



Notice and Request for Proposals

Enterprise Technology System to Support Pesticide Permitting and Use Reporting Deployed for all California Counties

California Agricultural Commissioners and Sealers Association
(Request for Proposal #10)

The deadline for proposals to be received is
3:00 P.M. Pacific Daylight Time on Friday October 16, 2009

One printed original, one unbound copy, and electronic copies of the technical and cost proposals on separate CD-ROMs must be submitted to:

Mr. Robert Lilley, Agricultural Commissioner/Sealer
County of San Luis Obispo
Department of Agriculture/Weights and Measures
2156 Sierra Way, Suite A
San Luis Obispo, CA 93401

Key Information Summary Sheet

California Agricultural Commissioners and Sealers Association - CACASA
Request for Proposals #10

Pesticide Permitting and Use Reporting System For Statewide Implementation

- RFP Issue Date:** August 26, 2009
- Proposals to be sent to:** Robert Lilley, Agricultural Commissioner/Sealer
County of San Luis Obispo
Department of Agriculture/Weights and Measures
2156 Sierra Way, Suite A
San Luis Obispo, CA 93401
- Closing Date and Time:** October 16, 2009 - 3:00 p.m. Pacific Daylight Time
- Contact for Information & Questions:** John Gless
Phone #: (970) 420-9114
E-mail: jgless@geographit.com
- Pre-Proposal Conference:** September 10, 2009
9:00 a.m. to 12:00 noon
Department of Agriculture Auditorium
2156 Sierra Way, San Luis Obispo, CA
- Vendor Interviews:** Short list interviews (if required) will be conducted on December 2, 2009. Specifics to be determined later.
- RFP Package Contents:**
- 1) RFP Scope of Services, Instructions, & Professional Services Agreement (this document)
 - 2) Cost Proposal spreadsheet template (PesticideITcost.xls)
 - 3) Affidavits: Non-collusion, Non-performance of Work
 - 4) System Requirements Specification (detailed scope)
 - 5) CEDTS Manual and Specifications
 - 6) Phase I Needs Assessment Report
 - 7) Phase II Recommended Solution Report
 - 8) Pesticide IT Recommendation Study RFP
 - 9) Residual Mill Assessment Fund MOU
 - 10) Pesticide Use Enforcement Program Standards – Vol. 3
 - 11) Guide to Pesticide Regulation in California

Note: The entire package of documents listed above can be obtained at the following link on the CACASA web site:

www.cacasa.org/JobBusOpp.htm

Prospective offerors wishing to attend the pre-proposal conference, receive answers to written questions, and receive any amended RFP materials, must immediately provide their contact information to the Information Contact listed above in order to receive timely communications about the proposal preparation and evaluation process.

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Section 1 - PROJECT OVERVIEW AND BACKGROUND

1.0 PROJECT PURPOSE

This is an open solicitation from the **California Agricultural Commissioners and Sealers Association (CACASA)** for proposals to design, develop, deploy, and support an enterprise pesticide IT software system used by all 58 California counties to administer state regulations and manage data pertaining to:

- Issuance of permits to apply restricted pesticide materials for agricultural and non-agricultural uses,
- Issuance of operator identification number permits to individuals using non-restricted pesticide materials,
- Computerized mapping of agricultural pesticide use sites, and
- Pesticide use reporting.

Proposals are being sought from qualified computer system development and system integration firms to carry out a scope of services that includes:

- a) Preparing detailed system design specifications,
- b) Developing and documenting a suite of custom software applications,
- c) Implementing the system by installing software/hardware, migrating data from existing legacy systems, and training both end users and system administrators, and
- d) Providing ongoing technical support and system maintenance.

1.1 ABBREVIATIONS AND DEFINITIONS

AgGIS	A pesticide IT product developed by Patrick Way Consulting, Inc., stands for Agricultural Geographic Information System
API	Application Program Interface
CACASA	California Agricultural Commissioners and Sealers Association. Professional association whose members are County Agriculture Commissioners and Sealers of Weights and Measures.
CAC	County Agricultural Commissioner
CEDTS	California Electronic Data Transfer Standard
CDPR	(also DPR) – California Department of Pesticide Regulation
GIS	Geographic Information System
GMSA	Grower Management Software Application, a generic term for computer applications used by private agriculture and pesticide businesses to manage farming operations, including pesticide regulations
NOI	Notice(s) of Intent to apply pesticides
Op-ID	Operator Identification Number (for non-restricted materials)
Permit6	A pesticide IT product developed by Merced County
Pesticide IT	Generic term for Information Technology (software/hardware system) used to manage pesticide regulations

PPUR	Pesticide Permitting and Use Reporting – two primary county duties in the state pesticide regulatory system. The main tasks counties manage using Pesticide IT.
PUR	Pesticide Use Report(s)
RMMS	A pesticide IT product developed by Streamline Business Solutions, Inc., stands for Restricted Materials Management System
RMP	Restricted Materials Permit
RMPP	A pesticide IT product developed by the State of California, stands for Restricted Materials Permit Program
SATP	System Acceptance Test Plan – a formal test plan designed to demonstrate that a delivered system supports all functional and non-functional requirements including security and performance considerations
SRS	System Requirements Specification – a detailed but design-neutral account of the functional requirements the an information system must fulfill
SDS	System Design Specification – a detailed software and system deployment architecture design that fulfills the needs and constraints documented in the SRS

1.2 PROJECT OVERVIEW

This subsection provides a brief overview of the project. More details about the scope of services are supplied later in Section 3 and in RFP attachments.

1.2.1 Project Objectives and Constraints

The Pesticide Permitting and Use Reporting (PPUR) software application must be accessible to county Agriculture Department personnel in all 58 California counties. Counties are responsible for record keeping and local enforcement of pesticide regulations promulgated by the state, and must meet certain standards for these activities. There is no legal requirement, however, for counties to utilize a particular system to manage PPUR information. It is therefore extremely important that the system developed for this project is able to garner broad acceptance based on superiority to any existing system in terms of functionality, ease of use and management, and long term cost effectiveness.

There are no restrictions on the proposed system regarding software development environment, technologies, or system architectures that may be employed. For example, offerors may propose client-server by county, client-server by regional groupings of counties, a statewide web-centric model, or a mixture thereof. Note, however, that there are certain mandatory web components specified in the next subsection.

Both the system (custom software and installed hardware) and all data managed by the system will be owned by and under the exclusive control of individual counties, CACASA, or the State of California (ownership and control will vary for specific system and data elements). Each county will manage its own database which will only store information pertaining to pesticide regulatory functions within its own county, and no data may be sold or otherwise distributed by any other party without prior written authorization from the county's Agriculture Department – as in, for example, the normal process to grant public information requests.

1.2.2 Required Elements in the Application

Generally, the PPUR application must include the following components, the details of which are further described in the attached *System Requirements Specification* document:

1. User interface for county agricultural inspectors/biologists to create, edit, print, and manage Restricted Materials Permits (RMP) and Operator Identification Numbers (Op-IDs).
2. A Geographic Information System (GIS) component integrated with the RMP/Op-ID interface that is capable of displaying and editing agricultural field site features (represented as polygons or points) along with an array of other features to view in context with field sites; such as aerial imagery, roads, hydrography, and sensitive environmental or cultural features when data are available. The GIS component must allow system users to establish and maintain a linkage between each RMP/Op-ID record and its associated field sites, and must also include a facility to format and print field maps in conjunction with printouts of the text and tabular portions of the RMP/Op-ID.
3. User interface for county Agriculture Departments to create, edit, investigate (flag errors and potential violations), and manage Pesticide Use Report (PUR) submitted by pesticide applicators and RMP/Op-ID permit holders.
4. A web interface that can be used by RMP/Op-ID holders and their authorized agents to create and browse their own PUR records and transmit them to counties.
5. The capability for each county to transmit its PUR records to the California Department of Pesticide Regulation (CDPR) every month in accordance with the established CDPR data formatting standard (included in the attached SRS).
6. User interface for county Agriculture Departments to create, edit, investigate, and manage Notices of Intent (NOI) to apply pesticides. These records are associated with RMPs.
7. A web interface that can be used by RMP holders and their authorized agents to create and browse their own NOI records and transmit them to counties.
8. The capability to allow counties to flexibly redirect NOI records received electronically from RMP holders directly to a fax machine or network printer in order to automatically generate hard copies of every NOI immediately upon receipt.
9. A published web service Application Program Interface (API) with the capability to host RMP/Op-ID and PUR data so that it is accessible to third parties that maintain web-based software applications for farm management. Third party application interfaces allow subscribers to query, retrieve, and view their permits and submit PUR and NOI records. Providers of these applications are responsible for interfacing with the CACASA PPUR system using the API so that PUR and NOI records submitted from a third party application are accepted the same way as the records from the county based web interface described above in items #4 and #7.
10. A database management system and schema to store and manage all of the RMP/Op-ID, PUR, and NOI records generated by the components listed above. This database will also need to store and manage an extensive amount of associated data including field locations maintained by the GIS, full listings of registered pesticide products,

- specified conditions restricting how/when/where and on what commodities certain products may be applied, full listings of agricultural commodities, and listings of licensed pesticide professionals.
11. The capability to compose and execute standard and ad hoc queries, reports, and maps from the database management system described above.
 12. The capability to automatically download and format updates to databases supplied and maintained by CDPR, including the registered pesticide products database and database of licensed pesticide professionals.
 13. The capability to regularly and automatically replicate changes made in one instance (copy) of any county's PPUR database to all other instances of the same county's database that may be deployed remotely, so that all county database instances are synchronized. Depending on design architecture, replication may be necessary for failsafe operation and/or to maintain synchronicity when database edits are being made simultaneously on different instances of a shared database (for example, existing PPUR systems replicate data updates between separate instances of a shared database residing on multiple servers within a county and a central web server).
 14. Assistance (help) for users must be embedded in all user interfaces. It can be in the form of electronic documentation and help files, work flow assistants (checklists or "wizards"), context-sensitive descriptions of individual controls, in whatever combination of techniques promotes the most efficient learning and operation of the application. Well organized system administration reference manuals documenting how to establish and modify system configuration settings are also required and may be supplied in printable electronic form or as part of the online help subsystem.
 15. Comprehensive technical documentation in digital format describing the final delivered and installed system. The "as-built" documentation will reflect any changes to the original System Requirements Specification (SRS) and the System Design Specifications (SDS) developed at the outset of this project. It will provide sufficient detail about system architecture, supported workflows, system dependencies, documentation of software modules, and database schema so that system maintenance and technical support can be provided by any IT firm. The documentation will continue to be maintained whenever system changes are made during the life of the contract.

