STATE OF CALIFORNIA
DEPARTMENT OF TECHNOLOGY
STATEWIDE TECHNOLOGY PROCUREMENT

STANDARD AGREEMENT AMENDMENT

TECH 213A (rev. 06/2020)

REGISTRATION NUMBER	
AGREEMENT NUMBER	AMENDMENT NUMBER
19-20-006	5

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTOR NAME
MB3 Inc. dba Civix

2. The term of this Agreement is: Start Date: September 24, 2019
End Date: September 23, 2026

3. The maximum amount of this Agreement after this Amendment is: $1,995,994.57 (One Million, Nine Hundred Ninety-Five Thousand, Nine Hundred Ninety-Four Dollars and Fifty-Seven Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits and/or actions noted below, which are by this reference made a part of the Agreement and incorporated herein:

EXHIBITS	PAGES
Exhibit A* - Cloud Computing SaaS General Provisions Dated: June 7, 2019	29
Exhibit B* - Cloud Computing Service Special Provisions Dated: March 15, 2018	6
Exhibit C - Statement of Work	26
Exhibit D – Deliverables Owner Occupied Reconstruction (OOR) Project Deliverables and Specifications	6
Exhibit E – Bidder Requirement Spreadsheet Owner Occupied Reconstruction System	3
Exhibit F – Cost Workbook	12
Exhibit G* - Final Invitation to Negotiate (ITN) 2019-002 Solicitation, including all replacement addenda	153
Exhibit H* - Contractor's Final Response to (ITN) 2019-002 Solicitation, including replaced BAFO and BAFO 2	135
Exhibit I - CDBG-DR Terms and Conditions	5

ACTION(S)

A. This amendment adds $99,309.77 increasing the total cost of the contract from $1,896,684.80 to $1,995,994.57.
B. Exercise Optional Extension of one additional year. New contract term is September 24, 2019, through September 23, 2026, and update Contracts Contact information.
C. This amendment replaces Exhibit C, Statement of Work, Amendment 4, and replaces it with Exhibit C, Statement of Work, Amendment 5 dated May 01, 2025. GenAI information section 22.1 and 22.2 from STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES INFORMATION TECHNOLOGY GENERAL PROVISIONS NON-CLOUD PROCUREMENT DIVISION GOODS & SERVICES DGS PD 403-ITGP Non-Cloud (REV. 02/20/2025) are added as section 32 of Exhibit C.
D. This amendment replaces Exhibit F, Cost Workbook, Amendment 4 dated May 9, 2022, and replaces it with Exhibit F, Cost Workbook, Amendment 5 dated May 01, 2025. The following were updated:
   1) Cost Worksheet #3-Maintenance and Operation Optional Years:
      a. Table R.3.2. Maintenance and Operations Amendment 3. Is decreased by $32,690.23 from $264,000 to $231,309.77 to disencumber funds not used.
      b. Table R.3.2.2. Maintenance and Operations Amendment 5 was added to show a balance of $132,000 for Amendment 5.

All other terms and conditions shall remain the same. Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.

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

CONTRACTOR

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
MB3 Inc. dba Civix

CONTRACTOR AUTHORIZED SIGNATURE
Angele C. Romig

PRINTED NAME AND TITLE OF PERSON SIGNING
Angele C. Romig, Divisional CEO

ADDRESS
3300 West Esplanade Avenue, Suite 400, Metairie, LA 70002

DATE SIGNED

STATE OF CALIFORNIA
CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY AUTHORIZED SIGNATURE
Zeeshan Chaity

PRINTED NAME AND TITLE OF PERSON SIGNING
Zeeshan Chaity

CONTRACTING AGENCY ADDRESS
651 Bannon Street, Suite 400, Sacramento, CA 95811

DATE SIGNED

Department of Technology (CDT), Statewide Technology Procurement (STP) Use Only

California Department of Technology
APPROVED
DATE 05/29/2025
Signed
Statewide Technology Procurement

Exhibit C

Statement of Work, Amendment 5

1.0 PURPOSE AND BACKGROUND

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

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

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

Exhibit D-2 – Deliverables Table - Amendment 2
Exhibit E-2 – Requirements – Amendment 2
Exhibit F-2 – Cost Workbook – Amendment 2

Amendment 3 is to exercise an optional extension of two additional years and add funds for Maintenance and Operations Services which includes unlimited licensing for 2017 OOR and 2018 OOR.

Amendment 4 is to exercise an optional extension of one additional year and add funds for Maintenance and Operations Services which includes unlimited licensing for 2017 OOR and 2018 OOR Instances. This is to be utilized in fiscal year 2024-2025.

Amendment 5 is to exercise an optional extension of one additional year and add funds for Maintenance and Operations Services which includes unlimited licensing for 2017 OOR and 2018 OOR Instances. This is to be utilized in fiscal year 2025-2026.

Exhibit F – Cost Workbook – Amendment 5

2.0 CURRENT ENVIRONMENT

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

3.0 DESCRIPTION OF PROPOSED NEW SYSTEM

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

The solution will manage homeowner grants to disaster survivors to rebuild/reconstruct their homes, and potentially, reimburse homeowners for costs previously incurred due to the disaster. The solution will share data with the GMS. For further detail and illustration, Attachment 4 contains a diagram of the proposed OOR program workflow. This solution must have been used by HUD grantees and monitored by HUD with all system related findings having been resolved.

4.0 TERM OF AGREEMENT

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

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

5.0 CONTRACTS CONTACT

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

State – Contract Manager	
Name, Title:	Mayura Khanwalkar, Chief Applications Officer
Address:	651 Bannon Street, Suite 400 Sacramento CA 95811
Phone Number:	(916) 829-0347
Fax Number:	
E-mail address:	Mayura.Khanwalkar@hcd.ca.gov

6.0 CONTRACTOR NAME CHANGE

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

7.0 AMENDMENTS

Consistent with the terms and conditions of the solicitation, at the discretion of the State and upon mutual consent, HCD and the Contractor may execute amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties. Amendments to increase quantities of products/services shall be at the same rates identified in Exhibit F (Cost Workbook).

8.0 SOLUTION REQUIREMENTS

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

The new system is a portal for all users – including both program and project applicants/personnel and HCD staff – to submit, interact with, and manage project data and information. Detailed requirements are found in Exhibit P (Bidder

Requirement Spreadsheet), and workflow view and task relationships can be found in Attachment 4.

In addition to the primary eGrants system for OOR, GCR will deliver a second instance of eGrants for HCD's 2018 CDBG-DR Owner Occupied Rehabilitation and Reconstruction Program. The second instance will be an exact duplicate of the eGrants system that GCR delivered to HCD for the management of its 2017 OOR Program.
Costs for the second instance of eGrants is limited to the effort to configure, test, and deploy the new instance, as well as ongoing maintenance and operations. There are no additional versions of the deliverables in Exhibit D required for the second instance as it is a replica of the initial eGrants system implementation.

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

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

8.1 SYSTEM GENERATED GRANT MANAGEMENT REPORTING

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

- **Budget** – Summary and detail information for both budget totals and budget line items: encumbrances, balance remaining, pending funds requests, disbursements, disencumbrances, recaptured funds, total spent in Year to date and Inception to Date.

