

2009



C-IV Procurement Project

**Leslie Johnson
C-IV Procurement Manager**

REQUEST FOR PROPOSAL

#2009- 01

PLANNING CONSULTANT SERVICES

MARCH 26, 2009

The overall objective of the C-IV Procurement Project is to provide a fair, accurate, and effective process by which a Planning Consultant will be awarded an Agreement with the Statewide Automated Welfare System (SAWS) Consortium IV (C-IV) Joint Powers Authority (JPA) to provide the Consortium with Procurement Planning Services.

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Revision History

RELEASE DATE	AUTHOR	SUMMARY OF CHANGE
3/26/2009	Leslie Johnson	Initial Release
5/26/2009	Leslie Johnson	Amendment 1 – Procurement Project Schedule amended
6/17/2009	Leslie Johnson	Amendment 2 – Procurement Project Schedule amended
7/1/2009	Leslie Johnson	Amendment 3 – Amendments to the following Sections <ol style="list-style-type: none">1. Section 1.2 Initial Term of Agreement,2. Section 5.2 Proposal Structure, Requirement 37,3. Section 5.4.4, Requirement 59, and4. Section 6.3, Initial Review
7/7/2009	Leslie Johnson	Amendment 4 – Procurement Project Schedule amended.

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1 General Information

1.1 Purpose of Request for Proposal

The Statewide Automated Welfare System (SAWS) Consortium IV (C-IV or Consortium) Joint Powers Authority (JPA) is requesting proposals from qualified and experienced organizations that have demonstrated leadership and operational success in providing procurement Planning Consultant services. These services are needed to support the Consortium in development of a large-scale competitive procurement process for Maintenance and Operations (M&O) goods and services for the C-IV System.

1.2 Initial Term of Agreement

The Initial Term of this Agreement is anticipated to begin **December 21, 2009** and to conclude on **May 31, 2011**. The Consortium may, at its discretion, extend the term of the Agreement that will result from this RFP (the Agreement) for up to three additional six-month periods, at the hourly rates then in effect. Prior to authorizing an extension, the Consortium will take into consideration the continued need for such services, the availability of funds, Planning Consultant performance, and other relevant factors.

1.3 Fixed Price

Proposals shall include, a **Cost Proposal Form** (Attachment 6) which contains a **FIRM FIXED PRICE NOT TO EXCEED \$2.4 MILLION** for the following:

- A. Each Deliverable as defined in Section 4;
- B. All Work Products and Support Services as defined in Section 4; and
- C. Facility, Equipment, and Supply Costs as defined in Section 4.

ANY PROPOSAL WITH A TOTAL PRICE IN EXCESS OF \$2.4 MILLION WILL BE DISQUALIFIED.

1.4 Business Need

The current Maintenance and Operations (M&O) Contractor provides goods and services to maintain and operate the C-IV System through October 31, 2011. The Consortium requires ongoing goods and services to be secured pursuant to a new procurement from a qualified M&O Contractor at least six months prior to the end of the current contract term.

The objective of the C-IV Procurement Project is to provide a fair, accurate, and effective process by which a Planning Consultant will be awarded an **Agreement** with the Consortium to provide Procurement Planning Consulting Services. The Planning Consultant will produce the

necessary Deliverables to secure an **Agreement** for M&O goods and services pursuant to a new procurement process by approximately April 2011.

1.5 Background

In California, counties are responsible for administering numerous Federal, State, and local assistance programs. These programs include California Work Opportunity and Responsibility to Kids (CalWORKs), which combines Temporary Assistance for Needy Families (TANF), Child Care, and Employment Services. The counties also have administrative responsibility for Food Stamps, County Medical Services Program (CMSP), Medi-Cal, Foster Care, Adoption Assistance Program (AAP), Emergency Assistance (EA), Refugee Cash Assistance (RCA), Cal-Learn, Kinship Guardianship Assistance Payment (KinGAP) Program, and Food Stamp Employment and Training (FSET) programs.

1.5.1 Statewide Automated Welfare Systems

Welfare and Institutions Code section 10823 enabled the development of a multiple county consortium as the foundation of the Statewide Automated Welfare System (SAWS) Project. The purpose of the consortium concept was to facilitate the collaboration of counties in meeting their business needs in the areas of system planning, development, implementation, operations, and maintenance. The consortium concept was intended to provide flexibility to county welfare departments while balancing choice with funding limitations. At the time of publication of this RFP, SAWS is being operated through four consortia:

- Interim Statewide Automated Welfare System (ISAWS) Consortium
- Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) Consortium
- Welfare Client Data System (WCDS) Consortium
- Consortium IV (C-IV)

Through these consortia, counties have had significant autonomy in developing and maintaining their respective systems. Although the counties lead the development and implementation of automated systems, counties recognize that autonomy in administering welfare is guided by Federal and State laws, regulations, rules, and policies.

State project management and oversight for SAWS is provided by the California Health and Human Services Agency (CHHS), California Department of Social Services (CDSS), California Department of Health Care Services (CDHCS), and California Office of Systems Integration (OSI).

1.5.2 Consortium IV

The Consortium, established in 1996, is one of four consortia that comprise the SAWS Project. In 1998, the Consortium established itself as a Joint Powers Authority (JPA) by contractual

agreement with the member counties. As a JPA, the Consortium provides a single legal entity for purposes of managing the Consortium and its System. The Consortium is governed and administered by its Board of Directors.

The Consortium began C-IV System development on March 1, 2001, and completed implementation in the four original Counties in October 2004. Merced County became operational in March 2004, Stanislaus County in April 2004, Riverside County in August 2004, and San Bernardino County in late September 2004.

As part of the ISAWS Migration Project, the 35 ISAWS Consortium Counties joined Consortium IV in June 2007. These 35 counties are anticipated to be fully converted to the C-IV System by June 2010. At that time, the C-IV System will serve 27 percent of the social services recipients in California and support approximately 14,000 end-users. With the full conversion from ISAWS to the C-IV System, the ISAWS Consortium will cease to exist as a SAWS Consortium.

1.6 C-IV Procurement Project Responsibilities

This section provides an overview of the Consortium approach to managing the C-IV Procurement Project.

1.6.1 Consortium Board of Directors

The Consortium Board of Directors has ultimate decision-making responsibility for administration of the **Agreement** that results from this RFP. As needed, the Consortium Board of Directors and appropriate staff will be briefed by the C-IV Project Director, legal counsel, the C-IV Procurement Manager, and representatives from contractor teams or State stakeholder organizations, in regards to the business of the Consortium including procurements and the maintenance and operations of the C-IV System.

The Consortium Board of Directors, or its designee, acts as a liaison to State and Federal agencies, to the public, and the Legislature on critical policy and budget issues. Responsibilities include the allocation of resources to support the C-IV Project and resolution of key Project issues.

1.6.2 C-IV Procurement Manager

The C-IV Procurement Manager, who reports to the C-IV Project Director, will be responsible for representing the Consortium to all Project Stakeholders. The C-IV Procurement Manager will provide direction for the C-IV Procurement Project team relative to the Consortium needs and expectations, ensure appropriate Consortium representation and participation for all procurement tasks, and contribute to the development of the RFP for a new M&O Vendor. The C-IV Procurement Manager's responsibilities include identifying, documenting and resolving and/or escalating issues to the appropriate level to help the project adhere to the approved schedule and budget, as well as providing oversight of all Planning Consultant activities.

1.6.3 Planning Consultant Responsibilities

The Planning Consultant that will be secured through this procurement will be responsible for developing a Request for Proposal (RFP) and evaluation materials related to the acquisition of the next C-IV M&O Contractor. In addition, the Planning Consultant will help the Consortium identify the business, functional, and technical requirements and scope of work for the C-IV M&O RFP. The Planning Consultant will provide Project Management services including but not limited to fiscal analysis, issue and risk identification, mitigation and tracking, Work Plan management, and scope management, as well as facilitation of requirements gathering sessions. The Planning Consultant will develop Proposal Evaluation materials, train the Evaluation Team, and support the evaluation process by providing analysis and documentation assistance throughout the procurement process. The Planning Consultant will incorporate the Evaluation Team findings into a Vendor Selection Report for the Consortium Board of Directors and facilitate negotiations between the Consortium and the apparently successful C-IV M&O Contractor.

The Planning Consultant will secure necessary resources to complete all planning and procurement tasks described in this RFP. Details regarding specific Planning Consultant responsibilities and Deliverables can be found in **Section 4 - Nature and Scope of Planning Consultant Services**.

1.7 Project Oversight

The C-IV Procurement Project is subject to oversight by State and Federal stakeholder organizations and the Consortium Board of Directors. As part of their oversight responsibilities, these entities, or their designees, may undertake various activities during the course of the Project. These activities may include, but are not limited to, risk assessment and deliverable reviews.

1.8 Structure of the RFP

The C-IV Procurement Project - REQUEST FOR PROPOSAL #2009-01, PLANNING CONSULTANT SERVICES (this RFP) is divided into seven Sections:

SECTIONS

Section 1 – *General Information* provides basic information about the purpose of this RFP, SAWS, the Consortium, the C-IV Procurement Project, and the responsibilities of the various Project participants.

Section 2 – *Procurement Process and Conditions* outlines the overall procurement process and conditions, including the anticipated procurement schedule, the process for handling questions from the Vendor community, the process for issuing addenda if necessary, the **C-IV Procurement Project PROCUREMENT LIBRARY**, the pre-bid Vendor's Conference,

confidentiality requirements, the appeal process, and general procedures for contacting the Consortium concerning this procurement.

Section 3 – *Nature and Scope of the C-IV System* provides basic information about the purpose, scope, objectives, and benefits of the C-IV System. It also describes the programs supported by the C-IV System.

Section 4 – *Nature and Scope of Planning Consultant Services* outlines the various services required from the Planning Consultant including the Deliverables, tasks, work products, and services.