In addition to these general component requirements, CACASA wishes to procure a pesticide IT solution that is designed to be scalable in terms of:

- a) California's diverse agricultural geography, because the types of crops grown, seasonal variations, crop rotation cycles, and other specific local conditions must be accounted for in the statewide enterprise IT solution.
- b) Keeping pace with technological change over time, because this system needs to embody long term sustainability by being readily maintainable and amenable to future upgrades without significant service disruptions.
- c) Architecture that offers flexibility in terms of being able to easily integrate or communicate with related county Agriculture Department information systems and business functions and with related CDPR data and (future) applications.

1.2.3 Software and Hardware Implementation/Installation Tasks

Implementation of the 58 county PPUR solution will encompass all of the following work tasks:

1. After the System Design Specification (see Section 1.2.5 Project Management Task #5 below) is finalized, prepare System Acceptance Test Plans (SATP) that, when executed, will demonstrate that all detailed system requirements have been addressed and all designed system components have been delivered and are fully functional.
2. Code and test software units, integrate units into systems, and conduct full regression tests to implement all of the design components, including a user help subsystem.
3. Develop an Implementation/Transition plan (including a training plan element) in conjunction with CACASA for a phased and orderly transition of each county from its current system to the new PPUR solution. Offerors are encouraged to propose pilot implementation and testing in a few counties and a campaign to promote awareness of system capabilities prior to full scale deployment.
4. As part of the Implementation/Transition Plan, fully document the steps for migrating existing data into the new system environment, including definitions of how data would translate from tables/columns in one system to the equivalent tables/columns in the new system schema and any intermediate processing steps that must be performed on the data during translation. If specific data will not be translated, this will be indicated within the migration plan, and the reasoning will be provided.
5. Procure and configure all server hardware and any third party commercial software licenses needed for the new system to function.
6. Install server hardware loaded with custom and commercial system software and establish all required network and/or Internet connections.
7. Translate current RMP/Op-ID and PUR data from each county's existing database to the database in the new system, in accordance with the data migration plan (item #4 above).
8. Test the final installation in each county to ensure the system is stable and performs according to the required acceptance test plan specifications.
9. Provide hands-on user and system administrator training in the operation of the new system to county Agriculture Department personnel who will be using and administering the system.
10. Ensure uninterrupted operations by establishing system backup and off-site replication procedures.

1.2.4 Ongoing System Maintenance and Technical Support Tasks

Ongoing support of the enterprise PPUR system encompasses these work tasks:

1. Operate an active technical support system (help desk) accessible via toll free telephone and e-mail that is staffed during normal business hours.
2. Operate a passive technical support system accessible from the Internet that includes searchable program documentation, answers to frequently asked questions, troubleshooting tips, suggestions for resolving commonly encountered problems, and

- other information that allows application users to learn about the program and resolve minor issues without contacting a support technician.
3. Maintain a log of incoming technical support requests. This log will include date and time of the call or e-mail, requester identification, problem description, and outcome resolution. An effective customer feedback loop and incident tracking (to the point of closure) will be a key objective of a well implemented and maintained system.
 4. Repair software coding errors reported by users as “bugs” or system crashes.
 5. Actively participate in a Technical Users Group forum where members can recommend, discuss, and prioritize application changes and enhancements. Formulate proposals, budgets, and schedules to accomplish high priority upgrades and forward them to CACASA for consideration of approval.
 6. Facilitate the installation of software patches, regular program updates, and any new versions of third party software – either by providing counties with the necessary setup files and installation instructions or the software vendor performs installations on site or remotely via the Internet as needed.

1.2.5 Project Management Tasks

The contracted vendor is expected to perform these project management and planning services:

1. Adhere to the proposed overall work plan schedule for the entire contract term that describes key milestones, deliverables, and decision points to be coordinated with contract oversight activities. The proposed work plan must also identify any meetings associated with project coordination activities. ***A work plan schedule must be provided in responses to this RFP. Any requests for changes after a contract is executed must be mutually agreed to in writing by CACASA oversight and the contracted vendor.***
2. Provide monthly progress reports to CACASA describing activities initiated, continuing, or completed during the previous month, budget expenditures to date and balance remaining, progress made against the implementation schedule, and any problems encountered that may adversely impact the project’s budget, schedule, or successful outcome. Once new system installations are initiated and technical support begins, monthly progress reports must include a summary of the support request log.
3. Develop and implement a “change management” process used to communicate and resolve project issues, including potential changes in: system requirements and design, deployment strategy, project schedule, or contractor’s assigned personnel. Change management objectives are to identify issues before they become critical and plan mutually acceptable solutions.
4. As an on-going requirement throughout the contract period, revise and update the original ***System Requirements Specification*** document attached to this RFP so that it accurately reflects any modifications agreed to by CACASA and CDPR.
5. At the outset of the project, prepare a detailed ***System Design Specification*** containing a comprehensive description of system architecture, database schema, system dependencies, detailed business process diagrams of supported workflows, mock-ups of all user interfaces and output reports and maps, and the function and

organization of all software modules. Obtain written approval from CACASA and CDPR on the design before proceeding with system development. As an on-going requirement throughout the contract period, this documentation will be updated to reflect any mutually agreed upon changes to the design so that it reflects the current system at any particular point in time.

6. Coordinate closely with CACASA, counties, and CDPR to follow the Implementation/Transition Plan during the phased transition of each county to the new system. Coordination of meetings, on-site work, and travel must provide all participants with adequate advance notice of expectations and schedule.

1.3 PROJECT TIMELINE

CACASA has established a target schedule for milestone events during the project. Offerors will need to prepare a detailed schedule in their proposals that includes due dates for all project deliverables identified in the Scope of Services (Section 3) of this RFP.

Major project milestones are listed below. Offerors may propose to alter this milestone schedule, but should be aware that implementation delays are undesirable because they would result in higher costs for CACASA and CDPR to continue supporting existing PPUR systems.

MAJOR MILESTONE TIMELINE

Contract signed, work commences:	January 11, 2010
Implementation/Transition Plan approved, county transitions commence:	March 2011
All county installations completed:	November 2011
All 58 counties using new PPUR system:	January 2012

Note that this timeline is also designed to minimize disruptions in counties, where transaction volumes vary throughout the year. In all but the southernmost of major agricultural counties, pesticide use (and thus NOI and PUR transactions) as well as the issuance of RMPs/Op-IDs reaches a low ebb from mid-October through the end of the calendar year. Offerors must take this seasonality into account when planning the schedule to accomplish system switchovers.

1.4 PROJECT FUNDING

1.4.1 Regulatory Funding Overview

The majority of funding for state and local pesticide regulatory programs is collected from a mill assessment fee on sales of pesticide products. There are no general fund revenues allocated for the State Pesticide Regulatory Program, although the county agricultural commissioners augment their local programs with some county general funds. A mill is equal to one-tenth of a cent. The maximum assessment rate is set by statute in California Food and Agricultural Code sections 12841 and 12841.1. The Director of CDPR sets the actual rate by regulation in Title 3 of the California Code of Regulations (3 CCR) section 6386 (Established Rate). The assessment rate is currently set at 21 mills, or 2.1 cents on each dollar of sales.

More information about the pesticide mill assessment is available at the CDPR web site, www.cdpr.ca.gov, by selecting "Mill Assessment" under the Quick Finder link.

1.4.2 Disbursement of Mill Assessment to Counties

County Agricultural Commissioners are reimbursed for pesticide use enforcement activities in accordance with the Food and Agricultural Code section 12841 and Title 3, California Code of Regulation sections 6390-6396. An amount equal to the revenue derived from 7.6 mills per dollar of sales is allocated to the counties as reimbursement for costs incurred in the local enforcement of pesticide laws and regulations.

1.4.3 Residual Mill Assessment Fund

Historically, the annual apportionment of mill assessment funds to counties based on statutory criteria has resulted in an unallocated or "residual" amount. The California Code of Regulations was revised in 2006 to establish a mechanism to disburse these residual funds – either by using them to support program elements mutually agreed upon by CDPR and CACASA or by distributing them proportionately to each county pursuant to the statutory criteria. Also in 2006, a Memorandum of Understanding was signed between CDPR and CACASA to govern expenditures from the Residual Mill Assessment Fund. This document, *Residual Mill Assessment Fund MOU*, is attached to this RFP. The primary intent and effect of this MOU was to establish a stable funding source for pesticide IT system development and implementation, and that is where the vast majority of residual funds have been spent to date.

