirect emissions not included in Scope 2 emissions. Scope 3 emissions do not physically occur on a company's site. This would include upstream activities (emissions prior to company receipt of product or service). E.g., emissions from production of goods and services purchased by a company; manufacturing of machinery used by company, business travel and employee commuting. Also included are downstream activities (emissions after the company delivers a product or service to consumers). E.g., emissions from energy consumed when customers use a company's product and emissions from energy used during third party delivery of product to customers or retailers. |
| Submittal Period      | The data Submittal Period is the period of time in which companies are able to provide a data submission to CARB.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Third Party           | A Data Submitter as defined by the Person with Signatory Authority, that is not an employee or share a company domain with the PSA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Waiver Request        | Request for a company who is subject to submit annual data and/or fees to be exempt from data submission and/or pay fees to CARB.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

## **EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS**

Refer to the Excel Workbook file on Cal eProcure labeled [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

## **EXHIBIT C: DELIVERABLES AND MILESTONES TABLE**

Refer to the Excel Workbook file on Cal eProcure labeled [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#).

## **EXHIBIT D: COST WORKBOOK**

The cost workbook shall be completed in accordance with the instructions in [SECTION 4. COST](#) and [SECTION 5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#).

Refer to the Excel Workbook file on Cal eProcure labeled [EXHIBIT D: COST WORKBOOK](#).