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

9.0 CLOUD PROVISION

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

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

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

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

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

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

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

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

10.0 STATE ROLES AND RESPONSIBILITIES

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

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

- **HCD Assistant Project Manager:** The HCD assistant project manager will provide back-up and project implementation support to the HCD project manager and will act as a secondary contact in the event that the project manager is temporarily unavailable. The HCD assistant project manager will be responsible for coordinating internal meeting schedules and tracking requests for information and other responses required from HCD.

- **Contract Manager (HCD CIO):** The Contract Manager will have signing authority on change requests as well as decision authority over changes that impact the project budget or that substantially alter any of the required functionality in the project. Communication with the Contract Manager will be managed through the HCD Project manager and HCD assistant project manager.

11.0 CONTRACTOR ROLES AND RESPONSIBILITIES

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

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

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

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

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

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

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

Key Contractor Staffing

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

12.0 ESCALATION PROCESS

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

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

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

A. First Level Escalation

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

B. Second Level Escalation

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

C. Third Level Escalation

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

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

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

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

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

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

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

12.1 SEVERITY DEFINITIONS

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

a. Severity 1: Service Unavailable

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

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

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

Contractor's Responsibility to Severity 1:

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

b. Severity 2: Service Impaired

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

Contractor's Responsibility to Severity 2:

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

c. Severity 3: Bug or Non-conformity

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

Contractor's Responsibility to Severity 3:

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

d. Severity 4: General Support Request

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

Contractor's Responsibility to Severity 4:

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

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

1. A workaround is a temporary fix to either an Equipment or Software deficiency such that core business functionality is restored and there are no significant impacts that prevent the business from operating as intended. All workarounds shall be approved by HCD, in writing, prior to implementation.

2. HCD does not anticipate that suitable workarounds will be available for Severity Level 1 or Severity Level 2 deficiencies. However, HCD is willing to consider workarounds suggested by the Contractor for these Severity Levels on a case-by-case basis.

3. A workaround for a Severity Level 1, Severity Level 2, or Severity Level 3 deficiency, if approved by HCD, shall result in a reduction of the Severity Level by at least one (1) level. The written approval provided by HCD shall note the reduction of Severity Level(s).

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

13.0 CHANGE CONTROL PROCEDURES

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

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

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

14.0 TASKS AND DELIVERABLES

Specific tasks related to the scope include the following:

1. Project kick-off

2. Project Management – Subject to the HCD approved implementation plan, progress meetings will include Contractor prepared detailed agendas and meeting

minutes as appropriate. The Contractor shall prepare a progress report and conduct weekly status meetings with the state. The HCD Project Manager and Contractor will work together to define the scope.

3. Analysis and Design – The Contractor shall work with HCD and the State to complete the gap analysis of needs and formulate System configuration and development needs into a final needs-based design plan. The Contractor must document functional and non-functional requirements to be reviewed and approved by HCD.

   a. Data Dictionary – The Contractor shall work with HCD, GMS system, and any other related system to develop a consolidated data dictionary, data mapping, and governance structure. This data dictionary shall be consistently updated for the duration of the contract.

4. Portal Design & Implementation - The end user internet portal for RecoverCa.org will be designed with HCD's Communication team and implemented. Notwithstanding any provision to the contrary in the Original Agreement, HCD will host the www.recover.hcd.ca.gov website and portal, which HCD shall continue to fully own. GCR will take all actions necessary to transfer control of the www.recover.hcd.ca.gov website and portal to HCD or to HCD's hosting provider, as directed by HCD, no later than July 17, 2020. HCD will make every reasonable effort to respond in a timely fashion to GCR to enable GCR to meet this deadline. If GCR does not meet the July 17, 2020 deadline due to HCD's failure to timely respond, then the deadline will be extended for a reasonable period not exceeding 14 days. GCR shall be responsible for its own costs associated with transferring the www.recover.hcd.ca.gov website and portal from GCR's hosting provider to HCD, or HCD's hosting provider, as applicable, and shall also take all actions necessary to timely effectuate and complete the transfer of all files, applications, security certificates, and related software to HCD's hosting provider necessary for the www.recover.hcd.ca.gov website and portal to function as defined in the Agreement.

5. No later than July 17, 2020, GCR will ensure the System is branded for California.

6. Quality Management - The Contractor shall be responsible for the professional quality, and timely completion of all activities to be executed under the Agreement and shall maintain quality assurance logs to be submitted weekly to the HCD Project Manager for review and approval. Contractor deliverables shall include the Quality Assurance Plan.

7. Training – The Contractor will provide role-based training for all impacted HCD staff, both business and technical users, and external users carrying out the

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

All deliverables defined in Exhibit Q Deliverables Table will become property of HCD upon complete system implementation. The Contractor will do all the following:

a. Pre-Go-Live:

Train up to 15 program staff. The Contractor is not responsible for any lack of HCD internal users to train due to delays in hiring by HCD or the procurement of program vendors by HCD.

Create a Training Plan that includes the following:

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

b. Post-Go-Live:

Complete two (2) end-to-end System trainings, with unlimited attendees, for HCD internal users and staff from procured contractors, to be scheduled at HCD's discretion;

Additional trainings for internal or external users, beyond the two discussed in the preceding sentence, will be presented as a change order to HCD in accordance with the change order procedures;

For any application changes that are outside the functionality identified in this Agreement, provide training for such changes; the cost of said training will be included in the level of effort estimate associated with the changes to be presented to HCD as a change order. The “level of effort estimate” will encompass the estimated effort required to complete the proposed application changes, provide any training for such changes, and update training materials and System and support documentation accordingly. A “level of effort estimate” will be presented to HCD with any submitted change order for requested work that is outside the scope of the Agreement.

7. Implementation - The Contractor shall be responsible for providing support to HCD during the implementation of any new or enhanced software components developed under the Agreement.

8. Project Closeout - Upon complete system implementation the Contractor shall comply with the project completion criteria below:

   - The Contractor and HCD shall conduct a project closeout meeting, at which time the Contractor shall submit to the HCD Project Manager a concluding status report indicating that all work and deliverables have been successfully completed according to the requirements defined.

9. Support and Maintenance - Support and maintenance of system and any upgrades shall be part of the maintenance duties that are part of this Statement of Work.

15.0 DELIVERABLE ACCEPTANCE CRITERIA

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

16.0 UNANTICIPATED TASKS

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

16.1 WORK ORDER AUTHORIZATION

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

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

17.0 DATA HANDLING AND OWNERSHIP

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

HCD owns the data stored within the System.

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

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

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

18.0 SECURITY

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

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

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

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

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

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

19.0 DISASTER RECOVERY

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

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

20.0 COMPATIBILITY AND INTERFACE

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

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

20.1 API (Application Program Integration)

The OOR developer must request the API's from HCD's GMS application to successfully integrate the OOR application with the GMS application. The OOR developer must provide its own API's to integrate with HCD's GMS application. The API's shall be used to integrate the two software systems to optimize efficiency between the OOR and GMS applications. The OOR developer must use the GMS API's to extend their web applications to push and pull data into and from the GMS application. The data sync process shall be automated. Multiple web browsers such as Internet Explorer and Google Chrome must be supported in the OOR and GMS production environment. All data traffic between the OOR and GMS applications must be secured and, if possible, encrypted. API testing must be completed before integrating the production OOR and GMS applications. Integration between eGrants and the GMS application will occur via flat file transfer. This will apply to deliverables 2.3.1 and 2.3.2.