1.5 PROJECT BACKGROUND

1.5.1 Regulatory Environment

California has the nation's most comprehensive regulations governing pesticide use, featuring mandatory reporting of individual chemical applications (approximately 2.5 million records annually) under the following circumstances:

- Pesticides applied to agricultural commodities (both before and after harvest).
- Pesticides applied for landscape maintenance in parks, cemeteries, golf courses, and along road, rail, pipeline, and electric transmission line rights-of-way.
- Pesticides with the potential to contaminate groundwater when applied in industrial and institutional settings.
- Pesticides applied by a licensed Pest Control Operator (PCO) business, including ground and aerial agricultural applications, applications within buildings, and applications by professional landscape gardeners.
- All applications of pesticides classified as restricted materials.

Applications of pesticides classified as restricted materials must be preceded by advance notices of intent (NOI) submitted to County Agricultural Commissioners (CAC). Use reports are also submitted to CACs where they are validated and forwarded to CDPR.

Responsibilities for implementing and enforcing pesticide regulations are divided among CDPR and each county's CAC office. CDPR's principal responsibilities include:

- Scientific evaluation and registration of chemical pesticide products allowed to be sold and used within the state.
- Licensing and certification of pest control and pesticide handling professionals.
- Compilation and analysis of pesticide use reports.
- Environmental monitoring.
- Research and education to mitigate risks and promote best practices for pest management.
- Oversight of local enforcement carried out by counties.
- Collecting and disbursing the mill assessment fee on pesticide products sold in California.

Each county has an appointed Agricultural Commissioner who runs the county office (usually called the Agriculture Department or Agricultural Commissioner's Office) responsible for:

- Issuance of Restricted Material Permits (RMP) and Operator Identification Numbers (Op-ID).
- Collection and review of notices of intent to apply restricted pesticides (NOI) and use reports (PUR) for all completed pesticide applications.
- Registering state licensed pesticide professionals to practice in the county.
- Local investigation and enforcement of state pesticide laws and regulations.

CACs have other responsibilities as well that are outside the realm of pesticide regulation. These include pest prevention education programs, protection and promotion of the agricultural industry, consumer and environmental protection activities, and enforcement of commercial weights and measures laws and standards (the full title of each CAC is Agricultural Commissioner *and Sealer*, or Director of Weights and Measures to indicate they are also responsible for applying the official seals that certify the accuracy of commercial devices used to measure quantities of commodities sold to businesses and the public).

CACASA is a professional organization comprised of every Agricultural Commissioner and Sealer of Weights and Measures in the state. The primary role of CACASA is to represent the membership as a presence in the state's legislative process and within state agencies, as well as provide an effective forum for intercommunication among county offices to share best professional practices and promote efficient coordination on issues that transcend county lines. It is the latter role that has spurred CACASA to take the lead in establishing a single statewide standard pesticide IT solution.

Web resources for further information about the entities above can be found at:

CDPR: www.cdpr.ca.gov

CACs: [www.co."countyname".ca.us](http://www.co.) (then go to Agricultural Dept. or Commission link)

CACASA: www.cacasa.org

1.5.2 Technological Progression

The largest agricultural counties collect and process up to a few hundred thousand PURs every year, and may issue several thousand RMPs/Op-IDs to growers, while large urban counties collect and process large numbers of non-agricultural PURs (structural and

landscape applications). On the other hand, counties with little agriculture and sparse populations may only process a few hundred PURs and issue just a handful of RMPs/Op-IDs. In addition, each agricultural region is characterized by different conditions regarding the types of crops grown, the types and timing of chemicals used, and the number of plantings (crop rotations) that may occur throughout a growing season.

EVOLUTION OF SYSTEMS

Diverse conditions, and the fact that counties have considerable autonomy over the specific methods used to carry out their regulatory duties, have stymied efforts to develop a comprehensive and universal information system to manage the regulatory process. Instead, the first automated program developed by the state almost 30 years ago, called the Restricted Materials Permitting Program or RMPP, was allowed to languish and become outdated. Then, about 10 years ago a group of major agricultural counties acted on their own to commission a successor program, the Restricted Material Management System, or RMMS. That program was adopted by only about one-fourth of all counties at first, largely due to the relatively high cost of acquisition, which counties paid for with local funds.

A competing program called AgGIS emerged about five years ago and was adopted mainly by smaller agricultural counties that could afford its lower initial cost. Then, in 2006, the funding model for all PPUR systems was changed with a Memorandum of Understanding between CACASA and CDPR (see attached *Residual Mill Assessment Fund MOU*). Henceforward, all counties (including those still using the legacy RMPP system) could freely choose to acquire either AgGIS or RMMS and have the purchase and maintenance costs paid for by the Residual Mill Fund. Subsection 1.5.3 below contains a brief summary of all PPUR systems currently deployed in counties.

INTERNET UTILIZATION

Another key aspect of technological progression is the increasing exploitation of the web, particularly in allowing growers and pesticide applicators to submit their own electronic PUR and NOI. This promises greater efficiency than the predominant method where clerical staff in county Agriculture Departments manually transcribe handwritten or printed hardcopy PUR forms into their PPUR computer system (note that most counties do not transcribe handwritten NOI into electronic form because only PUR - not NOI - information must be transmitted to the state). Despite the cost savings of electronically submitted PUR/NOI via the web, this has only recently approached becoming a routine practice and still represents a small fraction of total submissions in many counties. Consequently, there is strong interest in promoting the practice by making it as convenient and cost effective as possible.

The technology behind electronic PUR/NOI varies by county and by the interface portal web-submitters use. Private portals are operated by third party grower management software application (GMSA) providers. These firms (examples include: Agrian, CDMS, Orange Enterprises, and others) offer PUR/NOI submission access to fee paying subscribers, or in some cases free limited access to any RMP/Op-ID holder. In addition, free public web portals are available in most counties. Counties with RMMS as their

PPUR system use a portal called RMMSweb. The remaining counties use a portal called Permit6Web.

All private and public portals operate in a similar fashion. Users must register to receive authorization to use the system, and they must be either a RMP or Op-ID holder or a licensed pesticide professional performing pesticide application work for permit holders. The various web interfaces are laid out differently, but all support essentially the same data entry elements and validation methods.

Data validation and the transmittal of records to the appropriate county are accomplished by web services programs that host current RMP/Op-ID data from county PPUR systems, validate electronic PUR/NOI submissions against information in the RMP/Op-ID, and transmit PUR/NOI records to counties. One program, named CEDTS (California Electronic Data Transfer Standard), is integrated with Permit6Web, and another that is named PReData is integrated with RMMSweb. All private web portals can communicate with CEDTS, and most can also communicate with PReData.

GIS UTILIZATION

One other noteworthy technological progression is the emergence of Geographic Information Systems (GIS) as a useful and increasingly necessary tool for RMP/Op-ID issuance and general environmental assessment and analysis within Agriculture Departments. GIS capability is a natural adjunct to the PPUR system because:

- RMPs/Op-IDs issued to growers are required to include an annotated map of all agriculture field sites listed in the permit/Op-ID.
- Many of the conditions or prohibitions restricting the use of certain chemicals are based on spatial criteria such as the proximity to sensitive environmental and cultural features (e.g. endangered species habitats, schools, health care facilities) or to nearby crops that could be damaged by chemicals drifting off-site through the air or migrating through soil and groundwater.
- Certain chemical applications in certain counties require that advance notification be given to adjacent growers and property owners (not just to the CAC).
- Laws governing Groundwater Protection Areas include special limitations on the application of certain chemicals within those designated areas.
- Though it is a separate function from permitting and use reporting, environmental monitoring and scientific assessments of the presence, persistence, and impacts of pesticides in the environment are made easier and more reliable when precise location data for chemical applications are available.

There is wide disparity in county approaches toward GIS. A significant number of counties still satisfy the RMP/Op-ID field site mapping requirement primarily with hand drawn sketches made on base maps that are photocopied from parcel maps or printed from commercial Internet mapping sites (e.g. Google Maps, MapQuest). Many other counties use separate GIS software to digitize and code field sites (and other layers) and print RMP/Op-ID maps. A few of these counties have developed their own (in some cases quite sophisticated) methods to integrate GIS with their PPUR system, but the typical level of integration is considered “loose” because there are no automated tools

used to maintain the linkage between field sites and permits between the separate GIS and PPUR systems. The final group of counties uses a PPUR system (AgGIS) with an integrated GIS capability that manages the linkage between RMP/Op-ID and spatial data and provides basic map display and spatial editing functionality.

CACASA's goals are to increase awareness of the efficiencies and functional gains that GIS integration can provide, and to promote standard approaches for GIS use. The starting point is to provide a universal set of standard GIS tools to link field site features with RMPs/Op-IDs, and a constrained suite of additional tools offering basic mapping, feature editing, and spatial analysis functionality.

1.5.3 Existing Systems

Offerors are advised that all proposals will be evaluated solely on their own merits. No preference will be extended to any proposals that may be received from vendors of existing systems. In the system descriptions below, all references to "intentions" regarding future development and deployment simply describe a previously anticipated direction that has now been superseded by this solicitation process. CACASA will select and fund only one vendor for one system going forward, with the award going to the proposal that best meets CACASA's criteria for technical innovation, scalable functionality, full life-cycle cost effectiveness, and vendor professional qualifications and sustainability.