Section 5 – *Proposal Structure and Submission* describes the proposal format and submission requirements.

Section 6 – *Proposal Evaluation and Selection* describes the overall methodology to be employed by the Consortium in evaluating Vendor proposals and selecting the successful Planning Consultant.

Section 7 – *Agreement Requirements* describes general Agreement information.

ATTACHMENTS

Attachments to this RFP include:

Attachment 1 – *Planning Consultant Deliverable List* provides a listing of the Deliverables required from the Planning Consultant.

Attachment 2 – *Confidentiality Statement* is a statement that must be signed by an authorized representative of the Vendor and submitted with the Vendor's [Letter of Intent to Respond](#).

Attachment 3 – *Vendor Registration Packet* is a document that must be completed and signed by an authorized representative of the Vendor and submitted with the Planning Consultant's Business Proposal.

Attachment 4 – *Agreement* is the version of the Agreement that is expected to be executed in substantially similar form and substance between the Consortium and the selected Planning Consultant.

Attachment 5 – *Staff Experience Matrix* is a document that must be completed and submitted with the Business Proposal.

Attachment 6 – *Cost Proposal Form* provides the requirements and format to be used by Vendors for the preparation and submission of its Cost Proposal for all Planning Consultant services.

Attachment 7 – *Glossary* provides a listing of terms and acronyms that are used in this RFP.

Attachment 8 - Procurement Library Index provides a listing of the contents to the C-IV Procurement Library at the time of the release of the RFP.

2 Procurement Process and Conditions

2.1 Procurement Schedule

The procurement schedule is contained in the table below. Vendors who submit a **Letter of Intent to Respond** to this RFP will be notified of any changes to the procurement schedule. Unless otherwise stated, the deadline for all schedule activities is 4:00 PM, Pacific Time (PT) on the specified date.

The procurement schedule is as follows:

	Activity	Date
1	Release RFP	5:00 PM (PT), 3/26/2009
2	Pre-bid Vendor Conference	9:00 AM (PT), 4/13/2009
3	Letter of Intent to Respond Due Date	4:00 PM (PT), 4/16/2009
4	Written Questions Accepted	4:00 PM (PT), 4/16/2009
5	Release of Response to Questions	5:00 PM (PT), 4/27/2009
6	Proposal Submission Deadline	4:00 PM (PT), 7/23/2009
7	Release of Notice of Intent to Award	5:00 PM (PT), 9/17/2009
8	Contract Negotiation Period	9/18/2009 – 11/05/2009
9	State and JPA Approval of Negotiated Agreement	12/18/2009
10	Tentative Start Date of Planning Services	12/21/2009
11	Planning Project Completion Date	5/31/2011

2.2 *Single Point of Contact*

Vendors may only contact the C-IV Procurement Project Manager for any matters related to the C-IV Procurement Project and this RFP. Vendors are specifically directed not to contact the Consortium Counties, other California Counties, the State, or Consortium Project Team members for meetings, technical information, or other matters related to this RFP. **Failure to adhere to this policy shall result in elimination of the Vendor's proposal from further consideration.**

The C-IV Procurement Manager is Ms. Leslie Johnson.

Address: C-IV Procurement Project
11290 Pyrites Way, Suite 150
Rancho Cordova, CA 95670
E-mail: JohnsonL@c-iv.org
Phone: (916) 851-3214
Fax: (916) 638-4367

All communications with the Consortium regarding this RFP, its exhibits or attachments shall be submitted in writing to Ms. Leslie Johnson, at the address above, in a sealed envelope, package, or e-mail clearly labeled 'C-IV PROCUREMENT PROJECT'. Delivery may be accomplished via regular mail, as an attachment to an e-mail, by expedited delivery such as Federal Express, messenger, or courier service, or by a Vendor representative.

The following additional information must be clearly indicated on the outside of the envelope or package or in the subject line of the e-mail:

- A. The name of the originating Vendor, and
- B. An indication of the package contents or e-mail subject (e.g., 'Questions Regarding the C-IV Procurement Project RFP', or 'C-IV Procurement Project Cost Proposal').

Any materials that are received and that do not explicitly indicate its RFP related contents shall be opened as general mail. The Consortium is not responsible for the timely opening of general mail.

2.3 *Letter of Intent to Respond*

Vendors must state their intention to submit a proposal by the date and time specified in Section 2.1, Procurement Schedule. Each Vendor intending to submit a proposal must clearly state in its intention in a **Letter of Intent to Respond**. Delivery of the **Letter of Intent to Respond** may be accomplished via regular mail, expedited delivery such as Federal Express, messenger, or courier service, by a Vendor representative, or as an attachment to an e-mail addressed in accordance with Section 2.2 of this RFP.

Failure to submit a timely Letter of INTENT TO RESPOND will result in elimination from further consideration and receipt of materials.

2.4 Pre-bid Vendor Conference

There will be a Pre-bid Vendor Conference at the Office of Systems Integration office located at **2525 Natomas Park Drive, Suite 100, Sacramento, CA at 9:00 AM, (PT) Monday, April 13, 2009**. Attendance at the conference is optional.

The Consortium will accept oral questions during the conference and will make a reasonable attempt to provide answers during the conference. Oral answers shall not be binding on the Consortium. Both hard and soft copies of responses to all questions received in writing or during the Vendor Conference will be issued in accordance with the Procurement Schedule contained in Section 2.1 of this RFP.

2.5 Written Questions

The Consortium will accept questions or concerns related to the RFP until the date and time specified in Section 2.1, Procurement Schedule. Only those questions or concerns that are submitted in accordance with Section 2.2 of this RFP will receive responses. In the sole discretion of the Consortium, if the Vendor questions or concerns indicate significant problems with the requirements in this RFP, the Consortium will examine the stated reasons for problems and may amend this RFP if the Consortium determines it is in the best interest of the Consortium.

2.6 Interpretations and Addenda

Any interpretation of or change in this RFP shall be made by addendum, shall be sent to each Vendor that has submitted a **Letter of Intent to Respond**, and shall become a part of this RFP and of any **Agreement** awarded. The Consortium will respond to written questions or requests for clarifications submitted to the Consortium Contact by the deadline stated in Section 2.1. If, as a result of a question, the Consortium determines a change to this RFP is warranted, an addendum to this RFP will be issued. The Consortium will not be responsible for any other method of explanation or interpretation.

2.7 Procurement Library

A Procurement Library has been established for use by Vendors in developing their proposals in response to this RFP. Vendors should carefully examine the entire RFP and any addenda thereto, and all related materials contained in the **Procurement Library**. The library is accessible at: <http://www.c-iv.org/ProcurementLibrary.shtml>

A **Procurement Library Index** (Attachment 8) provides a listing of all contents of the **C-IV Procurement Project – Procurement Library** by document name and posting date. **REQUIREMENTS SPECIFIED IN THIS RFP TAKE PRECEDENCE OVER ANY DOCUMENTATION IN THE PROCUREMENT LIBRARY IF A CONFLICT EXISTS.**

The Library will continue to be updated as further documentation related to this RFP becomes available. Amendments to this RFP or the Procurement Library Index (Attachment 8) will not be issued when new information is posted to the Procurement Library.

2.8 Confidentiality Statement

To preserve the integrity of the security and confidentiality measures integrated in to the Consortium's information systems each Vendor is required to sign the **Confidentiality Statement** (Attachment 2) and to submit it with its **Letter of Intent to Respond**.

Similarly, any Vendor awarded an **Agreement** as a result of this RFP will be required to exercise security precautions as described in the **Agreement** (Attachment 4) to protect the confidentiality of data that may be provided.

2.9 Determination of Capacity/Responsibility

Inquiries to determine the operational abilities of a Vendor may be conducted by the Consortium based upon information provided in the proposal or as otherwise deemed necessary by the Consortium. The failure of a Vendor to supply information promptly in connection with such inquiry by the Consortium, including but not limited to, information regarding past performance, and ability to perform on schedule, may be grounds for a determination of non-responsiveness and may result in elimination of the Vendor's proposal from further consideration, as determined solely by the Consortium.

2.10 Administrative Appeal Procedure

Unsuccessful bidders may appeal the recommended award, provided the appeal is in writing, contains the RFP title and date, is delivered to the address listed in Section 2.2 of this RFP and is submitted within ten calendar days following the date on the **Notification of Intent to Award**.

There are only three valid grounds upon which an appeal may be made. A valid appeal must assert that during the process of conducting this procurement, the Consortium has either (i) failed to follow its evaluation and selection procedures and to adhere to requirements specified in this RFP or any addenda or amendments thereto, (ii) violated California Government Code section 87100 et. seq., or (iii) violated any State or Federal law. Appeals will not be accepted for any other reason. Any appeals received will be reviewed and addressed by a panel composed of Consortium representatives as designated by the Chair of the Consortium Board of Directors. These representatives will not include members of the Evaluation Team.

The Consortium will consider only those specific issues addressed in the written appeal. A written response will be delivered to the appealing Vendor as soon as administratively feasible, advising the Vendor of the Consortium's decision with regard to the appeal and the basis for the decision. This decision is final and non-appealable.

2.11 Exclusion for Conflict of Interest

All Vendors bidding on this RFP shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the Consortium, its contractors or subcontractors. Vendors shall prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of, being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including section 23-602 (Code of Conduct) of Chapter 23-600 of the CDSS Manual of Policies and Procedures. In the event that the Consortium determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by Consortium and such conflict may constitute grounds for termination of the **Agreement**.

This provision shall not be construed to prohibit employment of persons with whom Vendor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

2.12 Proposal Preparation Costs

This RFP does not commit the Consortium to pay any costs incurred by a proposing Vendor in the preparation of a proposal in response to this RFP and each prospective Vendor agrees that all costs incurred in developing its proposal are the Vendor's responsibility.