20.2 Reporting

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

21.0 SYSTEM IMPLEMENTATION GUIDANCE AND APPROACH

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

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

22.0 TECHNOLOGY REFRESH

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

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

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

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

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

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

23.0 SYSTEM TESTING AND ACCEPTANCE PROCEDURES

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

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

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

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

23.1 ACCEPTANCE TESTING

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

Acceptance testing is intended to ensure that the services acquired under this Agreement result in successful and continued satisfactory levels of performance

throughout the term of this Agreement. The products and services acquired shall conform to HCD's requirements in this Agreement, while meeting performance standards and warranties. Acceptance testing will be conducted separately for both separate instances of eGrants, for 2017 OOR and for 2018 OOR.

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

23.2 FULL SYSTEM ACCEPTANCE

'Full system acceptance' is defined as acceptance of all required deliverables per Exhibit D – Deliverables Table and receipt by GCR of written confirmation from HCD of error-free processing of the System following complete system implementation.

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

At such time as GCR has received HCD's unconditional written confirmation of error-free processing as described in this section, GCR may commence invoicing for the maintenance and operations charges in the month following such full system acceptance. Full system acceptance will be provided by HCD for each separate instance of eGrants.

24.0 CORRECTIVE ACTION PLAN

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

1. HCD will notify the Contractor in writing within ten (10) business days after discovery of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.

2. The Contractor will, within five (5) business days after initial problem notification, respond to HCD by submitting a written detailed explanation describing precisely how the identified services and/or products adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products.

3. HCD will, within five (5) business days after receipt of the Contractor detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If HCD rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) business days of notification of rejection.

4. HCD will, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor.

5. If a Contractor project component or deliverable is rejected three (3) times by HCD, the Cure Notice process will follow.

25.0 CURE NOTICES

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

25.1 TRIGGERS FOR A CURE NOTICE

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

1. The Contractor continues to miss agreed-upon deadlines or fails to follow the Escalation and/or Corrective Action Plan processes;

2. Demonstrable evidence exists that the work is not being accomplished in accordance with the terms hereby;

3. Quality of deliverables does not meet HCD's standards;

4. The Contractor is non-responsive to HCD requests;

5. The system suffers consistent and severe deficiencies such that the system is not, in the HCD's subjective opinion, meeting HCD's needs or satisfying the Contractor's requirements under the Agreement.

26.0 TRAINING

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

The methods of training, support, and the forms of documentation will be detailed in the Training Plan, discussed in Section 14 of this Exhibit, and be mutually agreed upon by HCD and the Contractor.

Pre-Go-Live training is to be provided to the following. The Contractor is not responsible for any lack of HCD internal users to train due to delays in hiring by HCD or the procurement of program vendors by HCD.

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

2. Approximately 15 HCD internal end users. Scheduling of these training sessions to be reviewed and approved by HCD and will be scheduled at HCD's discretion.

3. Up to five (5) system super users. Duties may include, but not be limited to:

    a. HCD's first line of support for System issues for both our internal and external users.
    b. Liaise with the Contractor to maintain the reporting and dashboard infrastructure for the organization
    c. Interact with users and evaluate System issues

4. Three (3) HCD product administrators. The duties of these product administrators may include but not be limited to:

    a. Set up administrator and user accounts
    b. Provide advice and training to end-users
    c. This is a hands–on, senior technical position with Subject Matter Expertise (SME) on the implemented System

d. Liaise with the Contractor to plan and coordinate testing changes, upgrades, and new services, ensuring the System will operate correctly in current and future environments
e. Liaise with the Contractor for problem management activities such as issue resolution and root cause analysis

27.0 MAINTENANCE, OPERATIONS, PERFORMANCE

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

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

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

27.1 MAINTENANCE & OPERATIONS SERVICES

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

28.0 HELP DESK

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

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

29.0 SERVICE LEVEL AGREEMENTS (SLAS)

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

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

30.0 PROJECT PAYMENT TERMS

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

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

31.0 SELECT LEGAL PROVISIONS AND OTHER REQUIREMENTS

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

32.0 GENERATIVE ARTIFICIAL INTELLIGENCE

GenAI information section 22.1 and 22.2 from STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES INFORMATION TECHNOLOGY GENERAL PROVISIONS NON-CLOUD PROCUREMENT DIVISION GOODS & SERVICES DGS PD 403-ITGP Non-Cloud (REV. 02/20/2025) are included made part of this agreement.

22.1 DEFINITIONS:

For purposes of this Section, the following terms shall be given the meaning shown below. Capitalized terms used below and not defined in this Section shall have the meaning set forth in Section 1 (Definitions) or in the text of these General Provisions (ITGP Cloud).

22.1.1 Artificial Intelligence (AI): an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments (Gov Code §§ 11549.64 & 11546.45.5).

22.1.2 GenAI Training Data: any content, information, or data that is used to train, tune, test, or validate a GenAI, including text, images, video, audio, code, or similar types of input.

22.1.3 Generated Data: any output, results, content, or other data that is produced by GenAI, including but not limited to text, images, video, audio, code, or similar types of output.

22.1.4 Generative AI (GenAI): an AI system that can generate derived synthetic content, including text, images, video, and audio, that emulates the structure and characteristics of the system's GenAI Training Data (Gov Code §11549.64).

22.1.5 Hallucination: Generated Data that is nonsensical, false, or misleading, and is not based on real or existing data, but is instead produced by bias or the GenAI's extrapolation or creative interpretation of its Gen AI Training Data.

22.1.6 Materially Impacts: shall have the same meaning set forth in State Administrative Manual (SAM) 4986.2.

22.1.7 Prompt: any written, spoken, or rendered information provided as a query, command, or other form of input, to any GenAI in connection with this Contract. For avoidance of doubt, Prompt includes any input automatically detected or created by the GenAI, as well as any derivate works of a Prompt or collection of Prompts.

22.2 GENAI DISCLOSURE OBLIGATIONS:
22.2.1 Disclosure Obligations:
(a) Contractor must immediately 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 the System, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the same meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

(b) Such notification shall be provided to the State designee identified in this Contract.

(c) At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

(d) If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

22.2.2 Failure to Disclose or Discontinue GenAI Use: The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract, for default pursuant to Section 17 of the CLOUD COMPUTING – SOFTWARE AS A SERVICE (SaaS) GENERAL PROVISIONS (Revised and Effective 06/07/2019).

22.3 CONTRACTOR'S OBLIGATIONS FOR RESPONSIBLE USE:

22.3.1 Contractor shall ensure that it has obtained all necessary consents, permissions, and licenses from data subjects and third parties to use the GenAI for this Contract. Subject to Section 21 of the CLOUD COMPUTING – SOFTWARE AS A SERVICE (SaaS) GENERAL PROVISIONS (Revised and Effective 06/07/2019), Contractor represents and warrants, it has the appropriate U.S. Intellectual Property Rights associated with any GenAI used in the Deliverables provided under the Contract.

22.3.2 Contractor shall ensure that the GenAI included, or made available as part of the Deliverables is equitable, non-discriminatory, and reasonably well-designed to avoid harmful, offensive, dangerous, and unlawful impact. (Government Code 11549.63. Contractor shall be liable for any Hallucination produced by the GenAI that has an adverse impact on Generated Data or a Deliverable.

22.3.3 Contractor shall comply with all applicable laws and regulations, including as set forth in Section 7 of the CLOUD COMPUTING – SOFTWARE AS A SERVICE (SaaS) GENERAL PROVISIONS (Revised and Effective 06/07/2019) and these General Provisions in relation to the provision or use of any GenAI in the Deliverables.