RMPP – RESTRICTED MATERIALS PERMIT PROGRAM

RMPP was developed by CDPR in the early 1980's, and is used for preparing RMPs, Op-IDs and PURs. It is written in the original DOS version of the DataFlex programming language and uses a file based non-relational database structure. The application has undergone many modifications through the years, many of them specific to individual counties. As a result, several versions of RMPP have evolved, but the underlying technology is basically unchanged and, while stable, is now considered to be obsolete. As of early 2009, eight counties used RMPP exclusively, and an additional dozen or so counties used it up until one or two years ago. About five more counties still use RMPP in combination with other systems.

RMMS– RESTRICTED MATERIALS MANAGEMENT SYSTEM

RMMS is developed and supported by Streamline Business Solutions, Inc. (SBS) of Long Beach, CA. It was introduced in nine counties between 1999 and 2001. Now RMMS is deployed in 27 counties and slated to replace RMPP in one additional county. RMMS improved on RMPP by adding a more functional Windows interface, many new productivity features, and was developed using the Visual DataFlex language. For its first several years RMMS borrowed the same file-based data structure as RMPP but a transition to Microsoft SQL Server was completed about two years ago.

RMMS includes a suite of applications as follows:

RMMSWin - a Windows desktop client/server application

RMMSWeb - a web application for PUR and NOI data entry

PUReData - a web services interface to support electronic submission and validation of PUR/NOI data from RMMSWeb and third party private web portals.

RMMSGeo – a web browser GIS module intended to integrate with RMMSWin.
An Alpha test version is currently installed in several counties.

AGGIS– AGRICULTURAL GIS

AgGIS is a desktop client/server application developed and supported by Patrick Way Consulting, Inc. (PWC) of Chico, CA. The earliest version was introduced around 2002 and only a few counties used it prior to 2004. As of early 2009, AgGIS was deployed in 22 counties and it is slated to replace other systems in an additional eight counties. In its earliest iteration AgGIS was simply a mapping module on an ArcView 3.2 platform programmed using Avenue scripts and loosely integrated with RMPP. The next version, AgGIS v2, used an ArcView 8.X platform with a customized mapping interface programmed using ArcObjects and VisualBasic. AgGIS v2 also included a permit management interface tightly integrated with RMPP.

The current version, AgGIS v3, is an entirely new Open Source software product written in Java that has adopted the same PostgreSQL (open source) relational database as Permit6, and uses a PostGIS (open source) spatial database, mapping interface, and tools that are integrated with the permitting database (no ArcView or vestiges of RMPP remain). In addition to sharing the same database as Permit6, users of AgGIS also currently use the Permit6 desktop and web interfaces for PUR/NOI entry. Intentions are for AgGIS v3 to get its own PUR/NOI, web, and other interfaces needed to fully absorb current Permit6 functions into AgGIS.

PERMIT6 – DESKTOP AND WEB COMPONENTS

Permit6 is the latest iteration in a line of PPUR desktop client/server applications developed by and for Merced County. The software is written in Perl and has a PostgreSQL database platform and table structure that is also now integrated with AgGIS v3. In a database sense, AgGIS v3 and Permit6 are virtually the same application. Key differences are that each one has its own interfaces, Permit6 lacks a GIS module, and AgGIS lacks its own PUR/NOI data entry and database management modules. Only Merced County now uses Permit6 exclusively, while all AgGIS v3 counties use the Permit6 database as well as its PUR/NOI and data management interfaces.

Permit6Web is an Internet module for PUR/NOI data entry that can be used by any registered permit holder or authorized contact. It works in conjunction with the CEDTS web service to perform automated data validation and record transmittal to counties. The web application is hosted by Merced County and is available to all California counties. RMP/Op-ID holders who use third party private web portals to submit PUR and NOI may have their submissions processed through CEDTS.

Note that CEDTS was also the name of a legacy system comprised of both a data format standard and a modem-based hardware/software data transmission protocol first introduced in 1991. It was developed by C DPR and Kern County with assistance from the University of California primarily to facilitate the transfer of PUR and NOI data from third party grower management software providers. Over time, data validation features were added in order to check for errors in the data submissions, and counties could also run their own PUR data entries (from RMPP or other systems) through CEDTS to perform the validation function. Even though the modern

CEDTS system described above in conjunction with Permit6 shares the same name and performs many of the same functions as the legacy version of CEDTS, the new version has been completely rewritten (as a web service) to incorporate web integration and additional automated functionality.

1.5.4 Recommendation Study

One year ago, CACASA and CDPR decided to commission a consultant-assisted study to comprehensively evaluate all aspects of pesticide IT, including user needs, the capabilities of current vendors and systems, software governance, and funding. This study began at the beginning of 2009 and resulted in two major reports that are attached to this RFP:

- ***Phase I Needs Assessment Report***
- ***Phase II Recommended Solution Report***
(Also attached is the ***Pesticide IT Recommendation Study RFP***)

Offerors are strongly encouraged to review these reports carefully, as they contain contextual background and descriptive information that is considered essential to the project describe by this RFP.

The impetus for the Recommendation Study was a growing realization that support for two PPUR systems with redundant functionality was not financially or operationally sustainable and the existing oversight of system governance and funding was not achieving desired results. The primary assumptions going into the study were that an independent evaluation of the existing RMMS and AgGIS systems would reveal one of them to be a superior solution that should be implemented statewide, and that a plan would be developed to accomplish that implementation. The study's findings, however, indicated that the most productive course possible involved making more fundamental reforms and employing an open and informed competitive process for system selection.

Key findings leading to this conclusion were:

- Neither of the predominant systems (AgGIS and RMMS) could be declared clearly superior in terms of functionality, and both systems are incomplete in that there are significant gaps between what each system offers and what users require in a statewide 58 county PPUR solution.
- Funding oversight needs to be improved in order to return better value for pesticide IT expenditures and to better account for levels of service expectations for software product features, performance, and technical support.
- Competitive forces must be harnessed in order to ensure that CACASA and its member counties obtain the highest value solution for the money expended.
- Standard benchmark expectations must be clearly established in advance of an open competitive vendor selection process so that the process is fair and fully informed, and to assist subsequent contract management and oversight.
- CACASA must secure full ownership and reuse rights for all custom software and supporting technical documentation developed with public funds. Long term value and risk avoidance also requires sufficiently detailed technical documentation so that

it is always a realistic possibility to transition to another software vendor for future support and upgrades through future competitive solicitations.

In response to these and other detailed findings, CACASA took the following actions:

1. Initiated an open competitive solicitation for proposals to design, develop, implement, and provide ongoing system maintenance and technical support for a single statewide PPUR software solution.
2. A contract was signed with *geographIT* (the Recommendation Study consultant) to assist in preparing this RFP and subsequent proposal evaluation and system selection activities. This contract also directed *geographIT* to prepare a detailed ***System Requirements Specification*** to inform offerors about the expectations for the new PPUR system and to support later contract oversight activities.
3. Agreed to designate the CACASA Board of Directors (with assistance from its Executive Director and advised by CACASA's standing committee structure) as the sole governing entity for pesticide IT projects.

Section 2 - SOLICITATION PROCESS INFORMATION

2.0 RFP INFORMATION CONTACT

All questions from offerors about this RFP, its attachments, or any aspect of the solicitation process should be directed to:

John Gless
E-mail: jgless@geographIT.com
Phone: (970) 420-9114

This is the only authorized contact to which offerors may direct questions, though answers to questions will be provided by officials within CACASA and CDPR. All questions that **are not** about the logistics of the RFP process or preparing a response **must** be submitted in writing via e-mail. No telephone questions about the substance of the project will be accepted or answered.

2.1 OFFEROR REGISTRATION IS REQUIRED

Prospective offerors who wish to participate in the pre-proposal conference or receive selection process communications including written answers to questions, schedule modifications, and any amended RFP materials, must register by providing their contact information in an e-mail to the RFP Information Contact identified above. Once registered, prospective offerors will receive an e-mail of acknowledgement with any prior official communications to other registrants attached.

2.2 ANTICIPATED SELECTION PROCESS SCHEDULE

Key dates in the selection process are listed below. CACASA has sole discretion to modify any of these dates, and all offerors or potential offerors who have registered will be notified of any changes to the schedule.

August 26, 2009	RFP publication announcement
September 10, 2009	Pre-Proposal Conference
October 16, 2009	Proposal due date
November 18, 2009	Notification to firms selected for shortlist interviews (if necessary)
December 2, 2009	Shortlist interviews (if necessary)
December 11, 2009	CACASA Board of Directors approves contract award
January 11, 2010	Contract finalized, project commences

2.3 PRE-PROPOSAL CONFERENCE

A Pre-proposal Conference will be held on September 10, 2009, from 9:00 a.m. until noon. The location of the conference is:

Department of Agriculture Auditorium
2156 Sierra Way
San Luis Obispo, CA

Attendance at the Pre-proposal Conference is not mandatory, but all interested offerors are encouraged to attend in order to ask questions and hear answers that may assist them while preparing their proposals. The conference agenda is currently planned to include short demonstrations of the two primary existing PPUR systems.

Offerors must register with the RFP Information Contact (Section 2.0) to indicate their intent to attend this meeting. Seating at the Pre-proposal Conference will be limited to two (2) attendees per company. Attendees should bring a copy of the RFP and a business card to assist the sign-in process.

The Pre-proposal Conference will be summarized in writing as promptly as is feasible after the conference. The summary will include: the attendance record, all questions received before and during the conference, and the answers given. The written summary will be distributed via e-mail to all registered offerors – whether or not they attended the conference.

In order to assure adequate seating and other accommodations, offerors are requested to register for the Pre-proposal Conference by September 3rd, and to indicate if any special accommodations are required due to disability.