2.13 Consortium Right to Change or Terminate this RFP

The Consortium reserves the right to change or terminate this RFP, in whole or in part, at any time and for any reason whatsoever without any liability resulting from such action.

3 Nature and Scope of the C-IV System

The C-IV System supports the administration of the Consortium's public assistance and employment programs. It meets or exceeds the technical and functional standards identified in Title IV-A, Statewide Automated Application Processing and Information Retrieval Systems (AAPIRS) Guide, and 7 CFR, Volume 4, Parts 210 - 299 for the Food Stamp Program.

3.1 Programs Supported by the C-IV System

The specific programs supported by the C-IV System are described below.

3.1.1 California Work Opportunity and Responsibility to Kids

California Work Opportunity and Responsibility to Kids (CalWORKs) provides financial assistance and employment and training services to families with children who are deprived of parental support due to the absence, death, incapacity, or unemployment of a parent. Eligibility for this program is based on a number of factors, such as participation in employment, training, or community service activities. CalWORKs also provides childcare, transportation, work expenses and counseling for families in work activities. People eligible for CalWORKs are also eligible for Medi-Cal benefits. Adults can receive aid for five years but children can continue receiving aid, if otherwise eligible, under the Safety Net program, and there are special services for pregnant and parenting teens through the Cal-Learn program. In most cases, the dependent children must be under the age of eighteen. Benefits vary by family size and income.

3.1.2 Food Stamps/ Supplement Nutrition Assistance Program

The Food Stamp program is available to households with limited means who need to supplement their income to purchase adequate amounts of food. Eligibility for the program is based on income, asset limits, and work requirements for non-exempt persons age 16 to 60 or exempt persons age 18 to 50, as set by the Federal government. Benefits vary by family size and income. In addition to Food Stamps, Transitional Food Stamp (TFS) benefits are provided to households who are terminating their participation in the CalWORKs program without the need to reestablish Food Stamp eligibility.

The Able-Bodied Adult Without Dependents (ABAWD) program is a Federal work requirement for Non-Assistance Food Stamp (NAFS) recipients over age 17 and under age 50 whom, in order to remain eligible for Food Stamps, must meet the ABAWD work requirement. NAFS recipients are those who get food stamps each month but do not receive a monthly cash grant under the CalWORKs program. The ABAWD work requirement is administered by the counties. An individual's compliance with the ABAWD work requirement is tracked via the State's Medi-Cal Eligibility Data System (MEDS).

NOTE: As of October 1, 2008, *Supplemental Nutrition Assistance Program (SNAP)* is the new name for the Federal *Food Stamp Program*. At the time of publication of this RFP, the State of California still refers to the program as the Food Stamp Program.

3.1.3 Medi-Cal

The Medi-Cal program is California's Medicaid program. Medi-Cal provides a wide array of medical benefits to low income individuals and families who qualify for one or more of the Medi-Cal aid categories. Individuals or families eligible in one of the public cash assistance categories, such as the CalWORKs program, the Supplemental Security Income (SSI) program, or the Refugee, Foster Care, and Adoption Assistance programs, qualify for Medi-Cal automatically. The pathway for granting Medi-Cal benefits to those aid categories not receiving cash grant public assistance is a separate process.

The criteria for determining eligibility for the Medi-Cal program aid categories are based on property and income limits, institutional status, residency, citizenship, and other requirements. Some eligible individuals do not receive the full array of Medi-Cal benefits and some individuals may have a share in the payment of their medical expenses each month before Medi-Cal will pay the remaining costs for covered services.

Programs that provide Medi-Cal services include, but are not limited to, the following:

- A. Pickle Program;
- B. Continuing Eligibility for Children (CEC);
- C. Disabled Adult/Child Program;
- D. Disabled Widowers Program;
- E. 1931(b) Program;
- F. Sneeve vs. Kizer;
- G. Edwards Program;
- H. Transitional Medi-Cal Programs;
- I. Percent Programs;
- J. Medically Needy Programs;
- K. Medically Indigent Programs;
- L. Pregnancy-Related Programs; and
- M. Long-Term Care Programs.

Other Medi-Cal programs offering limited services include, but are not limited to, the following:

- N. Minor Consent Program;
- O. Omnibus Budget Reconciliation Act (OBRA) Program;
- P. Dialysis, Tuberculosis and Total Parenteral Nutrition Programs;
- Q. Bridging Program; and
- R. Medicare Buy-In Program.

3.1.4 County Medical Services Program

The County Medical Services Program (CMSP) was established to provide health coverage for low-income, indigent adults who are not eligible for the State's Medi-Cal program. The Office of County Health Services (OCHS) on behalf of the CMSP Governing Board, which is comprised

of county supervisors, administrators, health officials, and welfare directors, administers this program. The medical benefits for CMSP recipients include those covered by the Medi-Cal program, with the exception of pregnancy-related services, long-term care, and services provided by chiropractors, acupuncturists, and psychologists. Each county has the option of providing CMSP benefits for customers.

3.1.5 Diversion

The Diversion program is available to families who are eligible for CalWORKs but require only one-time cash or non-cash assistance to secure or retain employment. This program is an option for families to avoid the need for ongoing public assistance.

3.1.6 Foster Care

The Foster Care program provides cash payments and related Medi-Cal benefits for children in out-of-home placements.

3.1.7 Adoption Assistance Program

The Adoption Assistance Program (AAP) provides benefits to meet the special needs of adoptive children who meet certain criteria.

3.1.8 Emergency Assistance

Emergency Assistance (EA) is a federally funded program to reimburse the cost of services for families who have a child at risk of removal from the home.

3.1.9 Refugee Cash Assistance

Refugee Cash Assistance (RCA) is a program for people who enter the United States as refugees and who are not eligible for other public assistance programs. Single adults and couples without children, may receive RCA by meeting the following criteria:

- They are not receiving CalWORKs or Supplemental Security Income/State Supplementary Payment (SSI/SSP);
- They have been in the United States for less than eight months; they have documentation from the U.S. Citizenship and Immigration Services indicating their immigration status and category and are admitted under a category that makes them eligible; and
- They meet income, assets, and other eligibility criteria and register for employment and employment-directed training.

3.1.10 Cash Assistance Program for Immigrants

The Cash Assistance Program for Immigrants (CAPI) provides monthly cash benefits to aged, blind, and disabled non-citizens (refugees) who are not eligible for SSI/SSP solely due to their immigration status.

3.1.11 Cal-Learn

The Cal-Learn program assists pregnant and parenting teens who are receiving CalWORKs, attend and graduate from high school or its equivalent. Payments for necessary childcare are included.

3.1.12 Kinship Guardianship Assistance Payment

The Kinship Guardianship Assistance Program (KinGAP) is a permanency option for children in appropriate, long-term foster care placements with relative caregivers. This payment program provides relative caregivers who are unable or unwilling to adopt a child in foster care with another option for exiting the child welfare system, provided that permanent placement in the relative's home is in the best interests of the child.

3.1.13 Food Stamp Employment and Training

The Food Stamp Employment and Training Program (FSET) is California's employment and training program for NAFS applicants and recipients. NAFS recipients get food stamps each month, but are not eligible to receive a monthly cash grant under the CalWORKs program.

3.1.14 Child Care

The Child Care programs provide assistance in paying for childcare to individuals meeting specific program eligibility requirements, some of whom are current or former CalWORKs recipients meeting specific eligibility criteria. The eligibility policies and standards generally follow CalWORKs processing, although special eligibility rules apply to the different types of Child Care. The specific types of Child Care are described below:

- A. Stage 1 – Child Care for CalWORKs families who have a parent in an approved Welfare to Work activity;
- B. Stage 2 – Child Care for certain and former CalWORKs families who meet the eligibility and need criteria;
- C. Stage 3 – Child Care for former CalWORKs recipients, or recipients of Diversion who meet the eligibility and need criteria; and
- D. General Alternative Payment Program (GAPP) – Child Care for families who have been referred by Child Protective Services (CPS). Child Care for families who meet eligibility and

need criteria such as employed, seeking work, participating in job training or an education program.

3.1.15 Employment Services

Employment Services are those programs designed to move public assistance customers to employment and self-sufficiency. Employment Services is composed, at a minimum, of Welfare to Work (WTW) and FSET. Customers are provided education, training, employment assistance, and community services that will allow them to attain self-sufficiency. In addition, customers are provided supportive services to aid in their ability to participate in assigned activities and employment. Matching customer needs and skills to available, appropriate service providers is an important component of this program. Overall management of employment providers encompasses recruitment, contract administration, and performance monitoring.

3.1.16 Homeless Assistance

Homeless Assistance is a nonrecurring special needs program that provides payment to homeless families (or to families at risk of becoming homeless) who receive, or are apparently eligible to receive, CalWORKs. Payments can be made for temporary Homeless Assistance, permanent Homeless Assistance, or both.

3.2 *C4Yourself™ e-application*

The C-IV System is currently the only SAWS Project system that includes a fully implemented web-based electronic application. The Consortium introduced **C4Yourself™** as an online application that allows the public to apply for the Food Stamp Program through a secured website, with the primary objectives of increasing Food Stamp participation and reducing the re-keying of data by workers. By November 2009, the Consortium plans to expand **C4Yourself™** to include the ability to apply for CMSP, Medi-Cal, and CalWORKs.

4 Nature and Scope of C-IV Procurement Planning Services

In order to meet the responsibilities discussed in Section 1.6.3, *Planning Consultant Responsibilities*, the Planning Consultant shall successfully and timely develop, implement, and support a procurement strategy for acquiring new goods and services for the C-IV System as required in the Agreement. The following sections provide an overview of scope of work required of the Planning Consultant. Specific Planning Consultant requirements, Deliverables, tasks and work products, are also outlined in this Section.