22.4 GENAI TRAINING DATA OWNERSHIP:
Except as otherwise agreed to by the Parties, Contractor shall retain all ownership and

intellectual property rights in the GenAI Training Data it provides.

22.5 RIGHTS TO STATE GENERATED DATA:
In addition to Government Purpose Rights set forth in Section 29, of the CLOUD COMPUTING – SOFTWARE AS A SERVICE (SaaS) GENERAL PROVISIONS (Revised and Effective 06/07/2019) the Parties agree that Generated Data created from a State provided Prompt is not a derivative work of the GenAI Training Data. Notwithstanding the preceding sentence, in the event a court of competent jurisdiction determines that Generated Data created from a State-provided Prompt constitutes a derivative work of the GenAI Training Data, Contractor agrees to grant the State an unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right, and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Generated Data for any State Government Purpose Rights.

22.6 CONTRACTOR'S USE OF STATE DATA:
Contractor shall not incorporate any Non-Public State Data into GenAI Training Data and shall not otherwise utilize Non-Public State Data to train, tune, maintain, improve, or develop GenAI, except with the express written authorization from the State specifying the Non-Public State Data that may be used along with the acceptable scope of such usage.

33.0 ATTACHMENTS TO THE STATEMENT OF WORK

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

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

Deliverable #	Deliverable Name	Deliverable Specifications	2018 OOR Modifications Many of the deliverables of this amendment will leverage existing deliverables of the original OOR system already in use and accepted by HCD. Leveraged deliverables will be indicated below as 'Not Required'. All required deliverables will be required to be accepted by HCD prior to acceptance of the 5.6 Full System acceptance deliverable.	Dollar Value
		1.0 Analysis Milestones		
1.1	Kickoff Meeting	Kickoff Agenda (within 2 weeks of contract execution). ~~The following contractor staff will be required to be on site for the duration of this phase: Executive Sponsor and Project Manager.~~	Required	$2,500
1.2	Project Implementation Plan (PIP)	Found in Section 11.0 of the SOW (within 4 weeks of contract execution). Req. # 39	Not required	
	Decision Log	Included in the PIP.	Not required	
	Change Control Log	Included in the PIP.	Not required	
	Change Control Plan	Included in the PIP.	Not required	
	Defects, Risks, and Issues Log	Included in the PIP.	Not required	
	Project Schedule	Included in the PIP.	Required	$2,500
	Communication Plan	Included in the PIP.	Not required	
1.3	Validated Requirements Report	Validate understanding of requirements found in Section 14.0 subsection 3 of the SOW. Key contractor staffing will be required to be on site for the duration of this phase. The following contractor staff will be required to be on site for the duration of this phase: Project Manager, OOR SME's, Lead Tester. Req. #7, 8 and 10.	Not required	

1.4	Gap Analysis Results	Identify gaps between requirements and out of the box functionality found in Section 14.0 subsection 3 of the SOW. Req. #7, 8 and 10	Not required	
2.0 Project Design and Configuration Milestones				
2.1	Configuration Plan (Final Needs-Based Design Plan)	Identifies the process and schedule by which the gaps identified in the Gap Analysis will be configured in the system, as found in Section 14.0 subsection 3 of the SOW. Req.#,6, 7, 8, 10, 36, 38, 53, 54, 57, 59, 61-69, 71 and 72.	Not required	
2.2	Data Dictionary	The contractor will provide data mapping, a data dictionary, and a governance structure to facilitate HCD data retrieval (this will be an on-going deliverable throughout the life of the contract). See section 14.0 subsection 3.a of the SOW. There will be some on site work.	Not required	
2.3	Interface Design Plan - Flat File Transfer	Approach to effectively develop system interface capabilities with the new Grants Management System and DRGR using flat file transfer. Req.#3, 34, and 40.	Not required	

Deliverable #	Deliverable Name	Deliverable Specifications	2018 OOR Modifications Many of the deliverables of this amendment will leverage existing deliverables of 2017 OOR already in use and accepted by HCD. Leveraged deliverables will be indicated below as 'Not Required'. All required deliverables will be required to be accepted by HCD prior to acceptance of the 5.6 Full System acceptance deliverable.	Dollar Value
2.3.1	Interface Design Plan - API	Approach to effectively develop system interface capabilities with the new Grants Management System and DRGR using a direct API.	Not required	
2.3.2	Interface Design Plan – API (Fi$Cal)	Approach to effectively develop system interface capabilities with Fi$Cal using a direct API.	Not required	
2.4	Portal design & implementation	The end user internet portal for RecoverCa.org will be designed with HCD's Communication team and implemented. The portal must be ADA compliant. There will be some on site work. Req. #13, 14, and 63.	Not required	

Deliverable #	Deliverable Name	Deliverable Specifications	2018 OOR Modifications Many of the deliverables of this amendment will leverage existing deliverables of 2017 OOR already in use and accepted by HCD. Leveraged deliverables will be indicated below as 'Not Required'. All required deliverables will be required to be accepted by HCD prior to acceptance of the 5.6 Full System acceptance deliverable.	Dollar Value
		3.0 System Test Milestones		
3.1	Quality Assurance Plan (QAP)	Found in Section 14.4 of the SOW. Req. #2, 5, 9, 11, 12, 15-19, 21-29, 33, 41-47, 48, 50-52, 58, 60, 69, and 70	Not required	
	System Test Plan		Not required	
	Test Scripts		Not required	
	Requirements Traceability Matrix (RTM)	Must trace all requirements in Exhibit E.	Not required	
3.2	Test Environment Established	Found in Section 23.0 of the SOW	Required	$10,000
3.3	Test Results	Found in Section 23.0 of the SOW	Required	$8,000
3.4	User Acceptance Testing Completion Report	Report of all user acceptance test results and documentation that issues identified during user acceptance testing have been resolved. Found in Section 23.0 & 23.1 of the SOW. The Contractor must conduct user acceptance testing sessions on-site.	Required	$5,000
		4.0 Training Milestones		
4.1	Training Plan	Train users based upon roles. Training done on site. Found in Section 26.0 of the SOW	Not required	
	3 System Admins		Not required	
	5 Super Users		Not required	
	HCD End User Training Sessions (up to		Not required	
	Training Webinars/Videos for External users / applicants (2)		Not required	
	Training Schedule		Not required	
4.2	Training Evaluation and Attendance Report	Should document training effectiveness and attendance by end users	Not required	

4.3	Training Materials and User Manual	Materials and methods to be identified and specified in the Training Plan.	Not required	
5.0 System Implementation Milestones				
5.1	System Disaster Recovery Plan	Found in Section 19.0 of the SOW. Req. # 46 and 73	Not required	
5.2	Completed RTM	Contractor shall provide an RTM (Requirements Traceability Matrix) with all requirements (regardless of completion status) included in this SOW traced to successfully executed test scripts.	Not required	
5.3	Final Readiness Assessment	Document criteria showing that system is ready to go-live and identifies any outstanding risks and potential mitigations	Required	**$10,000**
5.4	Rollout Survey	Production Go-Live of Survey. Survey must be ADA compliant.	Required	**$25,200**
5.5	Rollout to Production Environment	Production Go-Live for remaining system	Required	**$125,000**