2.4 QUESTIONS ABOUT THE RFP AND SELECTION PROCESS

Questions from prospective offerors should be e-mailed to the RFP Information Contact as early as possible. Questions submitted prior to the Pre-proposal Conference will be answered at the conference. No substantive questions (other than those involving RFP logistics) will be answered prior to the conference. Oral and written questions will also be accepted and answered during the conference. While oral answers will be provided during the conference, only answers provided in writing subsequent to the conference will be considered official.

Questions will also be accepted by the RFP Information Contact after the Pre-proposal Conference. Written answers will be provided in a timely manner, and a summary of all answers to substantive questions that have not previously been answered will be e-mailed to all vendors who have officially registered to receive RFP updates. As necessary, updates to written questions and answers received after the Pre-proposal Conference will be e-mailed weekly until the Friday prior to the proposal due date (October 9th).

All questions that **are not** about the logistics of the RFP process or preparing a response **must** be submitted in writing via e-mail. No telephone questions about the substance of the project will be accepted or answered.

2.5 CLOSING DATE – ADDRESS FOR PROPOSALS

Proposals must be received for date-stamping at the following address **no later than 3:00 p.m. Pacific Daylight Time on October 16, 2009:**

Robert Lilley, Agricultural Commissioner/Sealer
County of San Luis Obispo
Department of Agriculture/Weights and Measures
2156 Sierra Way, Suite A
San Luis Obispo, CA 93401

2.6 PROPOSAL PACKAGING INSTRUCTIONS

Proposals **must** be assembled and delivered as a single package containing:

- One (1) original cover letter on corporate letterhead signed by an officer of the firm and committing the firm to provide all services and deliverables as proposed in its accompanying technical and cost proposals,
- One (1) unbound and *signed* original of the technical proposal and both of the affidavits described in Sections 4.4 and 4.5,
- One (1) printed and bound copy of the cover letter, technical proposal, and affidavits,
- One (1) electronic copy of the cover letter and technical proposal in either Microsoft Word or Adobe PDF format on a CD labeled with the firm name and the words: “CACASA Pesticide IT Technical Proposal.”
- One (1) original printout of the cost proposal spreadsheet tables and associated narrative material in a separate *sealed* envelope labeled with the firm name and the words “CACASA Pesticide IT Cost Proposal”, and
- One (1) electronic copy of the cost proposal in Microsoft Excel format (use the PesticideITCost.xls file template supplied with this RFP) on a CD labeled with the firm name and the words “CACASA Pesticide IT Cost Proposal.” Place the cost proposal CD in the same *sealed* envelope as the cost proposal printout. Supplementary cost proposal narrative material prepared in a word processing file must also be copied in either Microsoft Word or Adobe PDF format onto the same CD as the Excel template file.

Proposals received after the closing date and time will not be considered. Requests for extension of the due date or time will not be granted. Offerors mailing or shipping proposals should allow sufficient delivery time to ensure timely receipt before the cutoff date.

Proposals may not be submitted by e-mail or facsimile.

All offerors whose proposals are received in time to meet the deadline will be notified by an e-mail sent to the offeror’s designated contact.

2.7 DURATION OF OFFER

Cost proposals submitted in response to this RFP are irrevocable for 120 days following the due date for proposals. This period may be extended at CACASA’s request only with the offeror's written agreement.

2.8 PROJECT CANCELLATION; DISCRETION TO PROCEED

CACASA reserves the right to cancel this RFP, accept or reject in whole or in part any and all proposals received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified offerors in any manner necessary to serve the best interests of CACASA. CACASA also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

2.9 PROPOSAL PREPARATION EXPENSES

CACASA will not be responsible for any costs incurred by offerors in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities related to this solicitation prior to awarding a contract.

2.10 MULTIPLE OR ALTERNATIVE PROPOSALS

CACASA wishes to encourage creative and innovative solutions for this project. Therefore, offerors may submit one or more alternative proposals for all or parts of the required scope of services. If alternatives are provided, they should represent substantively different technical approaches with associated costs of the alternative clearly identified. The preferred method to distinguish between multiple proposals is to submit them as separate and complete packages. However, multiple alternatives may be embedded within a single technical proposal, but will only be considered if alternatives are clearly and unambiguously labeled as such and if their associated costs are clearly labeled in the cost proposal so that the total costs of each alternative can clearly be discerned from one another.

2.11 CONFIDENTIALITY NOTICE

An offeror shall clearly identify any portions of its proposal that it considers confidential, proprietary commercial information, or trade secrets, and provide justification why such materials, upon request from a third party, should not be disclosed according to California law governing access to public information. However, the entirety of a technical and/or cost proposal cannot be defined as proprietary or confidential. The winning proposal will be considered a public record, *with the exception of the company financial information requested in Section 4.1.8*, and will be made available *with company financial information redacted* to anyone who requests it. CACASA reserves the right to use any unrestricted information contained in proposal materials, whether or not the proposal is selected for contract award.

2.12 IMPLIED AGREEMENT TO TERMS AND CONDITIONS

By submitting an offer in response to this RFP, an offeror, if selected for award, shall be deemed to have accepted the terms of this RFP, including the *Professional Services Agreement* in Section 6. Offerors taking exception to any terms in this RFP or the *Professional Services Agreement* shall clearly identify and explain them in a technical proposal section labeled "Exceptions to Contract Terms". CACASA will evaluate any proposed contract exceptions in context with the totality of an offeror's proposal, but the ultimate acceptance or rejection of a proposal is under the sole discretion of CACASA.

2.13 FALSE STATEMENTS

Offerors are advised that any statements made in connection with their proposals or successful contract award that are later determined to represent willful attempts to falsify, conceal, or suppress a material fact will be grounds for immediate contract termination and the person or persons responsible for false statements may be subject to prosecution under California state and local laws.

Section 3 - SCOPE OF SERVICES

3.0 SECTION ORGANIZATION AND ATTACHMENTS

Section 3 is a high level guide to requested services. Services are organized into major task groups and ordered in the anticipated chronological sequence of project deliverables.

Offerors must refer to attached documents for further details about the functional requirements of specific application elements and use cases. Stated as concisely as possible, the core purpose of the Pesticide Permitting and Use Reporting system is to automate the creation, management, and reporting of data required on four types of regulatory forms:

1. Restricted Materials Permits (RMP)
2. Operator Identification Number (Op-ID) permits
3. Pesticide Use Reports (PUR – more than one type)
4. Notices of Intent (NOI)

The attached documents with the most relevant portions to review are:

System Requirements Specification (all)
Phase II Recommended Solution Report (“Statements of Expectations” in Section 5)
Phase I Needs Assessment Report (User Needs summaries in Section 5)
Pesticide Use Enforcement Program Standards Vol. 3 (Chap. 1-7, Appendices B, E, G)

3.1 SYSTEM DESIGN SERVICES

3.1.1 System Architecture

Offerors are encouraged to propose whatever software architecture and component technologies (commercial or open source) they believe will best satisfy application requirements while also fulfilling the project’s sustainability goals for a system that is high performing, cost-efficient, easy to administer and maintain, and readily scalable by:

- Location - to support the diversity of conditions found among counties.
- Time – to more easily keep pace with future technological change.
- Capability – to integrate with and acquire new functionality.

The attached *System Requirements Specification* describes functional requirements without regard to any particular system architecture or design, and also lists known constraints and interdependencies.

Offerors are encouraged to highlight the key advantages of their proposed architecture in terms of reducing implementation and maintenance costs, improving performance, enhancing security, and/or providing scalability for future growth.

3.1.2 Design Documentation Objectives

CACASA has two principal objectives for the software design documentation in this project:

- A. To embrace industry standard best practices that call for first creating detailed system specifications and technical designs, then building the system according to the documented design specifications, and finally modifying the design specification to

reflect the as-built/as-delivered solution which may have undergone changes during system development and implementation.

- B. To ensure that the custom software CACASA owns can be easily understood by any competent software developer, and is readily portable from one IT vendor to another for maintenance/support or to create new extended functionality.

The contractor is responsible for creating and/or maintaining the currency of two design documents, the “System Requirements Specification” (SRS) and the “System Design Specification” (SDS), as described in the next two subsections.

3.1.3 System Requirements Specification - SRS

The initial version of the SRS has been completed and is attached to this RFP. Its primary purposes are to inform technical system design efforts and to serve as a project management checklist to ensure that software developed for this project satisfies all initial mandates. Its secondary purpose is to give offerors a detailed, yet design-neutral, explanation of the functional system requirements that must be delivered during this project.

Contractor responsibilities regarding the SRS include:

1. Use it as a guide for technical design and the preparation of SDS documentation.
2. Assume maintenance responsibility for the document, making sure that it is current and that it accurately reflects functionality of the deployed system.
3. Use it as a reference for user and technical documentation.
4. Use it as a guide to design future system upgrades/enhancements.
5. Provide CACASA a final up-to-date version of the document upon completion of the initial software installation and supplementary updates as needed to reflect additions or modifications made to the PPUR system thereafter.

3.1.4 System Design Specification - SDS

The SDS is the next level of refinement beyond the generic functional descriptions in the SRS. Offerors may propose and describe their own standard templates for SDS documentation. Generally, an SDS specifies the architecture and all components needed to deliver a complete system. The elements expected to be described in the SDS include:

- a) Associated documentation and resources (e.g. the SRS, Program Standards).
- b) Assumptions, constraints, and technological dependencies.
- c) Overview of the system’s technical environment, including data structures, third party tools, hardware requirements, standards for compliance, interfaces, performance requirements, network environment, access security parameters, and any other “givens” that must be accommodated.
- d) System architecture diagrams and supporting technical descriptions describing the hardware, application, and database deployment strategies, networking requirements, user access to the application and interrelationships among major system components.
- e) System components decomposed into descriptions of each feature within the component, including user interface screen layouts, data, output products, and other elements needed for the component to satisfy its defined functional requirements.