4.1 Project Management

The Planning Consultant shall establish a Project Management approach that ensures a successful procurement process including, but not limited to, the following:

- A. Planning, reporting, and controlling work;
- B. Identifying, tracking and resolving problems and issues;
- C. Mitigating risks proactively; and
- D. Establishing and maintaining open communication processes and leadership.

The Planning Consultant shall utilize existing C-IV Procurement Project Management Plans to ensure that all of the Consortium's stakeholders are kept apprised of Project progress, issues, and risks. Existing Project Managements Plans are available in the **C-IV PROCUREMENT LIBRARY** referenced in Section 2.7.

The Planning Consultant shall cooperate fully with the C-IV Project management teams, State, Federal, Consortium, and County staff to support and implement the approved new M&O procurement strategy. The Planning Consultant shall work closely and cooperatively with the Consortium Counties to identify and document options they may have with relation to system components such as: their participation in the C-IV Imaging component, Help Desk support, use of the C-IV Interactive Voice Response functionality, or which Network Model they wish to utilize.

4.2 Scope Management

The Planning Consultant shall develop and implement an approach for managing the scope of the C-IV Procurement Project. The Consortium recognizes that changes in scope are inevitable and may be due to a variety of unforeseen factors. The Planning Consultant shall inform the Consortium Procurement Manager of any potential scope changes as soon as is reasonably possible so as to discuss, analyze, and document the impact of the change in scope and determine next steps. Based on these assessments, the Planning Consultant will work with the

Consortium to confirm/reconfirm Project scope for subsequent tasks, phases, and/or Deliverables.

4.3 Project Facility, Business Equipment and Supplies

The Planning Consultant shall provide secured office space for itself and the C-IV Procurement Manager during the term of the **Agreement**. To accommodate travel to and from meetings for state and Consortium stakeholders, the Consortium prefers that the office space be located within the 95670, 95833, or 95678 zip code areas. All facilities, workstations, software and other business equipment and supplies are subject to Consortium approval.

4.3.1 Project Facility, Business Equipment, and Supplies Requirements

Req. #	Requirement
1.	<p>The secured office space (at the Facility) shall include, at a minimum, provide the following to support all staff assigned to the C-IV Procurement Project.</p> <ul style="list-style-type: none"> A. Work Space for each Planning Consultant staff member, as needed; B. Large (30 people) and small (10 people) capacity conference rooms complete with at least one white board, tables and chairs; or in lieu of such space, the Planning Consultant shall provide an approach to acquiring comparable meeting space on an as needed basis; C. Workstations for each staff member configured with Office Administration Software, group scheduling, e-mail, Internet access, and any other Software or GroupWare for Project-wide communication and administration; D. Workstation copies of all software needed for managing the C-IV Procurement Project. At a minimum the C-IV Procurement Project requires the following software: <ul style="list-style-type: none"> 1. Microsoft Office 2003 or later; 2. Microsoft Project 2003 or later; 3. WinZip, version 8.1 or later; and 4. Adobe Acrobat Professional 6.0 or later; E. Servers and all related software with necessary licenses to support all administration functions; F. Printer(s); G. Color Printer; H. High Volume Duplicating equipment with maintenance plan; I. Facsimile equipment; and J. Space to house C-IV Procurement Project records and documents.

Req. #	Requirement
2.	<p>The C-IV Procurement Manager must be provided a separate individual office which shall be equipped at a minimum, with:</p> <ul style="list-style-type: none"> A. One desk; B. One chair with arms; C. One bookcase; D. One four drawer locking file cabinet; E. One side chair; F. One workstation; G. Two monitors; and H. One speaker telephone, with a unique extension number, multiple lines, and voice mail.
3.	<p>The Facility shall include staff parking space on a one-to-one ratio adjacent to the structure. Additional parking spaces to accommodate meetings and ad hoc groups shall be included.</p>
4.	<p>For the duration of the C-IV Procurement Project, the Planning Consultant shall provide separate Microsoft Outlook e-mail accounts for the C-IV Project Director, C-IV Procurement Manager and up to three additional Consortium representatives.</p>
5.	<p>For the duration of the Proposal Evaluation period, the Planning Consultant shall provide separate Microsoft Outlook e-mail accounts for an estimated five members of the Evaluation Team.</p>
6.	<p>The Planning Consultant shall be responsible for all costs related to the purchase, lease, or rental and operation of the C-IV Procurement Project Facility, including, but not limited to:</p> <ul style="list-style-type: none"> A. Leasehold improvements; B. Utilities; C. Security; D. Telephone and teleconferencing; E. LAN; F. Office equipment; G. Office supplies; H. Shipping and Postage; I. Janitorial service and supplies; J. C-IV Procurement Project staff parking; and K. Insurance.

4.4 Planning Consultant Staffing

The Planning Consultant shall employ a methodology for staff management that facilitates a productive working relationship with Consortium staff as well as the C-IV Procurement Project Stakeholders and that promotes timely task completion. In order to facilitate Project progress and avoid wasted time and effort associated with training replacement staff, it is important to the Consortium that the Planning Consultant minimize staff turnover to the extent possible, particularly Key Staff.

4.5 Key Staff Roles

The following roles are presumed to be Key Staff roles; however, the Planning Consultant shall recommend its proposed Key Staff and provide justification through organization and staff loading charts that include functional responsibilities and Staff at each level for all Project tasks listed in this RFP.

4.5.1 Planning Consultant Manager

The Planning Consultant Manager shall have overall responsibility for ensuring the Planning Consultant team successfully completes all planning and procurement tasks, work products, and Deliverables as defined in this RFP, in accordance with the **Agreement**, and within the timeframes established in the approved C-IV Procurement Project Work Plan. The Planning Consultant Manager shall be able to make binding decisions for the Planning Consultant organization. The Planning Consultant Project Manager or other substitute Project management personnel for the Planning Consultant shall be on-site or otherwise reasonably available to provide immediate response to the Consortium full time during the Project.

4.5.2 Project Management Office Support

The Planning Consultant shall provide Project Management Office (PMO) Support responsible for assisting with Work Plan development and maintenance, fiscal analysis, tracking of issues and risks, development of Deliverable standards and templates, editing and production of all project Deliverables, Project documentation, and preparation of financial related sections of Deliverables as required.

4.5.3 Functional Consultant

The Planning Consultant shall provide a Functional Consultant that shall ensure accurate and complete business requirements are represented in the Planning Consultant Deliverables. The position shall provide social services program, application, and business process expertise and will assist in preparation of the functional portions of Planning Consultant Deliverables. This position shall also be responsible for identifying, documenting, and assessing business and/or functional issues as well as supporting risk identifications and mitigation.

4.5.4 Technical Consultant

The Planning Consultant shall provide a Technical Consultant that shall conduct analysis and provide expertise regarding all technical requirements and aspects of the project. This role requires the individual to have expertise in areas such as designing or evaluating local network and imaging infrastructures, evaluating network and equipment needs, assisting in defining new or modified Service Level Agreements, and communicating complex technical information to non-technical Consortium representatives. The position will be responsible for the technical portions of all Planning Consultant Deliverables. This position shall also be responsible for identifying, documenting, and assessing technical issues as well as supporting risk identifications and mitigation.

The following table details the Planning Consultant's Staffing Requirements:

Req. #	Requirement
7.	The Planning Consultant shall provide sufficient staff, fiscal/administrative support, technical expertise, and any other resource necessary to ensure the success of the effort described herein.
8.	All Key Staff assigned to the C-IV Procurement Project must be on-site or at an approved location for the duration of each Project phase appropriate for their position. The C-IV Procurement Project hours are based on a 5 day, 40 hour workweek, beginning 12 PM PST on Monday and ending 12 PM PST on Friday, with 10-hour workdays Tuesday through Thursday.
9.	The Planning Consultant is required to provide a thirty calendar-day notice and transition plan to the Consortium for any expected Key Staff changes.
10.	The Planning Consultant shall provide the Consortium a resume and three references for any recommended replacement staff.
11.	The Planning Consultant shall provide notice and a transition plan to the Consortium as soon as is reasonably possible for any unexpected staff changes.
12.	The Planning Consultant, working with the C-IV Procurement Manager or designee, shall be responsible for ensuring all Planning Consultant staff clearly understands both initial and ongoing roles and responsibilities, and how the Planning Consultant team and assignments relate to the overall C-IV Procurement Project plan.

4.6 Planning Consultant Deliverable Responsibilities

Throughout the C-IV Procurement Project, the Planning Consultant shall submit various Deliverables, and work products that support the management of the Project or the approved procurement strategy to the C-IV Procurement Manager for approval.

4.7 *Deliverable Acceptance Process*

4.7.1 Development and Maintenance of Planning Consultant Deliverables

The responsibility for development, production, delivery, and maintenance of Planning Consultant Deliverables rests with the Planning Consultant. The Planning Consultant shall work with Consortium staff during development of Deliverables to agree upon content and thereby expedite the approval process.

4.7.2 Deliverable Standards and Deliverable Expectation Documents

The Planning Consultant shall develop and submit for approval global Deliverable standards that shall be used for all Deliverables.

For each required Deliverable, a Deliverable Expectation Document (DED) shall be provided by the Planning Consultant to the C-IV Procurement Manager in advance of the scheduled start of any task or subtask that will produce the Deliverable. The DED shall contain an outline of each Deliverable, requirements, assumptions, approach, resources, related documentation, Deliverable schedule, contingency plan, and signoff approval. The Consortium will discuss specific expectations included in the DED with the Planning Consultant in advance of its due date and will assess its appropriateness when submitted. Mutual agreement on the DED is of primary importance in order to set appropriate expectation levels for the Planning Consultant and the Consortium, and the appropriate acceptance criteria for the Deliverable. The schedule for these tasks shall be delineated in a C-IV Procurement Project Work Plan.