Deliverable #	Deliverable Name	Deliverable Specifications	2018 OOR Modifications Many of the deliverables of this amendment will leverage existing deliverables of 2017 OOR already in use and accepted by HCD. Leveraged deliverables will be indicated below as 'Not Required'. All required deliverables will be required to be accepted by HCD prior to acceptance of the 5.6 Full System acceptance deliverable.	Dollar Value
5.6	Full System Acceptance	Found in Section 23.2 of the SOW.	Required	$25,000
		6.0 Closeout Milestones		
6.1	Project Closeout Checklist	Includes documentation checklist and clearly identifies that all project milestones and requirements have been met.	Required	$5,000
6.2	Training	This includes any yet to be completed training pursuant to the HCD approved training plan from section 4.0 above. Any changes to the system since the approval of the initial training plan needs to be included in the final training plan.	Not required	
6.3	Final RTM	Contractor shall provide a final RTM with all completed requirements included in this SOW traced to successfully executed test scripts.	Not required	
6.4	Final Project Summary Report	Summary of project changes, changes to milestones and requirements, and any future to-be-met requirements.	Required	$5,000
6.5	Maintenance and Operations Plan	Found in Section 27.0, 27.1 and 29.0 of the SOW. The Plan should include roles and responsibilities for the contractor and HCD.	Not required	
6.6	Data Dictionary	The contractor will provide an updated data mapping and a data dictionary to facilitate HCD data retrieval (this will be an on-going deliverable throughout the life of the contract - see M&O Plan in Section 27.1 of the SOW).	Not required	

$223,200

Number	Mandatory Requirements - Amendment 2 Dated: January 15, 2021	Traceability		2018 OOR Modifications
		Exhibit D Deliverables	SOW	
1	The System shall provide scalable data storage.	3.1	8.0 pg 3	No Change
2	The System shall provide real-time access to data.	3.1	17.0 pg 13	No Change
3	The System shall import and export data files in a non-proprietary industry standard format such as ASCII, CSV, XML, or JSON.	2.3	8.1, pg 3	No Change
4	The System shall provide and accept legally binding electronic signature.	n/a	n/a	No Change
5	This requirement was removed for Amendment # 1.			No Change
6	The System must implement configurable designated hard stops on actions such as reimbursement, submitting incomplete information, or making unauthorized changes to System data.	2.1	n/a	No Change
7	This requirement was removed for Amendment # 1.			No Change
8	This requirement was removed for Amendment # 1.			No Change
9	This requirement was removed for Amendment # 1.			No Change
10	This requirement was removed for Amendment # 1.			No Change
11	This requirement was removed for Amendment # 1.			No Change
12	This requirement was removed for Amendment # 1.			No Change
13	The System should allow staff to develop and administer a participant survey, quantify, rank/tier survey responses.	2.4	8.0 pg3; attachment 4	No Change
14	The System shall allow staff to invite survey respondents to submit a full application, keep running balances on total applications received in each rank/tier, and waitlist any overflow of applicants.	2.4	8.0 pg 3	No Change
15	The System shall communicate application and project management status to sub applicant/subgrantee through project lifecycle.	3.1	8.0 pg 3	No Change
16	The System shall allow users to enter activity status reports and progress into the System.	3.1	8.0 pg 3	No Change
17	The System shall have assignable Workflow Management.	3.1	8.0 pg 3	No Change
18	The System shall link Encumbrances and Disencumbrances to the parent Service Location (aka HUD grant year) and to HCD's financial tracking for grant awards.	3.1	8.0 pg 3	No Change
19	The System shall be able to track funds to the Department's grant management system through direct connection or, at a minimum, flat file transfer. The data shared with the grant management system must include, but is not limited to, accomplishment and demographic data aggregation, national objective completions, and reconcilable reports for Accounts Payable, including but not limited to State Operations and Local Assistance and repayments to HUD.	3.1	8.0 pg 3	No Change
20	The System shall reconcile the award(s) for a real-time balance after an encumbrance and/or disencumbrance.	3.1	8.0 pg 3	No Change
21	The System shall allow users to receipt, track, and reconcile other designated funds.	3.1	8.0 pg 3	No Change
22	The System shall have the ability to post, track, and reconcile real property inventory	3.1	8.0 pg 3	No Change
23	The System shall produce financial reports.	3.1	8.0 pg 3	No Change
24	The System shall allow users to retrieve and re-use application and project information for various fields from one stage to the next (e.g., application to work plan) or from one application period to the next	3.1	8.0 pg 3	No Change
25	The System shall allow users to customize look/feel of forms to match look/feel of HCD branding.	3.1	8.0 pg 3	No Change
26	The System shall link activities together, to the grant, to the applicable grant agreement, to current andpast projects, and to relationships on current and past projects.	3.1	8.1 pg 3&4	No Change
27	The System shall allow users to enter or update project accomplishments and metrics.	3.1	18.0 pg 13	No Change

Number	Mandatory Requirements - Amendment 2 Dated: January 15, 2021	Traceability		2018 OOR Modifications
		Exhibit D Deliverables	SOW	
28	The System shall be fully compliant with the security standards set in the California State Administration Manual section 5300, the California Privacy Act, National Institute of Standards and Technology, and Personally Identifiable Information (PII) privacy protocols.	3.1	8.0 pg 3	No Change
29	The System shall notify users on the landing page if the system is down.	2.4	n/a	No Change
30	This requirement was removed for Amendment # 1.			No Change
31	This requirement was removed for Amendment # 1.			No Change
32	The System shall allow interface or flat file transfer with other current and future state information systems.	3.1	20.1, pg 14	No Change
33	The System shall have the capability to integrate with GIS.	2.3	20.1, pg 14	No Change
34	The System shall be hosted on the cloud.	n/a	9.0 pg 4; 20.0 p 14	No Change
35	The System shall allow documents to be uploaded and stored.	2.1	8.0 pg 3	No Change
36	The System shall have an external portal for applicants, subgrantees, subrecipients, and contractors.	2.4	3.0 pg 1	No Change
37	This requirement was removed for Amendment # 1.			No Change
38	This requirement was removed for Amendment # 1.			No Change
39	This requirement was removed for Amendment # 1.			No Change
40	The System shall allow users to copy text from other documents (e.g., Word, Excel) and paste into online forms.	3.1	8.0 pg 3	No Change
41	This requirement was removed for Amendment # 1.			No Change
42	This requirement was removed for Amendment # 1.			No Change
43	This requirement was removed for Amendment # 1.			No Change
44	This requirement was removed for Amendment # 1.			No Change
45	The System shall have back-up and restore capabilities.	5.1	19.0, pg 14	No Change
46	The System shall identify possible duplicate records and perform error checking.	3.1	8.0 pg 3	No Change
47	The System shall allow hyperlinks in notifications.	3.1	8.0 pg 3	No Change
48	The System shall allow administrators to disable automatic email notifications at the event level.	n/a	n/a	No Change
49	The System shall have the capability to configure actions and timeframes for sending system generated notifications.	3.1	8.0 pg 3	No Change
50	This requirement was removed for Amendment # 1.			No Change
51	This requirement was removed for Amendment # 1.			No Change
52	This requirement was removed for Amendment # 1.			No Change
53	The System shall include mechanisms to prevent Internet bots from creating fake accounts andaccessing the System.	2.1	18.0, pg 13	No Change
54	The System shall require users to access the system through use of a login and password and shall include Multi-Factor Authentication (MFA) for external system users in the implementation.	n/a	n/a	No Change
55	The System shall use secure LDAP Active Directory security for internal HCD system users.	n/a	n/a	No Change
56	The System shall allow HCD administrators to establish, activate, modify, transfer, disable and remove access accounts.	2.1, 4.1	26.0, pg18	No Change