- Include process flow diagrams for components that manage business processes with multiple steps.
- f) External system interfaces and the method of integration that will ensure secure and efficient communication transactions between systems.
 - g) For database-centric applications like the one in this project, many features are forms, menus, or individual widgets whose design descriptions must consist of conceptually distinct “layers” including:
 - Presentation Layer - how the feature looks and behaves.
 - Business Layer – actions and logic carried out by the feature.
 - Database Layer – information that is carried to or from a database before and after being displayed and/or processed by the feature.
 - h) Logical and physical database design including schema definitions with supporting metadata.
 - i) Additional “housekeeping” functions such as data converters, backup and recovery, batch processes, replication, and details on interfaces with other systems.
 - j) In general, anything that will be created or assembled to build the system must first be thoroughly described in the SDS.

Contractor responsibilities regarding the SDS include:

1. Create the draft SDS by following parameters specified in the SRS and consultation with other sources of information the contractor deems relevant.
2. Submit the draft SDS to CACASA oversight for approval, which will be granted if the document is clear, well organized, and comprehensively describes the system to be built. *Note that all system components must be reflected in the design and **fully documented in the SDS** even if some components were originally developed for currently deployed PPUR systems.*
3. Assume maintenance responsibility for the document, making sure that it is current and accurately reflects the as-built status of the PPUR system.
4. Use it as a reference for other user and technical documentation and as a guide to design future system upgrades/enhancements.
5. Provide CACASA with a final up-to-date version of the document describing the “as-built” system upon initial system deployment and supplementary updates as needed to reflect additions or modifications made to the PPUR system thereafter.

3.1.5 Summary of System Design Services Tasks and Deliverables

Offerors will propose a schedule for the following Task Deliverables, and agree to adhere to the schedule if awarded the contract:

- a) Review the ***System Requirements Specification*** attached to this RFP, along with any other sources of information the contractor deems appropriate. Submit any proposed modifications or additions to CACASA oversight for comment. Incorporate approved revisions into a revised version of the SRS.
- b) Prepare a draft ***System Design Specifications*** document and submit to CACASA oversight for review and comment.

- c) Prepare a final SDS incorporating additions and revisions approved by CACASA oversight.
- d) Whenever system requirements change or design modifications are made during the project, promptly submit proposed corresponding SRS and SDS revisions to CACASA oversight for approval. Then finalize approved revisions and transmit updated documents to CACASA. *This is an “as needed” task with no set schedule.*

3.2 SYSTEM ACCEPTANCE TEST PLAN

3.2.1 System Testing Objectives

Although the benefits derived from the field testing of pre-production versions (alpha and beta) of software are well understood to be an essential part of the development and acceptance process, the primary burden of functional testing should accrue to the contractor before any software is released to the user community. To ensure that the transition to new software is smooth and efficient, the contractor must prepare and execute a comprehensive and well-conceived quality assurance acceptance test plan.

3.2.2 Required Test Plan Elements

The system acceptance test plan will be designed to demonstrate that the delivered system fulfills all functional and performance requirements according to the finalized versions of the SRS and SDS documents, including but not limited to:

1. User options for all workflows, including: data input, query, reporting, mapping, and associated on-line help that describes all the workflows in the context of the user interface and associated tools that control the workflow.
2. Compliance with system performance benchmarks established in the SRS and/or SDS documents.
3. Compliance with Americans with Disabilities Act requirements for navigating the interface and using the system.
4. Compliance with all system administration requirements for making modifications to the system environment and configuration settings.
5. Compliance with all security requirements including user roles, user authentication, and associated restricted access to data or system components based on user roles. This also requires validation of data backup procedures and off-site replication to collocation sites.

Partial acceptance test plan execution can be proposed at alpha or beta stages of development (i.e. a pilot implementation), but a final comprehensive acceptance test must be planned for execution prior to implementing a production version in the first county. Final acceptance tests will be attended by CACASA technical representatives and designated agents working on CACASA’s behalf in order to verify the system fulfills all requirements as designed and implemented. Acceptance must be granted in writing before deployment can proceed.

3.2.3 Summary of Testing and Acceptance Plan Deliverables

Offerors will propose a schedule for the following Task Deliverables, and agree to adhere to the schedule if awarded the contract:

- a) Prepare a draft System Acceptance Test Plan (SATP) and submit to CACASA oversight for review and comment.
- b) Prepare a final SATP incorporating additions and revisions approved by CACASA oversight.

3.3 SYSTEM CODING, TESTING, AND SOURCE CODE DOCUMENTATION

3.3.1 Coding, Testing, and Code Documentation of Software Units

A test plan will be developed for every software unit prior to commencing any software development. For each software unit, the test plan will describe all of the data input options, default values, processing steps, and outputs as well as descriptions for how to handle special cases and errors. Each test plan will be used by the developer to ensure each software unit performs correctly in terms of processing, exception handling, and error handling.

Software development will consist of coding and testing each software unit against the test plan. After the software unit passes testing, the source code must be documented with module headers and in-line comments describing the purpose of the software unit, the data inputs, processing logic, exception handling, and error handling. In-line comments should document what each section of code is doing and the rationale for the processing logic employed. The module header will also document the date and code changes made to the software unit after initial testing and acceptance.

Individual software units will be integrated with other software units to assemble sub-system components. Each integration cycle will involve comprehensive regression testing to ensure stability and functionality of each of the component software units.

3.3.2 Summary of Documented and Tested Source Code Deliverables

Offerors will propose a schedule for the following Task Deliverables, and agree to adhere to the schedule if awarded the contract:

- a) Software coding will proceed according to the parameters established in the System Design Specifications and unit test plans. Pre-production system components will be tested internally by the contractor according to the approved System Acceptance Test Plan (SATP) for that system component and assembled as a functional system in preparation for field testing. The system will be demonstrated to CACASA oversight, and code samples will be provided to assess internal documentation.
- b) Field testing will proceed according to the approved SATP, and the contractor will make modifications based on comments received from the user community and CACASA oversight. Modifications will result in either revised test versions or a production version of the system – with the revision sequence determined by the approved SATP.

- c) At the completion of all field testing, the initial production version will be prepared and submitted for final demonstration and review by CACASA oversight to ensure that test reviewer concerns have been adequately addressed.
- d) Upon approval, the installation process for the production system may begin, and the contractor will transmit an unencrypted and fully documented copy of production source code to CACASA oversight.

3.4 SYSTEM DOCUMENTATION AND ONLINE USER HELP

3.4.1 Documentation Objectives

CACASA and county objectives regarding user-oriented and technical administrative documentation are as follows:

1. Overall, the suite of documentation (technical manuals and online user help) needs to make the system easy to learn, use, and maintain – so that the contractor’s technical support system is not overburdened with routine questions.
2. Types of documentation and its formatting must satisfy a broad range of needs, including:
 - High level system overviews appropriate for managers and other non-users.
 - Guides for training that is conducted by the contractor.
 - Guides for training and assistance conducted by experienced users or through self-training.
 - Context sensitive help for application modules and individual controls.
 - Routine maintenance and troubleshooting instructions for system administrators.
 - Technical specifications and dependencies for system/network administrators.
 - Technical details for system integrators.
3. Documentation must be well organized and easily navigable/searchable.
4. Documentation must be up to date with the current production version of the system.

3.4.2 Summary of System Documentation Deliverables

Offerors will propose a schedule for the following Task Deliverables, and agree to adhere to the schedule if awarded the contract:

- a) Contractor will prepare a comprehensive outline of the types and general content of all proposed system documentation, including technical reference manuals and online help tools. This outline will be submitted to CACASA oversight for review and comment.
- b) Draft documentation will accompany the other project deliverables with which it is directly associated and will be reviewed by CACASA oversight along with those deliverables as follows:
 - A comprehensive online user help subsystem is required, and must accompany the initial production version (post field testing) of the system. The user help subsystem will provide all necessary documentation regarding how to perform workflows (including the stepwise use of the interface) and instructions on how to

use each interface control or tool. Therefore, a separate all-inclusive printable user manual is not envisioned as a required deliverable.

- Technical reference manuals will accompany the initial production version (post field testing) of the system. At a minimum the technical reference shall consist of a system administrator manual defining system dependencies, definition of all configuration settings and how to modify the settings, and procedures that control the system environment and maintain system and data security. As an alternative, the system administrator manual can be proposed as an on-line help subsystem that documents the use of system administration tools. Regardless of format(s), the technical reference must describe details of interest to system integrators including, but not limited to, the database schema and inter-application communication protocols.
 - Materials used exclusively for training purposes will be prepared and submitted for review prior to their use during county transitions (see Section 3.6).
- c) Whenever system modifications are made during the project that require documentation updates, promptly submit documentation revisions to CACASA oversight for approval. Then finalize approved revisions and transmit updated documents to CACASA. *This is an “as needed” task with no set schedule.*

3.5 IMPLEMENTATION/TRANSITION PLAN

3.5.1 Implementation Plan Objectives

A system implementation plan is needed to guide a phased, orderly, and swift transition of counties from their existing systems to the new system. Planning must begin well in advance of the time when implementation commences so that counties can know what preparations they need to make and have a predictable schedule to follow.