4.7.3 Formal Transmittal of Deliverables

By submitting the Deliverable, the Planning Consultant is certifying that it meets all applicable Agreement specifications. RFP Section 4.8.1, Requirement 23, details the quantity and mode of submission.

4.7.4 Acceptance of Deliverables

Acceptance of Planning Consultant Deliverables shall occur as provided in the **Agreement** (Attachment 4), and in accordance with the accepted C-IV Procurement Project Work Plan. The Consortium review period will vary with the type, complexity, and size of the Deliverable. Minimum Consortium review timeframes are included in the **Planning Consultant Deliverable List** (Attachment 1). The Consortium will review all Planning Consultant Deliverables in accordance with the C-IV Procurement Project Work Plan.

4.7.5 Non-Acceptance of Deliverable

In the event the Consortium finds a Planning Consultant Deliverable to be unsatisfactory, the C-IV Procurement Manager will notify the Planning Consultant of the reason(s) for Deliverable non-acceptance in writing. The C-IV Procurement Manager will meet and confer with the Planning Consultant to provide clarification as requested or needed. The Planning Consultant

shall then correct and resubmit the Deliverable according to the timeframes in the C-IV Procurement Project Work Plan. Rejection of a Deliverable by the Consortium does not allow for slippage of the Project schedule. All subsequent Deliverables shall be submitted in accordance with the baseline C-IV Procurement Project – Work Plan, unless specifically approved by the C-IV Procurement Manager or designee.

4.8 Planning Consultant Deliverables and Work Products

The following tables outline specific requirements related to the C-IV Procurement Project Deliverables and Work Products for which the Planning Consultant will be responsible. A list of Planning Consultant Deliverables with minimum Consortium Report Periods is also contained in the **Planning Consultant Deliverable List** (Attachment 1).

4.8.1 Project Management Deliverables, Tasks and Work Products

As part of its project management responsibilities, the Planning Consultant will prepare and submit to the C-IV Procurement Manager for approval the following Deliverables:

Req. #	Requirement
13.	<p>C-IV PROCUREMENT PROJECT – PROJECT FACILITY PLAN</p> <p>Within 30 calendar-days of the Agreement execution date, the Planning Consultant shall submit a plan that includes detailed information about the proposed C-IV Procurement Project Facility and facility related services.</p>
14.	<p>PROJECT FACILITY COMPLETE REPORT</p> <p>Within 30 days of acceptance of the C-IV Procurement Project –Project Facility Plan, the Planning Consultant shall submit a Project Facility Complete Report. This report shall indicate all tasks related to the establishment of the C-IV Procurement –Project Facility have been completed and certifies the requirements delineated in this RFP or the negotiated Planning Consultant Statement of Work have been met and the facility is ready for occupancy.</p>

Req. #	Requirement
15.	<p>C-IV PROCUREMENT PROJECT - PROJECT MANAGEMENT PLAN</p> <p>This Plan must include a method for utilizing and maintaining the existing C-IV Procurement Project management plans. The C-IV Procurement Project management plans are available in the C-IV Procurement Project – PROCUREMENT LIBRARY addressed in Section 2.7.</p> <p>The C-IV Procurement Project - Project Management Plan must include processes and procedures that ensure the Planning Consultant understands the current C-IV Procurement Project management approach and the periodic update requirements for each of the following project management plans:</p> <ul style="list-style-type: none"> A. Communication Plan; B. Risk Management Plan; and C. Issue Management Plan. <p>The C-IV Procurement Project - Project Management Plan shall contain at minimum:</p> <ul style="list-style-type: none"> D. An Introduction; E. Project Goals and Objective; F. An approach to staff assignment and resource loading; G. An approach to requirements management, which shall include a Requirements Traceability Matrix; H. An approach to Project Status Reporting; and I. An approach to overall quality management.
16.	<p>INITIAL C-IV PROCUREMENT PROJECT – WORK PLAN</p> <p>Within 30 calendar-days of the Agreement execution date, the Planning Consultant shall submit an Initial C-IV Procurement Project Work Plan.</p> <p>At a minimum this Plan must contain the following;</p> <ul style="list-style-type: none"> A. Task and subtask descriptions with Deliverables being easily identifiable; B. Estimated number of Consortium and Planning Consultant staff identified by levels and types; C. Estimated hours by task and subtask; and D. Gantt charts showing planned start and end dates (durations) of all tasks, subtasks, and major Milestones and Deliverables, including time frames for the Consortium’s review and approval of all resulting Deliverables and work products.
17.	<p>PLANNING DELIVERABLE DEVELOPMENT, PRODUCTION, AND ACCEPTANCE PLAN</p> <p>This Plan must include a method for gathering Consortium input and concurrence. The Planning Deliverable Development, Production, and Acceptance Plan must include processes and procedures that ensure that Planning Consultant work products and Deliverables meet business objectives, end-user expectations, and defined requirements. The approach must include a description of the methods and procedures the Planning Consultant will use to accomplish and monitor Deliverable development, production, and acceptance.</p>

Req. #	Requirement
18.	<p>MONTHLY STATUS REPORTS</p> <p>At a minimum the Planning Consultant Monthly Status Report must include the following:</p> <ul style="list-style-type: none"> A. An Executive Summary; B. An updated C-IV Procurement Project Work Plan; including: <ul style="list-style-type: none"> 1. Task and subtask percent completed; 2. Actual number of Consortium & Planning Consultant staff identified by levels and types; 3. Actual hours by task and subtask; and 4. Updated Gantt charts. C. A summary of the C-IV Procurement Project Work Plan updates; D. Details regarding participation and observations by the Planning Consultant Team; E. Activities completed during the reporting cycle; and F. Activities scheduled for completion that were not completed. <p>The final Monthly Status report shall include information necessary for the C-IV Procurement Manager to complete a C-IV Procurement Project Closure Report. In addition to the items listed above, the final Monthly Status Report shall include the following:</p> <ul style="list-style-type: none"> G. A summary of all task and Deliverables completed by the Planning Consultant over the lifecycle of the C-IV Procurement Project; H. All Project Issues and Risks and their corresponding status and disposition; I. Lessons Learned and Best Practices; J. The approach to termination of financial and budgetary aspects of the project; and K. The approach to archiving project documentation.

Req. #	Requirement
19.	<p>PROCUREMENT LIBRARY DEVELOPMENT, DEPLOYMENT, AND MAINTENANCE PLAN</p> <p>Within 30 calendar-days of the Agreement execution date, the Planning Consultant shall submit to the C-IV Procurement Manager a plan for establishing an independent web-based C-IV Procurement Library. The C-IV Procurement Library shall provide potential bidders access to additional background or supporting materials that may be referenced but not included in the C-IV Procurement Project - M&O REQUEST FOR PROPOSAL. The C-IV Procurement Library shall contain Consortium background and existing system design documentation, such as the process for reviewing and/or obtaining the C-IV System source code, interface specifications, project processes with which the selected bidder must comply, and metrics or statistical reports that will be required.</p> <p>At a minimum this plan shall include the following:</p> <ul style="list-style-type: none"> A. Server/System Requirements; B. Domain registration and license information; C. Software & Software Licenses; D. Methodology for accessing the C-IV System source code; and E. A Deployment & Maintenance Plan.
20.	<p>PROCUREMENT LIBRARY DEPLOYMENT COMPLETE REPORT</p> <p>Within 30 calendar-days of acceptance of the Procurement Library Development, Deployment, and Maintenance Plan, the Planning Consultant shall submit a Procurement Library Deployment Complete Report. This report shall indicate that all tasks related to the establishment of the C-IV Procurement Library have been completed, and certify that the C-IV Procurement Library meets all requirements delineated in this RFP or the negotiated Planning Consultant Statement of Work.</p>

Req. #	Requirement
21.	<p>PLANNING CONSULTANT AGREEMENT MANAGEMENT PLAN</p> <p>The Planning Consultant shall provide a Planning Consultant Agreement Management Plan that includes specific Agreement management processes and procedures to ensure the following:</p> <ul style="list-style-type: none"> A. Compliance with the terms and conditions of the Agreement between the Planning Consultant and the Consortium, including, but not limited to: <ul style="list-style-type: none"> 1) Timely Deliverable reviews and project management assessments; 2) Complete, accurate and timely status reports; 3) Project metrics tracking; 4) Issue tracking; 5) Risk management; 6) Timely change request analysis; B. Performance deficiencies are tracked, reported and resolved within the timeframes contained in the approved C-IV Procurement Work Plan; and C. Invoices can be objectively assessed for accuracy, completeness, and adherence to Agreement terms and related cost schedules.

The Planning Consultant shall responsible for the following Project Management related Tasks and Work Products:

Req. #	Requirement
22.	<p>DELIVERABLE EXPECTATION DOCUMENT (DED)</p> <p>In advance of the scheduled start of any task or subtask that will require a Planning Consultant Deliverable, the Planning Consultant shall submit to the C-IV Procurement Manager a DED which contains the following for each Deliverable:</p> <ul style="list-style-type: none"> A. The Approach to developing the Deliverable; B. All related documentation; C. A schedule; D. A contingency plan; E. All requirements, assumptions and required resources; and F. An approval methodology.