Number	Mandatory Requirements - Amendment 2 Dated: January 15, 2021	Traceability		2018 OOR Modifications
		Exhibit D Deliverables	SOW	
57	The System shall encrypt all Personally Identifying Information (PII) data in the database.	3.1	8.0 pg 3	No Change
58	The System shall encrypt all data while in transit.	2.1	20.1 pg14	No Change
59	The System shall create reportable audit trails.	3.1	8 & 8.1, 20.2	No Change
60	The System shall provide role-based security and allow for identification of multiple roles including external users, internal HCD users, HCD power-users, and HCD administrators.	2.1, 4.1	26.0, pg18	No Change
61	The System shall allow HCD administrators to create, assign, and update user roles and privileges.	2.1, 4.1	26.0, pg18	No Change
62	The System shall be available via secure access.	2.1, 4.1	18.0, pg 13	No Change
63	The System shall allow for password self-service reset (i.e., after lockout) for external users, after authentication of user by challenge response processes or equivalent.	2.1	n/a	No Change
64	The System shall enforce password security.	2.1	n/a	No Change
65	The System shall provide the capability to configure multi-level approval workflows based on defined roles, activities and sequence of activities.	2.1, 4.1	26.0, pg18	No Change
66	This requirement was removed for Amendment # 1.			No Change
67	The System shall prevent any modifications to an applicant submission unless allowed by an authorized user.	2.1, 4.1	26.0, pg18	No Change
68	This requirement was removed for Amendment # 1.			No Change
69	The system shall manage direct assistance funds.	2.1	8.0 pg 3	No Change
70	This requirement was removed for Amendment # 1.			No Change
71	This requirement was removed for Amendment # 1.			No Change
72	This requirement was removed for Amendment # 1.			No Change
73	This requirement was removed for Amendment # 1.			No Change

Exhibit F: Cost Workbook, Amendment 5
Cost Worksheet # 1 - Summary of Cost Worksheets Totals

Table R.1.1: Summary of Cost Worksheets

Base Contract Period (Three Years) Costs	
Cost Worksheet #2, Table R.2.1 - One time Implementation Task and Deliverable	$ 703,200.00
Cost Worksheet #3 Table R.3.1 - Maintenance and Operations	$ 295,000.00
Cost Worksheet #4 Table R.4.1 - SAAS License Base contract	$ 400,000.00
Cost Worksheet #5, Table R.5.2 - Unanticipated Tasks Budget	$ 66,520.00
Cost Worksheet # 6, Table R.6.0 - Base Contract Accepted Mandatory Optional	$ 35,964.80
Base Contract Period (Three Years) Costs Total:	**$ 1,500,684.80**
Potential Mandatory Optional Requirement Costs - By Contract Amendment	
Cost Worksheet #7, Table R.7.1 - Mandatory Optional Requirements Total	**$ 31,342.00**
Exercised Optional Extension Years (Two Years) Costs	
Cost Worksheet #3, Table R.3.2 - Optional Extensions - Maintenance and Operations which includes unlimited licensing for 2017 OOR and 2018 OOR	$ 231,309.77
Exercised Optional Extension Years Cost Total:	**$ 231,309.77**
Exercised Optional Extension Year (One Year) Costs	
Cost Worksheet #3, Table R.3.2.1 - Optional Extensions - Maintenance and Operations which includes unlimited licensing for 2017 OOR and 2018 OOR Instances. This is to be utilized in fiscal year 2024-2025.	**$ 132,000.00**
Exercised Optional Extension Years Cost Total:	**$ 132,000.00**
Exercised Optional Extension Year (One Year) Costs	
Cost Worksheet #3, Table R.3.2.2 - Optional Extensions - Maintenance and Operations which includes unlimited licensing for 2017 OOR and 2018 OOR Instances. This is to be utilized in fiscal year 2025-2026.	**$ 132,000.00**
Exercised Optional Extension Years Cost Total:	**$ 132,000.00**
Remaining Optional Extension Years (Two Years) Costs	
Cost Worksheet #3, Table R.3.2.3 - Optional Extensions - Maintenance and Operations	**$ 264,000.00**
Cost Worksheet #4, Table R.4.1 - SAAS License Evaluation	**$ -**
Optional Extension Years (Two Years) Costs Total:	**$ 264,000.00**
Unanticipated Task Hourly Rates	
Cost Worksheet #5, Table R.5.1 - Hourly Labor Rate Evaluation Total	**$ 39,000.00**

Cost Worksheet # 2 - Mandatory Implementation Tasks and Deliverables Totals

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

Table R.2.1:		Mandatory	
(A) # **Task 1.0 Analysis Deliverables**	(B) Project Tasks and Deliverables Names	(C) Deliverable Cost	(D) Percentages of Implementation Total
1.1	Kickoff Meeting	$ 6,870.19	5.00%
1.2	Project Implementation Plan (PIP)	$ 3,435.09	
	Decision Log	$ 753.21	
	Change Control Log	$ 536.38	
	Change Control Plan	$ 536.38	
	Defects, Risks, and Issues Log	$ 536.38	
	Project Schedule	$ 536.38	
	Communication Plan	$ 536.38	
1.3	Validated Requirements Report	$ 6,847.36	
1.4	Gap Analysis Results	$ 6,847.36	
Task 1.0 - Sub-Total:		**$ 24,000.00**	**5.00%**
Task 2.0 - Project Design and Configuration Deliverables			
2.1	Configuration Plan	$ 4,021.62	5.00%
2.2	Data Dictionary	$ 4,756.76	
2.3	Interface Design Plan-Flat File Transfer	$ 3,200.00	
2.4	Portal design & Implementation	$ 12,021.62	
Task 2.0 - Sub-Total:		**$ 24,000.00**	**5.00%**
Task 3.0 - System Test Deliverables			
3.1	Quality Assurance Plan (QAP)	$ 41,851.17	25.00%
	System Test Plan	$ 18,078.91	
	Test Scripts	$ 11,186.95	
	Requirements Traceability Matrix (RTM)	$ 12,585.32	
3.2	Test Environment Established	$ 20,975.53	
3.3	Test Results	$ 44,548.03	
3.4	User Acceptance Testing Completion Report	$ 12,625.27	
Task 3.0 - Sub-Total:		**$ 120,000.00**	**25.00%**
Task 4.0 – Training Deliverables			
4.1	Training Plan	$ 50,264.12	15.00%
	3 System Admins	$ 6,609.12	
	5 Super Users	$ 8,522.29	
	HCD Staff Training Sessions (up to 15 Staff)	$ 13,566.09	
	Training Webinars/Videos for External users / applicants (2)	$ 20,175.22	
	Training Schedule	$ 1,391.39	
4.2	Training Evaluation and Attendance Report	$ 4,035.04	
4.3	Training Materials and User Manual	$ 17,700.84	
Task 4.0 – Sub-Total:		**$ 72,000.00**	**15.00%**

Table R.2.1:		Mandatory	
(A) #	(B) Project Tasks and Deliverables Names	(C) Deliverable Cost	(D) Percentages of Implementation Total
Task 5 .0 – System Implementation Deliverables			
5.1	System Disaster Recovery Plan	$ 10,733.89	
5.2	Completed RTM	$ 5,893.76	**40.00%**
5.3	Final Readiness Assessment	$ 7,375.43	
5.4	Rollout Survey	$ 13,104.57	
5.5	Rollout to Production Environment	$ 114,064.05	
5.6	Full System Acceptance	$ 40,828.30	
Task 5 - Sub-Total:		**$ 192,000.00**	**40.00%**
Task 6 .0– Closeout Deliverables			
6.1	Project Closeout Checklist	$ 2,683.47	**10.00%**
6.2	Training	$ 1,473.44	
6.3	Final RTM	$ 1,843.86	
6.4	Final Project Summary Report	$ 3,276.14	
6.5	Maintenance and Operations Plan	$ 28,516.01	
6.6	Data Dictionary	$ 10,207.07	
Task 6 .0- Sub-Total:		**$ 48,000.00**	**10.00%**

Base Contract Deliverables (Tasks 1-6) Cost Total:	**$ 480,000.00**	**100.00%**

Cost Worksheet # 2.1 - Mandatory Implementation Tasks and Deliverables Totals

Cost Table R.2.2 identifies the Bidder's cost for each deliverable.