Specific implementation needs will depend a great deal on the proposed system architecture, but elements expected to be applicable in the implementation plan are as follows:

1. A survey of each county to firmly establish:
 - Quantities of software licenses and system hardware needed to implement the new system in each county.
 - Availability of existing software licenses and hardware that could be reused by the new system in order to minimize new procurements.
 - The number of users who will receive contractor sponsored training.
 - Format and quantity of existing PPUR data to be translated.
 - Special circumstances in a county that could materially influence the system installation process or its timing.
 - Specific county responsibilities and tasks that must be provided before, during, or after the implementation process.
2. Procurement and installation plans for non-county specific hardware and software infrastructure needed to implement the contractor’s system design, including web server components.

3. A training plan that describes the types of training that will be required for various system user roles, whether training will consist of classroom sessions (specify the frequency and location), self-paced training, remote conferencing, or some combination thereof, and the type and content of training materials that will be prepared to support each training method.
4. An advance educational effort to demonstrate the new system's capabilities and operational characteristics to county users and other project stakeholders. Not to be confused with training, this advance effort is designed to promote county awareness of the system prior to implementation. It should be conducted in a variety of venues, including those where Internet-based communications methods can be efficiently employed. Presentations should be targeted for both technical (system users, IT support staff) and non-technical audiences so that the full range of county stakeholders can become informed about what is coming their way. Scheduled presentations should be supplemented with a project website that includes system descriptions and a mechanism for site visitors to offer feedback and ask questions.
5. Descriptions of data translation methods and software tools.
6. An installation test plan describing how each county installation will be tested to ensure the new system is stable and meets performance specifications. *Note that this may be a refinement of the more generic System Acceptance Test Plan described in Section 3 in order to test system operations using the county's translated data.*
7. A phased implementation schedule indicating when deployments will be accomplished in each county. The phasing sequence and schedule must be signed off (agreed to) by each CAC and should be based on logical rationale for accomplishing the statewide transition as quickly as possible and with minimal disruptions of county operations. *Note: Offerors are encouraged to propose an early pilot implementation in, for example, a county using RMMS, a county using AgGIS, and a county using RMPP in order to demonstrate successful translation and implementation within each of these system environments.*

3.5.2 Summary of Implementation/Transition Plan Deliverables

Offerors will propose a schedule for the following Task Deliverables, and agree to adhere to the schedule if awarded the contract:

- a) With active participation, advice, and county liaison services as needed from CACASA, prepare a draft Implementation/Transition Plan and submit it to CACASA oversight for review and comment.
- b) Finalize the Implementation/Transition Plan and obtain signatures from each county's CAC indicating agreement with the approved plan's phasing schedule for their county. This signature constitutes the county's commitment to devote staff time and other resources needed to accomplish an orderly transition.

3.6 SYSTEM INSTALLATIONS AND COUNTY TRANSITIONS

3.6.1 Summary of Installation/Transition Deliverables

Offerors will propose a schedule for the following Task Deliverables, and agree to adhere to the schedule if awarded the contract:

- a) Execute the Implementation/Transition Plan according to the approved schedule.
- b) Conduct advance educational workshops/webinars/presentations as proposed.
- c) Prepare training materials according to specifications called for in the training plan.
- d) Installation/implementation of non-county specific system components is a separate deliverable that must be accomplished prior to any county transitions.
- e) Each completed county transition may be considered a separate deliverable for the purposes of project management and billing. A completed transition means that the system is installed and tested, users trained, existing data translated, and the CAC has signed-off on the transition – indicating that the new system is in production use to manage RMP/Op-IDs and produce use reports. *Offeror proposals need only indicate the scheduled starting and ending dates of the period during which all county transitions will be completed, leaving it to Implementation/Transition Plan to set a schedule for each county.*

3.7 SYSTEM MAINTENANCE AND TECHNICAL SUPPORT – PLANNING AND SETUP

3.7.1 System Support Objectives

System support is the umbrella term for an integrated set of activities needed to:

1. Keep the enterprise system up and running.
2. Maintain technical performance at levels equal to or surpassing design parameters.
3. Provide the assistance necessary to maintain/increase the productivity of users.
4. Obtain input from users about problems and suggested functional improvements.
5. Make the system self-sustaining through dynamic technological adaptation, keeping the community of users engaged and enthusiastic, and steadily increasing productivity relative to cost.

The coordinated activities used to achieve these objectives are: routine system monitoring and maintenance, hardware upgrades, software bug fixes, technical support for users, technical feedback from users, and regular software upgrades to keep the system in a dynamic state.

For the purposes of cost estimation and contract invoicing, the project tasks required to deliver support services are divided into the one time tasks needed to plan and develop the infrastructure for the maintenance / technical support subsystem, and the ongoing tasks to operate the support subsystem. One time task deliverables are listed in the following subsection, while ongoing task deliverables are broken out separately in Section 3.8.

3.7.2 System Support Planning and Setup Deliverables

Offerors will propose a schedule for the following Task Deliverables, and agree to adhere to the schedule if awarded the contract:

- a) Prepare a draft System Maintenance Procedures report describing all routine system monitoring and maintenance tasks the contractor will perform or oversee on a continuing basis. This report will also include descriptions of triggering events and procedures the contractor will follow for deploying updated versions of commercial or custom software and for effecting repairs on various system components when breakdowns occur. Submit the draft report to CACASA oversight for review and comment.
- b) Incorporate reviewer comments into a final System Maintenance Procedures report.
- c) Prepare a draft Technical Support Delivery report describing all active and passive systems and methods used to assist users experiencing problems or seeking answers to system operation questions. Submit the draft report to CACASA oversight for review and comment.
- d) Incorporate reviewer comments into a final Technical Support Delivery report.
- e) Set up or install all active and passive technical support components described in the Technical Support Delivery Report in time so that they are operational when the first county transition has been completed.

3.8 ONGOING SYSTEM MAINTENANCE AND TECHNICAL SUPPORT

3.8.1 Ongoing System Maintenance and Technical Support Deliverables

Offerors will agree to provide the following ongoing support services and related project management tasks for the duration of the contract:

- a) Operate and maintain active and passive technical support components (described in Section 3.7) and begin performing the services described in the System Maintenance Procedures report (also described in Section 3.7). Both are assumed to begin once the first county transition has been completed, and are thereafter *ongoing tasks with no set schedule*.
- b) Maintain a log of incoming technical support requests, including who originated the request, when the request was made, description of the problem/question/suggestion, how the request for support was resolved, and when the requestor was notified of the resolution. A timely and effective feedback mechanism must be proposed that will maintain a high level of end user satisfaction through an effective communications strategy. *This is an ongoing task with no set schedule.*
- c) Help establish and support a voluntary Technical Users Group convened to discuss, recommend, and prioritize system enhancements. This group and the community of users it represents will bear primary responsibility for the group's sustained operation, but active participation from the contractor will play a significant role in the group's, and by extension the system's, effectiveness. *This is an ongoing task with no set schedule.*

- d) Formulate technical scopes of work with schedules and costs to accomplish requested major system upgrades or high priority enhancements arising from the Technical Users Group or elsewhere, and submit them to CACASA oversight for consideration and possible approval. Compensation will only be allowed for preparing upgrade/enhancement scopes of work that are requested in writing by CACASA oversight, and the compensation amount and other specifications for each requested enhancement will be negotiated as part of the request. *This is an as-needed task with no set schedule.*
- e) Submit monthly progress reports to CACASA oversight describing:
- Maintenance activities completed during the previous month.
 - A summary of the technical support activity log, or the full log if requested.
 - Budget expenditures to date and balance remaining.
 - Explanation of problems encountered that may impact future system maintenance or technical support.

3.9 PROJECT MANAGEMENT

3.9.1 Project Management Objectives

This project has an unusually high demand for effective communication and coordination due to the large and diverse group of stakeholders, which includes: a large state agency (CDPR), 58 separate and diverse county agencies, an association (CACASA) whose membership represents every county, an extremely large industry (agriculture) that is critically important to California's economy, environmental groups, public health advocacy groups, and the general public of the nation's most populous state.

This project is also on a relatively fast track due to concerns over the cost of continuing to support the duplicative existing PPUR systems. Therefore, it is imperative for the new system over its lifecycle to attain greater cost efficiency than past experience has delivered.

These considerations have elevated the importance of project management, whose elements include:

1. Planning every aspect of the project with sufficient depth and detail to:
 - Allow the contractor to assemble and schedule adequate resources.
 - Provide a convenient template to track work flows and monitor progress.
 - Recognize and overcome obstacles early when they are readily surmountable.
 - Increase the predictability of costs, timing, and results for all stakeholders.
 - Permit more effective oversight to control costs and improve results.
2. Regular and frequent progress reporting and close communications between CACASA oversight and the contractor to reduce the occurrence of unwelcome surprises.
3. An effective risk management strategy that identifies potential risks early and proposes mitigation steps that can be taken to avert delays and budget overruns. This includes a "change management" process used to communicate and resolve project issues, including potential changes in: system requirements and design, deployment

- strategy, project schedule, or contractor's assigned personnel. Objectives are to identify issues before they become critical and plan mutually acceptable solutions.
4. Active participation of CACASA during both the preparation and review of deliverables.
 5. Frequent communications between CACASA oversight and counties to ensure that county needs are expressed and satisfied.