Req. #	Requirement
23.	<p>The Planning Consultant shall be responsible for production and distribution of Planning Deliverables in the following manner:</p> <p>A. The Planning Consultant shall submit one hard copy and one electronic copy of each Deliverable.</p> <ol style="list-style-type: none"> 1. Each Deliverable submitted for review and acceptance by the Consortium, must include a formal transmittal letter addressed to the C-IV Procurement Manager. 2. All Deliverables shall be submitted no later than the dates indicated in the accepted C-IV Procurement Project Work Plan. 3. All Deliverables must be complete and shall meet all applicable Agreement specifications. <p>B. The Planning Consultant shall provide an electronic copy, on CD-ROM in a format designated by the Consortium, of all final Deliverables following acceptance by the Consortium.</p> <p>Work on other Deliverables may proceed prior to the Consortium's formal acceptance of the preceding Deliverables, at the Planning Consultant's sole risk. By submitting the Deliverable, the Planning Consultant is certifying that it meets all applicable Agreement specifications.</p>
24.	<p>EVALUATION TRAINING DELIVERY</p> <p>The Planning Consultant will deliver proposal evaluation training based on the approved Proposal Evaluation Guide (Requirement # 27) to the Consortium staff designated as evaluators.</p>
25.	<p>MEETING PARTICIPATION</p> <p>The Planning Consultant shall provide guidance and leadership in prioritizing procurement planning activities. The Planning Consultant Manager and designated Planning Consultant team members shall attend C-IV Procurement and stakeholder meetings when requested to do so by the C-IV Procurement Manager or C-IV Project Director.</p>

4.8.2 C-IV M&O RFP related Deliverables, Tasks, and Work Products

The Planning Consultant will work with the Consortium to identify the C-IV System Maintenance and Operation requirements and formalize those requirements into an RFP for C-IV M&O services. As part of its RFP Development responsibilities, the Planning Consultant shall prepare and submit the following Deliverables:

Req. #	Requirement
26.	<p>MASTER REQUIREMENTS ANALYSIS DOCUMENT</p> <p>This document must include a detailed description of the current C-IV System including at minimum the following areas:</p> <ul style="list-style-type: none"> A. Business Functionality; B. Technical architecture and network infrastructure; C. Interface partnerships; D. Reports/Forms/Correspondence Functionality; E. Central Print/Imaging/Interactive Voice Response(IVR) functionality; F. Instructor Led and Web-based Training; G. System Test and Release Management; and H. Project Management processes.
27.	<p>DECISIONS ACCEPTANCE DOCUMENT</p> <p>This document will detail the decisions reached by each of the 39 Consortium counties related to options they may have regarding system components such as but not limited to:</p> <ul style="list-style-type: none"> A. Imaging System; B. Network Models; C. Help Desk responsibilities; and D. Interactive Voice Response (IVR)/Call Center capabilities.
28.	<p>REQUIREMENTS TRACEABILITY MATRIX</p> <p>The Planning Consultant shall produce and maintain throughout the lifecycle of the C- IV Procurement Project, a matrix that tracks all RFP requirements requested by the Consortium. At a minimum this matrix shall include the following elements:</p> <ul style="list-style-type: none"> A. Each Requirement of the Consortium or C-IV System; B. The status of each Requirement, (e.g., Requested By, Included In RFP, Reason Not included in RFP, Negotiated Away, etc.); and C. The status effective date.

Req. #	Requirement
29.	<p>SERVICE LEVEL AGREEMENT MATRIX</p> <p>The Planning Consultant shall facilitate the definition of new or modified Service Level Agreements (SLA). All new or modified SLAs shall be included in the RFP for the new M&O contractor. At a minimum the following information shall be documented:</p> <ul style="list-style-type: none"> A. Service Area; B. Service Item; C. Performance Standard; D. Effective Date; E. Roles and Responsibilities; F. Escalation; G. Performance Measures; H. Remediation Process; and I. Failure & Nonexclusive Remedies, e.g., liquidated damages, repair, replace, or refund payments, issue credits, or other applicable remedies.
30.	<p>C-IV PROCUREMENT PROJECT– M&O REQUEST FOR PROPOSAL</p> <p>The Planning Consultant shall formalize the requirements into an RFP, inclusive of the following:</p> <ul style="list-style-type: none"> A. Description of the procurement process; B. Statement of Work; C. Functional, technical, management and other requirements; D. Facility Management including: <ul style="list-style-type: none"> 1. Development Data Center (DDC); 2. Production Data Center (PDC); 3. Application Development Facility (ADF); 4. Centralized Imaging Center; 5. Help Desk and Central Print Facilities; E. Proposal submission requirements; F. Evaluation Criteria; G. Cost Schedules; H. Requirements Matrices; and I. A draft Agreement, which will be provided to the Planning Consultant by Consortium.
31.	<p>PROPOSAL EVALUATION GUIDE</p> <p>The Planning Consultant shall prepare a Proposal Evaluation Guide and training materials to be used to train Consortium staff in all aspects of proposal evaluation including but not limited to:</p> <ul style="list-style-type: none"> A. Initial Proposal review for mandatory proposal submission requirements; B. Corporate Qualifications; C. Business Proposal evaluation; D. Key Staff Interviews and Reference Checks; E. Technical Proposal evaluation; F. Cost Proposal analysis; G. The approved Proposal scoring and ranking methodology; and H. Proper justification documentation.

Req. #	Requirement
32.	<p>TRANSITION ANALYSIS AND SUPPORT</p> <p>At the option of the Consortium, the Planning Consultant shall provide transition analysis and support. This may include determining and documenting how the operations of the C-IV System will be turned over to a newly procured M&O Vendor at the end of the current M&O contract term, on termination of the contract. Transition Analysis and Support shall include at a minimum the following:</p> <ul style="list-style-type: none"> A. Cost analysis for all transition activities; B. A plan for an orderly and controlled transition to a subsequent M&O Contractor with minimal disruption of system availability and services provided to the Consortium technical staff or end-users; C. A plan for transferring to the subsequent M&O Contractor all Software, documentation, data, test data, procedures, and all Equipment in the current M&O Contractor’s custody and control; D. A plan for the destruction of duplicate data or materials deemed to be confidential remaining in the current M&O Contractor’s possession at the end or termination of the current M&O Contract; E. Provide comprehensive turnover training; F. Delineating all points of contact and support services required between the current M&O contractor and subsequent M&O Contractor as well as all points of contact between the new M&O Contractor and the 39 Consortium counties.
33.	<p>VENDOR SELECTION REPORT</p> <p>The Planning Consultant shall prepare the Vendor Selection Report which will provide the C-IV Board of Directors with the following:</p> <ul style="list-style-type: none"> A. An overview of the evaluation methodology; B. Summary of the findings of each of the evaluation team; C. The C-IV Proposal Team’s recommendation; and D. The rationale for the recommendation.

The Planning Consultant shall be responsible for the following C-IV M&O Procurement related Tasks and Work Products:

Req. #	Requirement
34.	The Planning Consultant shall be responsible for coordinating and facilitating all Requirement Gathering sessions.
35.	The Planning Consultant shall provide fiscal analysis as needed throughout the lifecycle of the C-IV Procurement Project.
36.	The Planning Consultant shall be responsible for coordinating and facilitating negotiations between the Consortium and the apparently successful C-IV M&O Contractor.

5 Planning Proposal Structure and Submission

All interested and qualified Vendors are invited to submit a Proposal for consideration. Responding to this RFP requires thoroughness, the ability to recognize and understand all the details necessary for performing the required work, and a detailed evaluation of the personnel requirements and costs for providing the Services and Deliverables that are the subject of this solicitation. When responding, prospective Vendors shall respond to all elements of this RFP. Submission of a Proposal indicates that the Vendor has read and understands this entire RFP, including all schedules, requirements, attachments, and addenda and agrees that all requirements of this RFP have been satisfied in its Proposal.

Proposals must be submitted in the format described in this Section and are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. All Proposals and documents submitted with the Proposals shall be clearly written in the English language. Expensive bindings, colored displays, or promotional materials are not necessary or desired. Submission of sales materials or brochures is not permitted. Emphasis should be concentrated on conformance to the instructions contained in this RFP, responsiveness to the requirements contained in this RFP, and completeness and clarity of content. **Inadequate, incomplete, or otherwise non-responsive Proposals shall result in elimination from further consideration, at the sole discretion of the Consortium.**

5.1 Proposing Realistically

Proposals must sufficiently assure the Consortium that the prospective Planning Consultant can do the work as described in the RFP within the proposed price and schedule while meeting all requirements. Proposals shall reflect a realistic job to be performed at a price within the limits described in the RFP. The proposed Work Plan and schedules will be evaluated and scored, in part, based on level of effort, quality, and timing.

5.2 Proposal Structure

In order to be considered for the award of an Agreement resulting from this RFP, a prospective Planning Consultant must submit a Proposal as specified below:

Req. #	Requirement
37.	All proposals must be submitted on 8 ½ inch by 11 inch recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than ½ inch top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment. Typeface must be no less than 10 characters per inch. Each page, including attachments and exhibits shall be consecutively numbered.

Req. #	Requirement
38.	<p>A signed original, which may be bound, shall be submitted in sealed envelopes or packages clearly labeled 'C-IV Procurement Project - REQUEST FOR PROPOSAL #2009-01'. The packaging shall be marked with the prospective Planning Consultant's name and address. The Consortium requires ten (10) hard copies and ten (10) electronic copies on separate CD-ROMs.</p> <p>The original copy must be clearly marked "Master Copy." If one copy of the Proposal is not clearly marked "Master Copy," the Proposal may be rejected. If discrepancies are found between two or more copies of the Proposal, the Proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.</p>
39.	The proposed C-IV Procurement Project Work Plan must be submitted using Microsoft Project version 2003 or later. Electronic copies of the C-IV Procurement Project Work shall be included on the same CD-ROMs discussed in Req.# 38.