Table R.2.2:		2018 OOR
(A) #	(B) Project Tasks and Deliverables Names	(C) Deliverable Cost
Task 1.0 Analysis Deliverables		
1.1	Kickoff Meeting	$ 2,500.00
1.2	Project Implementation Plan (PIP)	$ 2,500.00
	Decision Log	$ -
	Change Control Log	$ -
	Change Control Plan	$ -
	Defects, Risks, and Issues Log	$ -
	Project Schedule	$ 2,500.00
	Communication Plan	$ -
1.3	Validated Requirements Report	$ -
1.4	Gap Analysis Results	$ -
Task 1.0 - Sub-Total:		**$ 5,000.00**
Task 2.0 - Project Design and Configuration Deliverables		
2.1	Configuration Plan	$ -
2.2	Data Dictionary	$ -
2.3	Interface Design Plan-Flat File Transfer	$ -
2.4	Portal design & Implementation	$ -
Task 2.0 - Sub-Total:		**$ -**
Task 3.0 - System Test Deliverables		
3.1	Quality Assurance Plan (QAP)	$ -
	System Test Plan	$ -
	Test Scripts	$ -

Table R.2.2:		2018 OOR
(A) # Project Tasks and Deliverables Names	(B) Project Tasks and Deliverables Names	(C) Deliverable Cost
	Requirements Traceability Matrix (RTM)	$ -
3.2	Test Environment Established	$ 10,000.00
3.3	Test Results	$ 8,000.00
3.4	User Acceptance Testing Completion Report	$ 5,000.00
Task 3.0 - Sub-Total:		**$ 23,000.00**
Task 4.0 – Training Deliverables		
4.1	Training Plan	$ -
	3 System Admins	$ -
	5 Super Users	$ -
	HCD Staff Training Sessions (up to 15 Staff)	$ -
	Training Webinars/Videos for External users / applicants (2)	$ -
	Training Schedule	$ -
4.2	Training Evaluation and Attendance Report	$ -
4.3	Training Materials and User Manual	$ -
Task 4.0 – Sub-Total:		**$ -**
Task 5 .0 – System Implementation Deliverables		
5.1	System Disaster Recovery Plan	$ -
5.2	Completed RTM	$ -
5.3	Final Readiness Assessment	$ 10,000.00
5.4	Rollout Survey	$ 25,200.00
5.5	Rollout to Production Environment	$ 125,000.00
5.6	Full System Acceptance	$ 25,000.00
Task 5 - Sub-Total:		**$ 185,200.00**
Task 6 .0– Closeout Deliverables		
6.1	Project Closeout Checklist	$ 5,000.00
6.2	Training	$ -
6.3	Final RTM	$ -

Table R.2.2:		2018 OOR
(A) # 6.4	(B) Project Tasks and Deliverables Names Final Project Summary Report	(C) Deliverable Cost $ 5,000.00
6.5	Maintenance and Operations Plan	$ -
6.6	Data Dictionary	$ -
Task 6 .0- Sub-Total:		**$ 10,000.00**

Base Contract Deliverables (Tasks 1-6) Cost Total:	**$ 223,200.00**

Cost Worksheet #3 - Maintenance & Operation Optional Years

OOR Base Contract Term - Maintenance and Operations Support:

Maintanance and Operation Services performed during this Contract Period will be paid at a set monthly rate after full system acceptance. The Bidder shall submit a monthly rate in Table R.3.1 in the yellow highlighted cell. For the original contract, the monthly rate will be multiplied by 30 months to determine the Base Contract Term Evaluation Total. For A1, 23 remaining months will be used. **For the extension via A5, the monthly rate will be multiplied by 12 months as shown in Table R.3.2.2.**

Table R.3.1: Maintenance & Operations Base Contract Term

	Base Contract		
Maintenance and Operations Services	**(A) Monthly M&O Rate**	**(B) @ mos.**	**(C) Evaluation Total (AxB=C)**
Section 27.0	$ 6,000.00	**30**	**$ 180,000.00**
Section 27.0	$ 5,000.00	**23**	**$ 115,000.00**
Total Maintenance & Operation			$ 295,000.00

OOR Optional Extension - Maintenance and Operations Support - The optional year extensions, if exercised by the state, shall extend the initial contract for a maximum of six (6), one (1) year extensions for on-going support. Services performed during this optional year period will be paid at a set monthly rate. The Bidder shall submit a monthly rate for each optional year below in the yellow highlighted cells. Each monthly rate will be multiplied by 12 months and summed together for Table R.3.2, R.3.2.1, R.3.2.2, and Mandatory Optional Table R.3.2.3.

Cost Worksheet #3 - Maintenance & Operation Optional Years

Table R.3.2 Maintenance & Operations Amendment 3 - Exercised 2 Optional Years

Maintenance and Operations Services	Optional Year 1		Optional Year 2		(E) Evaluation Total (B+D=E)
	(A) Monthly M&O Rate	(B) Extended Rate @ 12 mos.	(C) Monthly M&O Rate	(D) Extended Rate @ 12 mos.	
Maintenance and Operations services, Section 27.1	$ 6,000.00	$ 72,000.00	$ 6,000.00	$ 72,000.00	$ 144,000.00
Maintenance and Operations services, Section 27.1	$ 5,000.00	$ 60,000.00	$ 5,000.00	$ 60,000.00	$ 120,000.00
					$ 231,309.77

Table R.3.2.1 Maintenance & Operations Amendment 4 - Exercised 1 Optional Year

Maintenance and Operations Services	Optional Year 3		(C) Evaluation Total (B=C)
	(A) Monthly M&O Rate	(B) Extended Rate @ 12 mos.	
Maintenance and Operations services, Section 27.1	$ 6,000.00	$ 72,000.00	$ 72,000.00
Maintenance and Operations services, Section 27.1	$ 5,000.00	$ 60,000.00	$ 60,000.00
			$ 132,000.00

Table R.3.2.2 Maintenance & Operations Amendment 5 - Exercised 1 Optional Year:

Maintenance and Operations Services	Optional Year 4		(C) Evaluation Total (B=C)
	(A) Monthly M&O Rate	(B) Extended Rate @ 12 mos.	
Maintenance and Operations services, Section 27.1	$ 6,000.00	$ 72,000.00	$ 72,000.00
Maintenance and Operations services, Section 27.1	$ 5,000.00	$ 60,000.00	$ 60,000.00
			$ 132,000.00