5.3 Section 1 – Transmittal Letter and Vendor Registration Packet

Section 1 shall contain a Transmittal Letter submitting the Proposal to the Consortium and the **Vendor Registration Packet** (Attachment 3). **Costs or prices shall not be included in the Transmittal Letter.**

5.3.1 Transmittal Letter

The Transmittal Letter shall contain the following:

Req. #	Requirement
40.	A statement that the prospective Planning Consultant, if selected, will comply with all federal and State regulations, rules, and policies.
41.	<p>A statement certifying the following:</p> <p>A. That the prices in the Proposal have been arrived at independently, without consultation, communication or agreement, for the purposes of restricting competition, as to any manner relating to such prices with any other prospective Planning Consultant;</p> <p>B. That the prices quoted within the Proposal have not been knowingly disclosed by the prospective Planning Consultant and will not knowingly be disclosed, prior to the Proposal due date, directly or indirectly to any other prospective Planning Consultant; and</p> <p>C. That no attempt has been made or will be made by the prospective Planning Consultant to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.</p>
42.	A statement certifying that neither the Planning Consultant organization, nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or county department or agency.

Req. #	Requirement
43.	A statement certifying that no relationship exists between the prospective Planning Consultant and the Consortium, or one or more of the individual Counties, that interferes with open and free competition or constitutes a conflict of interest. The statement shall certify that no relationship exists between the prospective Planning Consultant and another person or organization that constitutes a conflict of interest with respect to an existing County or Consortium contract.
44.	A statement certifying that, if the Planning Consultant is a subsidiary, the ultimate parent organization will guarantee full performance of the Planning Consultant's obligation in accordance with the terms of the Agreement.
45.	A statement that the prospective Planning Consultant agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and an Agreement awarded.
46.	A statement that the offer made in the Proposal is firm and binding for 120 days from the date the Proposal is opened and recorded.
47.	A statement that the prospective Planning Consultant agrees to provide the Consortium with any other information that the Consortium determines is necessary for an accurate determination of the prospective Planning Consultant's ability to perform the services as proposed.
48.	A statement that the undersigned, under penalty of perjury, is an agent authorized to submit Proposals on behalf of the prospective Planning Consultant.
49.	Signature by an office, employee, or agent of the prospective Planning Consultant.

5.3.2 Vendor Registration Packet

A separate **Vendor Registration Packet** (Attachment 3) shall be completed and submitted for the proposing Planning Consultant and each subcontractor.

5.4 Section 2 – Business Proposal

5.4.1 Table of Contents

The Proposal shall contain a Table of Contents that shows how the entire Section 2 – Business Proposal is organized and presented using a numeric outline format.

5.4.2 Executive Summary

The Executive Summary shall provide a condensed and concise overview of the key points of the Proposal. The primary objective of this summary is to provide an overview of the key points in the Proposal for the Consortium's executive management. While no specific format need be followed, it should include salient and significant points and minimize highly technical terms. It should be brief and concise, not to exceed five (5) pages.

5.4.3 Business Management and Staffing Approach

This subsection of the Business Proposal shall include sufficient detail to assure the Consortium that the Planning Consultant has developed an approach for performing and managing each of the services and Deliverables listed in Section 4 of this RFP.

Req. #	Requirement
50.	This subsection shall provide sufficient detail to meet the requirements of Section 4.1, Project Management and 4.2, Scope Management.
51.	This subsection shall include sufficient detail to assure the Consortium that the Planning Consultant can and will provide a Project facility, and business equipment and supplies as described in Section 4.3, Project Facility, Business Equipment, and Supplies Requirements.
52.	This subsection shall include staff position descriptions and responsibilities for each proposed Planning Consultant team member along with an organization chart depicting the reporting relationships among the Planning Consultant team.
53.	This subsection shall include staff loading information for all staff resources contained within the proposed C-IV Procurement Project Work Plan.
54.	This subsection shall include a resume and three references for each Planning Consultant team member identified in the proposed organization chart. Resumes shall include previous experience including identification of client or employer, descriptions of assignments and dates of service. References must be from an individual who is either a former customer, or an individual who provided oversight of the team member, and who does not presently work for the proposing Planning Consultant. It is the responsibility of the proposing Planning Consultant to provide references that are prepared to respond to written inquiries within the timeframe specified by the Consortium.
55.	This subsection shall include a Staff Experience Matrix (Attachment 5) for each Planning Consultant team member identified in the proposed organization chart.
56.	This subsection shall include the Planning Consultant organization's background-check policies and procedures. The Planning Consultant shall conduct a background check on all staff that will be used for the services resulting from this RFP.
57.	This subsection shall include any assumptions concerning staffing for the Project including, but not limited to, any work to be performed off-site and/or by Staff located off-site, and Staff schedules and availability.

5.4.4 Proposed C-IV Procurement Project Work Plan

The approach shall be comprehensive enough in scope and detail to convey the Planning Consultant's ability to complete the duties described in this RFP within the Consortium approved timeframes.

Req. #	Requirement
58.	This subsection shall include an approach to performing and completing all tasks, subtasks, and Deliverables identified in Section 4 of this RFP.
59.	This subsection shall include a proposed Microsoft Project™ C-IV Procurement Project Work Plan, including all tasks and subtasks, interrelationships, constraints, and assumptions. For proposal purposes, the Planning Consultant should use 12/7/2009 as the Project start date and 5/31/2011 as the Project end date.

5.4.5 Corporate Experience and Qualifications

In addition to the **Vendor Registration Packet** (Attachment 3), a concise but thorough description of all relevant experience is required. The Planning Consultant shall:

Req. #	Requirement
60.	Provide details of corporate experience relevant to the proposed Agreement.
61.	Provide five most relevant corporate references with an explanation of their relevancy.

If a prospective Planning Consultant plans to subcontract any portion of the service delivery in this RFP, the proposal shall include the following:

Req. #	Requirement
62.	A detailed description of all work to be performed by the subcontractor.
63.	The percentage of the total Project work the subcontractor will perform.
64.	A separate Vendor Registration Packet (Attachment 3) including corporate references shall be provided for each subcontractor.
65.	A statement certifying that any subcontract entered into by the Planning Consultant shall be subject to the applicable requirements of CDSS Manual of Policies and Procedures Division 23, section 604, and the relevant sections of the Agreement, and the Planning Consultant shall be responsible for the performance of the subcontractor.

5.5 Key Staff Interviews and References

Following the detailed evaluation and scoring of the Business Proposal subsections outlined in Section 5.4, the Key Staff presented in those Proposals with a normalized Business Proposal score of 25 or greater will be interviewed. See Section 6.4.1, for explanation of the score normalization methodology. Interview questions will include background and relevant experience, together with situational business related questions.

5.6 Section 3 - Cost Proposal

The prospective Planning Consultant shall submit in a separate sealed envelope, the completed **Cost Proposal Form** (Attachment 6). Completion of both Cost Proposal worksheets is mandatory. In addition to the **Cost Proposal Form** (Attachment 6), each prospective Planning Consultant is required to submit a proposed Payment Schedule with its Cost Proposal that corresponds directly to the appropriate Deliverables being proposed.

The **Cost Proposal Form** (Attachment 6) is comprised of a Microsoft Excel workbook that contains two worksheets. Formulas have been inserted in the appropriate cells of the worksheets so that summary numbers automatically calculate. Vendors must document any changes to formulas or links for reasons other than to accommodate additional rows in sums, and indicate any such changes as comments in the affected cells. **It is solely the responsibility of the proposing Vendor to ensure that all mathematical calculations are correct in their Proposal.**

ANY COST PROPOSAL IN EXCESS OF \$2.4 MILLION WILL BE DISQUALIFIED AND THE VENDOR'S PROPOSAL WILL BE ELIMINATED FROM CONSIDERATION.

Req. #	Requirement
66.	The Planning Consultant shall include a list, with descriptions of any special cost assumptions, conditions, and/or constraints relative to, or that impact, the costs presented on the detailed schedules. The cost impact of any conditions or exceptions listed in this RFP shall be detailed in this part of the prospective QA Vendor's Proposal
67.	With consideration for all tasks, subtasks, Deliverables, staffing, or services proposed, the prospective Planning Consultant is to include a proposed payment schedule for services provided.

5.7 Proposal Submission

Delivery may be accomplished via regular mail, expedited delivery such as Federal Express, messenger/courier service, or by a Planning Consultant representative to:

**C-IV PROCUREMENT PROJECT
REQUEST FOR PROPOSAL #2009-01, PLANNING CONSULTANT SERVICES
11290 PYRITES WAY, SUITE 150**

RANCHO CORDOVA, CA 95670
ATTENTION: MS. LESLIE JOHNSON, C-IV PROCUREMENT MANAGER

FACSIMILE OR ELECTRONICALLY TRANSMITTED PROPOSALS WILL NOT BE ACCEPTED. Any materials that are received and that do not explicitly indicate its RFP related contents may be opened as general mail.

5.8 Proposal Submission Deadline

The Proposals are due at the address, as specified in Section 5.7, on or before the date and time specified in Section 2.1 of this RFP. The responsibility for timely Proposal submission rests solely with the prospective Planning Consultant. Proposals received after the closing date and time will not be opened for evaluation. **POSTMARKS WILL NOT BE ACCEPTED IN LIEU OF ACTUAL RECEIPT.**

6 Proposal Evaluation and Selection

6.1 Evaluation Overview

All properly submitted Proposals will be subject to a standard review process developed by the Consortium.

6.2 Evaluation Team

The Consortium will establish a formal Evaluation Team. The Evaluation Team will be responsible for evaluating the Business and Cost Proposals, including the scoring, interviewing Key Staff, resolving compliance issues and participating in the development of the Vendor Selection Report. The Consortium’s legal counsel will evaluate any proposed changes to the Agreement.

6.3 Initial Review

An initial pass/fail review will be conducted on all properly submitted Proposals to determine if they comply with the mandatory form and content requirements outlined in Section 5 of this RFP, and that all required items are provided and signed by a representative of the Vendor’s organization with the authorization to bind the firm. The Consortium reserves the right to waive minor irregularities and/or to request additional information to resolve minor irregularities in Proposals, providing that such action is deemed to be in the best interest of the Consortium.

ANY PROPOSAL THAT FAILS THE INITIAL REVIEW WILL BE DISQUALIFIED WITHOUT FURTHER CONSIDERATION.

6.4 Detailed Review

Those Proposals that pass the Initial Review will be subjected to a thorough evaluation and scoring of each subsection of the Business Proposal.

The following table provides the relative weight of each section Proposal section.

Business Proposal			40%
Project Management & Staffing Approach	25% of the Total Proposal		
Proposed C-IV Procurement Project Work Plan	10% of the Total Proposal		
Corporate Experience and Qualifications	5% of the Total Proposal		
Staff Interviews			20%
Project Manager	12% of the Total Proposal		
Other Key Staff	8% of the Total Proposal		
Cost Proposal			40%
Total Evaluation Score			100%

6.4.1 Business Proposal Review

The Business Proposal must sufficiently assure the Consortium that the prospective Planning Consultant can perform the work as described in this RFP within the proposed price and schedule. The criteria outlined in the following sections will provide the basis for evaluation of each subsection of the Planning Consultant's Business Proposal.

- A. *Project Management* – the adequacy and quality of the Planning Consultant's approach to performing the Planning Consultant's obligations as described in Section 4.
- B. *Proposed C-IV Procurement Project Work Plan* – the adequacy and quality of the Proposed C-IV Procurement Project Work Plan will be evaluated for overall feasibility, including interdependencies, constraints, and assumptions; and the approach to staff assignment and resource loading within the Proposed C-IV Procurement Project Work Plan.
- C. *Corporate Experience and Qualifications* - The adequacy and appropriateness of the Planning Consultant's corporate experience and qualifications will be evaluated for relevancy of past performance and experience, and the findings from each corporate reference check.

6.4.2 Business Proposal Scoring

The Evaluation Team members will individually score each of the three subsections of the Business Proposals described in Section 6.4.1. The individual scores for each subsection will then be averaged and totaled to arrive at a raw Business Proposal score. Business Proposal Scores will be determined as follows:

1. The proposal with the highest raw Business Proposal score will receive the maximum allowable score of 40.
2. The raw Business Proposal scores for the remaining Proposals will be normalized as follows:

$$\text{(Raw Business Proposal score} \div \text{highest raw Business Proposal score)} \times 40 = \text{Normalized Business Proposal Score.}$$

Only the Business Proposals with a normalized Business Proposal score of 25 or greater will advance to the next stage of the Evaluation, Key Staff Interviews. Those Vendors that advance will be contacted to schedule interviews.

The remaining Vendors will be notified that their Proposal will not advance to the next level.

6.5 Key Staff Interviews and References

The Key Staff identified in the Proposals that achieved a normalized Business Proposal score of 25 or greater will be required to interview before a panel composed of the Evaluation Team. Interview questions will include background and relevant experience, together with situational business related questions. The scores for the Project Manager will be determined separately from the other Key Staff on the Planning Consultant's proposed team.

The interviews will be scored as follows:

1. The individual's responses to each question will be scored separately by each panel member.
2. The panel members' scores for each response will be averaged.
3. The sum of the averaged scores for the entire interview will be totaled to determine the individual's interview score.
4. The Project Manager's raw interview score will be held separately from other Key Staff.
5. The interview scores for other Key Staff will be totaled and averaged to derive a single score.

A questionnaire will be sent to the references provided for each Key Staff person. The reference provider will be asked to provide responses that include a narrative response, a score and an explanation for the score. The result of the Reference Checks may impact the raw interview score.

The sum of the raw interview scores for Project Manager will be treated as follows:

1. The Project Manager with the highest raw interview score will receive the maximum allowable score of 12.
2. The raw interview scores for the remaining Project Manager candidates will be normalized as follows:

$(\text{Raw interview score} \div \text{highest raw interview score}) \times 12 = \text{normalized interview score (Project Manager)}$

The combined raw interview score for the other Key Staff will be normalized as follows:

1. The other Key Staff with the highest raw interview score will receive the maximum allowable score of 8.
2. The raw interview scores for the other Key Staff from the remaining Proposals will be normalized as follows:

$(\text{Raw interview score} \div \text{highest raw interview score}) \times 8 = \text{normalized interview score (other Key Staff)}$

6.6 Cost Proposal Review and Scoring

Section 3 - Cost Proposals will be opened, evaluated, and scored *after* the evaluation of the Business Proposal and Key Staff Interviews. Cost Proposals will be evaluated for completeness and confirmation that all required forms are signed by a Planning Consultant representative who has the authority to bind the firm. Each prospective Planning Consultant is required to submit a proposed Payment Schedule with its Cost Proposal that corresponds directly to the appropriate Deliverables being proposed. Only those Cost Proposals that include all required forms, with signature of a representative of the Planning Consultant's organization who has the authority to bind the firm, will be scored using the following methodology:

The Cost Proposals score will be normalized in accordance with the following formula:

1. The Cost Proposal with the lowest cost will receive the maximum allowable score of 40.
2. The remaining Cost Proposals will be normalized as follows:

$(\text{Lowest Cost Proposal Amount} \div \text{Vendor Cost Proposal amount}) \times 40 = \text{Cost Proposal Score}.$

6.7 Total Evaluation Score

The Planning Consultant's total evaluation score will be the sum of the normalized Business Proposal score, the normalized Staff interview score, and the normalized Cost Proposal score.

6.8 Selection and Notification of Intent to Award

After the Consortium has completed the review and evaluation process, a Vendor Selection Report summarizing all phases of the Evaluation process and results will be developed. After approval by the Evaluation Team the Vendor Selection Report will be submitted to the Consortium Board of Directors and State stakeholders for review. The Consortium Board of Directors will make the final selection. Following selection by the Consortium Board of Directors, a **Notification of Intent to Award** will be sent to the apparently successful Planning Consultant. The other bidders will receive a letter indicating they have not been chosen as the apparently successful Planning Consultant.

6.9 Negotiations

The Consortium may require the selected Planning Consultant to participate in Agreement negotiations and to submit revisions to pricing, technical information, or items from its Proposal, that may result from these negotiations.

Agreement negotiations will be held at a site designated by the Consortium. The apparently successful Planning Consultant shall be available to begin negotiations within five working days following mailing of the **Notification of Intent to Award**. If a satisfactory **Agreement** cannot be negotiated within a reasonable time as determined by the Consortium, the Consortium may, at

its sole discretion, terminate negotiations with the apparently successful Planning Consultant and initiate negotiations with the next highest scoring Vendor.

7 Agreement Requirements

7.1 Purpose of the Agreement

The purpose of this section is to describe the type of **Agreement** that the selected Planning Consultant shall be required to execute. This section is not a substitute for any requirement or provision in the **Agreement**. The **Agreement** is included as Attachment 4 of this RFP and sets forth the Consortium's terms and conditions. The Consortium expects the selected Planning Consultant to enter into an Agreement substantially similar to Attachment 4. The Consortium will execute the **Agreement** through the Consortium Board of Directors.

The Prospective Planning Consultant must not submit its own standard contract terms and conditions as a response to this RFP. The Prospective Planning Consultant must submit with its Proposal any exceptions and exact contract deviations that its firm wishes to negotiate; however, many clauses are required by applicable law and cannot be negotiated. Prospective Planning Consultant exceptions shall be set forth in detail in a table in the Proposal, together with the section of the **Agreement** affected by the exceptions, the issue, the reason for the proposed change, proposed alternative language which is marked to show the changes to the model contract, and the impact, if any, on the Prospective Planning Consultant's proposed total firm fixed price which must be based on the published **Agreement**. Proposed **Agreement** language changes not submitted in the format presented below shall not be considered and shall be returned without review.

Exceptions Table

Agreement Section	Issue	Reasons for Proposed Change and Rationale for Cost Reduction	Proposed Alternative or Additional Language to Insert into Agreement	Cost Reduction/ Impact on Price

7.2 General Agreement Information

The **Agreement** shall include 1) the **Agreement** itself and any **Agreement** amendments, 2) this RFP, RFP Addenda, and any RFP Amendments, 3) all specifications incorporated in the **Agreement** by reference, 4) the C-IV Procurement Project Work Plan accepted by the Consortium, and 5) the prospective Planning Consultant's Proposal submitted in response to this RFP.

Upon execution of the **Agreement**, the Planning Consultant, with input from the Consortium, shall prepare the Initial C-IV Procurement Project Work Plan based on the proposed C-IV Procurement Project Work Plan in the Proposal and shall detail due dates for each of the Deliverables. The Initial C-IV Procurement Project Work Plan shall be a Deliverable that will be incorporated into the **Agreement** between the Consortium and the Planning Consultant and

made a part thereof following acceptance by the Consortium. Failure by the parties to agree to a revised C-IV Procurement Project Work Plan within 45 calendar days after the **Agreement** execution will allow the Consortium to terminate the **Agreement** without liability for such termination.

7.3 Agreement Type

The **Agreement** resulting from this competitive procurement process shall be a Firm Fixed Price **Agreement**. All costs, including, but not limited to, indirect cost and out-of-pocket expenses, shall be factored in the **TOTAL FIRM FIXED PRICE, NOT TO EXCEED \$2.4 MILLION**.

7.4 Payment for Services

The Consortium shall negotiate the proposed payment amounts for each Deliverable and incorporate them into the final terms of the Agreement.

The Consortium shall pay the Planning Consultant on a Deliverable-basis. The Planning Consultant may submit invoices following acceptance of Deliverables as described in the **Agreement**.

7.5 Payment Method(s)

The Consortium will authorize payments for Deliverables only upon written Acceptance of each Deliverable and for Milestones only upon written Acceptance of Milestone completion.

7.6 Availability of Funds

Payment for all services provided in accordance with the provisions of the **Agreement** is contingent upon the continued availability of county, State, and Federal funds.

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