***Funds for Amendment 5**

Details	Amount
Disencumbering expiring funds not used	$32,690.23
Adding funds	$99,309.77
Total	**$132,000.00**

Table R.3.2.3 Maintenance & Operations for Remaining Optional 2 Years

	Optional Year 5		Optional Year 6		(M) Evaluation Total (J+L=M)
	(I) Monthly M&O Rate	(J) Extended Rate @ 12 mos.	(K) Monthly M&O Rate	(L) Extended Rate @ 12 mos.	
Maintenance and Operations services, Section 27.1	$ 6,000.00	$ 72,000.00	$ 6,000.00	$ 72,000.00	$ 144,000.00
Maintenance and Operations services, Section 27.1	$ 5,000.00	$ 60,000.00	$ 5,000.00	$ 60,000.00	$ 120,000.00
					$ 264,000.00

Cost Worksheet #4 - SAAS License

Exhibit R.4 SAAS LICENSING COST

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

SAAS LICENSE*	License Type	Purpose	Frequency	Qty.	Unit Cost	Base Contract Extended Cost	All Optional Years (6) Cost For Evaluation Purposes Only
2017 OOR SAAS LICENSE*	Unlimited**	OOR SaaS Solution	One-time	1.0	$ 200,000.00	$ 200,000	$0
2018 OOR SAAS LICENSE*	Unlimited**	2018 OOR SaaS Solution	One-time	1.0	$ 200,000.00	$ 200,000	$0
SAAS LICENSES COST TOTAL						**$ 400,000**	**$ -**

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

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

Cost Worksheet # 5 – Unanticipated Tasks

Unanticipated Tasks for Contract Term

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

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

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

Table R.5.1 Unanticipated Tasks Hourly Labor Rates

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

The Unanticipated Tasks Budget is a maximum 10 percent (%) of R.2.1 Cost Worksheet # 2 - Implementation Tasks and Deliverables Total plus R.2.2 Cost Worksheet #2.1 - Implementation Tasks and Deliverables Total. This total will be included in the awarded contract.

Table R.5.2 Unanticipated Tasks Budget

Unanticipated Tasks Budget	
Unanticipated Tasks Budget is 10% of Cost Worksheet # 2 - Table R.2.1, Implementation Tasks and Deliverables Total plus Cost Worksheet #2.1 - Table R.2.2, Implementation Tasks & Deliverables-2018 Total. This cell is pre-calculated and not to be modified.	**$ 66,520.00**

Cost Worksheet #6 - Base Contract Accepted Mandatory Optional

Table R.6:

Requirement #	Description	Total Cost
1	The System shall interface HCD's Grant Management Software and a future construction cost estimating system (Mapping Cost estimating system will be done by vendor.)	$35,964.80

Mandatory Optional Requirements Cost Total: **$ 35,964.80**

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

Table R.7:

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

Mandatory Optional Requirements (by Contract Amendment) Cost Total: **$ 31,342.00**

EXHIBIT I

CDBG-DR TERMS AND CONDITIONS

1. Required Insurance Certificates

A. Prior to executing this Agreement, the Contractor shall provide the Department with current insurance coverage certificates evidencing the following types of insurance as required by Federal and California regulations and outlined in Exhibit C:

- Worker's Compensation insurance

B. Insurance shall be in force during the entire term of this Agreement, shall be the Contractor's sole cost, and shall be in such amounts as the Department deems necessary.

2. Required Dun and Bradstreet DUNS Number

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

3. Debarment and Suspension

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

4. Required Federal Language from 2 CFR Part 200 Appendix II

The Department is required to have this language in all CDBG-DR agreements. The Department is also requiring all other state agencies, state recipients and subrecipients who are using CDBG-DR funding to have this language in their agreements.

A. Remedies:

Contracts for more than the simplified acquisition threshold (currently $150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanction and penalties as appropriate.

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B. Suspension or Termination for Cause and Convenience:

See GSPD – 401IT, General Provisions – Information Technology (GPIT), Sections 21, 22, 23 and 45 for Suspension of Work and Termination provisions.

C. Non-Discrimination Language (41 CFR Part 60-1.4(b)):

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

D. Clean Air Act and the Federal Water Pollution Control Act:

This Agreement is subject to the requirements of the Clean Air Act (42 USC7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Any contracts or subgrants made under this agreement, in excess of $150,000 must contain this provision. Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Any violations of this act will be reported to the Department of Housing and Urban Development and the Regional Office of the Environmental Protection Agency (EPA).

E. Byrd Anti-Lobbying Amendment:

Per the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -- All contractors that apply or bid for an award exceeding $100,000 must file the required certification. The Contractor must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other contract award covered by the above referenced Amendment. The Contractor must also disclose any lobbying with non-Federal fund that take place in connection with obtaining any Federal award.

F. Procurement of Recovered Materials:

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the

EXHIBIT I

item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

G. Rights to Inventions Made Under a Contract or Agreement:

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

5. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or Other Public Officials

Pursuant to 24 CFR 570.489(g) and (h), 2 CFR Part 570, and 24 CFR 85.36(b)(3), no member, officer, or employee of the Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section. It is further required that this stipulation be included in all subcontracts to this contract.

6. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. The Jurisdiction shall report all perceived or actual conflicts of interest cases to the State for review before financial benefits are given.

7. Compliance with State and Federal Laws and Regulations

The Contractor is responsible for compliance with all applicable Federal or State laws,

Executive Orders, and regulations of the CDBG-DR program.

EXHIBIT I

A. The Contractor agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the contractor, its subcontractors, and any other State provisions as set forth in this Agreement.

B. The Contractor agrees to comply with all federal laws and regulations applicable to the CDBG-DR appropriation and to the activity(ies), and with any other federal provisions as set forth in this Agreement.

8. Access to Records and Record Retention

Access by HCD or other state agency or sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

9. Energy Policy and Conservation Act

This agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10. Administrative and National Policy Requirements

Certain Administrative and National Policy Requirements apply to all HUD programs, see the CDBG-DR related Federal Register Notices on HUD's website. Any party involved in the CDBG-DR grant work whether directly or indirectly, must agree to provide any information HCD requires in order to meet the aforementioned administrative and national policy requirements.

11. Use of Funds

The Appropriations Act made funds available for necessary expenses related to disaster relief and long-term recovery, recovery of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) (Stafford Act), due to Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013. The Appropriations Act requires funds to be used only for specific disaster-related activities and administration of those activities.

EXHIBIT I

12. Applicable Statutory and Regulatory Requirements

A. All recipients of CDBG-DR grants are subject to: (1) the requirements of the applicable Appropriations Act; and (2) applicable regulations governing the CDBG program at 24 CFR part 570, unless modified by waivers and alternative requirements published by HUD in this NOFA or other applicable Federal Register Notices.

B. Note that the Office of Management and Budget (OMB) published Guidance for Uniform Administrative Requirements 2 CFR Part 200. These Cost Principles and Audit Requirements for Federal Awards will update 24 CFR parts 84 and 85 and supersede the Circulars listed in the Technical Correction to the FY 2014 General Section. HUD has published conforming changes to its CDBG program regulations on December 7, 2015 (80 FR 75931), that updated CDBG program regulations to reflect references to appropriate sections of 2 CFR part 200. The effective date of HUD's conforming rule is January 6, 2016 and this Agreement is subject to all these updated publications and rules.