3.9.2 Project Management Deliverables

In their proposals, offerors will develop an overall project work plan schedule incorporating all Task Deliverables identified throughout Section 3 of the RFP and extending over the entire contract term. Proposals will also describe and schedule key milestones and decision points to be coordinated with contract oversight activities. Offerors must agree to adhere to the work plan schedule if awarded the contract, and any requests for changes after contract execution must be approved in writing by CACASA oversight. Other project management deliverables that are due over the course of the project include:

- a) Provide monthly progress reports to CACASA oversight describing:
 - Tasks/activities initiated.
 - Activities continuing from a previous period.
 - Activities completed during the previous month.
 - Budget expenditures to date and balance remaining.
 - Overall progress against the project schedule.
 - Explanation of problems encountered that may adversely impact the project's schedule or successful outcome.
- b) Implementation of effective risk management measures that will be used for managing risk on this project. A description of these proposed measures must be included in offeror's proposals.
- c) Implementation of any additional communications or project management deliverables beyond those mentioned above (either for specific tasks or for the project as a whole) that the contracted vendor includes in its proposal.

Note that after all new system installations are completed and only ongoing system maintenance and technical support services remain active, monthly progress reporting and other project management activities will be confined to whatever is needed to support the items described in Section 3.8.1.

Section 4 - PROPOSAL ORGANIZATION, CONTENT, AND INSTRUCTIONS

4.0 PROPOSAL ORGANIZATION

Section 4 provides the explicit instructions offerors must follow to prepare and organize their proposals. *Please read and follow instructions carefully, and respond to all requested information. Proposals that deviate from these instructions or omit required information may, at CACASA's discretion, be rejected as non-responsive and dropped from consideration.*

Offerors must organize their proposals in three parts corresponding to subsections 4.1 through 4.3 below, and assembled in the order presented within each of the three subsections:

1. Company Information, including cover letter.
2. Technical Proposal
3. Cost Proposal (placed in a separate sealed and labeled envelope)

See subsection 4.5 Packaging Instructions for details on how to assemble the proposal package for shipment.

Proposals should be as concise as possible while responding fully and substantively to the information requested in the RFP. Please do not include extraneous marketing materials.

4.1 COMPANY INFORMATION

Proposals must include all Company Information requested in the subsections below, and must organize Company Information using the same numbered subheadings in the same order as below.

4.1.1 Cover Letter

A cover letter on company letterhead to include the following:

1. A statement affirming that the offering company will perform the requested services specified in this RFP and will abide by all terms, conditions, and requirements stated in the RFP, including the *Professional Services Agreement* in Section 6. Or, if the offeror is taking exception to any of these terms and conditions, the statement in the letter must identify the page number in the offeror's proposal of the section titled "Exceptions to Contract Terms" in which these exceptions are itemized and explained.
2. Identify and provide complete contact information for the individual who will serve as the offeror's official contact throughout the selection process.
3. An original of the cover letter must be signed by a corporate officer authorized to execute contracts for the offeror's company.

4.1.2 Prime and Subcontractor Identification

1. List the company name, official contact person for this project and their contact information, address of the company office handling this project, the URL of the company website, and the company's main telephone number.

2. If the offeror has assembled a team that includes subcontractor companies, list the same identification information cited above for each subcontractor.
3. If either the prime or any subconsultant companies are subsidiaries of a parent company, provide the same identification information cited above for the parent company and clearly identify which company is the parent of each subsidiary company.
4. The contractual responsibilities for services and deliverables must be clearly defined between the prime and subcontractors. This includes the percent of the total budgeted hours and percent of project budget that is allocated to prime and subcontractor(s). The prime contractor must show that they are responsible for over 50% of the total project budget. ***Do not provide dollar amounts in the technical proposal, just the gross percentages of labor and budget breakouts by prime and subcontractors.***

4.1.3 Company Description

Provide a **concise** narrative description of each company on the offeror's team, including:

- the year the company was established,
- the state or country in which the company is registered and the type of registration (Limited partnership, S-Corporation, etc.),
- the Federal Tax ID,
- the Dunn and Bradstreet number (if available),
- the primary market sectors in which services and products are marketed,
- a listing of the professional services offered,
- a listing of software products that it has developed, currently supports, or is actively marketing,
- the current number of full and part time permanent employees (not including independent consultants) and the variability in staff size over the past five years,
- recent awards, honors, or recognitions obtained from industry groups or associations.

4.1.4 Company Experience

Provide a description of projects similar to this one in terms of technical services and deliverables, complexity, number of implemented sites and/or number of users, and/or equivalent geographic extent of implemented sites that the prime and any subconsultants on the offeror's team have worked on during the past five years. Include client name, a brief project description, the year the project started, and the year completed (unless the project is still in-progress), and the approximate total budget amount for the contracted scope of services.

4.1.5 Project Personnel Identification

List all personnel from each company who will be assigned to this project. Include the person's name, company job title, their specific role (job category) in this project, and the city where they are based. List the Project Manager first. Also include an organizational chart showing the lines of authority between project team members including subconsultants. Résumés shall be provided for every individual shown as a member of the project team (see Section 4.1.6)

4.1.6 Personnel Experience (Résumés)

Include a maximum 2 page résumé for each project team member including:

- Proposed project role,
- Years of overall professional experience,
- Years working for the offeror's firm,
- Years of experience working in an equivalent role as proposed for this project,
- Projects where the individual worked in a role similar to the one proposed for this project. If applicable, cross reference these project roles to projects that are cited under Section 4.1.4 Company Experience,
- Technical skills relevant to this project and the individual's proposed role in it,
- Relevant certifications,
- Formal post-secondary degrees and years acquired,
- Training courses successfully completed.

4.1.7 Company References

Provide client references from at least three (3) and no more than five (5) past or present clients of the prime and any subconsultants on the offeror's team. All referenced projects should have been started and/or completed within the past five (5) years). For each reference, include:

- A current client contact who is knowledgeable regarding the services provided and the quality, timeliness and cost effectiveness of the services provided by the offeror's firm. Include the contact's name, title, telephone number, and e-mail address.
- A short description of contracted services and deliverables provided.
- The year the project started and ended.
- The total project budget including the amounts for all contract supplements, if applicable, that were provided after the initial contract award.

4.1.8 Company Financial Information

For this proposal section, provide the following information about the *prime consultant's* financial status: *Note that financial information will be treated as confidential and will not be released or disclosed to anyone outside the proposal evaluation team as noted previously in Section 2.11.*

- a) A narrative that describes the company's financial capacity to undertake and complete the project as proposed and to furnish software systems and/or services in accordance with the RFP;
- b) Audited statements of financial condition, prepared by an independent certified public accountant, for the past three (3) years;
- c) A bank reference;
- d) A statement disclosing any bankruptcy or insolvency proceeding that the offeror has filed or that has been filed against the offeror pursuant to Chapter 11 or Chapter 7 of the United States Bankruptcy Code, or any applicable state law of comparable effect.
- e) A copy of the offeror's most recent annual report (if applicable);
- f) If the proposal is submitted by a partnership and/or joint venture, provide full information concerning the nature and structure of the partnership and/or joint venture, including:

- Name of the entity that will be guaranteeing contract performance.
- Date that the joint venture or partnership was created.
- A statement that the agreement between members comprising the joint venture makes each jointly responsible and severally liable for contractual obligations of this project.
- A statement indicating that all parties to the partnership or joint venture agree to the terms and conditions set forth in this RFP and the ***Professional Services Agreement*** in Section 6, or identify any terms to which the parties take exception in a section of the proposal titled “Exceptions to Contract Terms”.

4.2 TECHNICAL PROPOSAL CONTENT

Proposals must include all Technical Proposal Content requested in the subsections below, and must organize Technical Proposal Content using the same numbered subheadings in same order as below.

4.2.1 Project Understanding

Offerors should provide an introductory statement with their understanding and interpretation of the project’s scope and objectives, and describe why the firm and its approach are uniquely suited to address project needs. Highlight similar experience implementing systems used to automate and track regulatory instruments and data, other enterprise scale IT development projects with characteristics similar to this one, and any specific experience with pesticide regulations. This statement may also describe the offeror’s generalized approach or methodology for this type of project.

Offerors may also include a description of any significant concerns regarding the project scale, requested scope of services and deliverables, project schedule, or project objectives as described in this RFP, and how the offeror plans to address these concerns if selected.

4.2.2 Project Work Plan and Schedule (*reference Scope of Services Section 3.8*)

Proposals must include an overall project plan and schedule as described in the Scope of Services Project Management subsection above (Section 3.8.2). The project plan must include sufficient detail to allow the proposal evaluation team to make comparative assessments of each offeror’s project planning approach and proposed work flow for the project.

The proposed schedule must reference all milestones and deliverables described in each Section 4.2.x subsection below. The project schedule must be in the form of a Gantt chart (Microsoft Project or equivalent) indicating the starting and ending dates for all major tasks and key milestone dates. In addition, this chart must identify the proposed delivery dates for all items listed under the headings “*Specify the deliverable date for the following:*” in this and subsequent 4.2.x subsections.

In their proposals, offerors should clearly indicate whether the proposal will meet the preferred timeline given in Section 1.3 or, if an alternate timeline is proposed, the reasons for an alternative timeline.

SUMMARY OF PROPOSAL CONTENT FOR THIS ITEM:

- ⇒ *Develop an Overall Project Plan for the duration of the project that lists all requested deliverables in context with key milestones, task interdependencies, decision points, and project oversight coordination activities.*
- ⇒ *Provide a graphic schedule (Gantt chart) of major tasks, milestones, and deliverables to illustrate the Overall Project Plan in the proposal.*
- ⇒ *Indicate if proposal meets or does not meet preferred timeline, and if not – why not?*
- ⇒ *Document assumptions related to the duration of each task shown in the Gantt Chart by specifying the total anticipated hours for the task, the individuals assigned to the task, and the percent of their available time actually assigned to the task. Note that offerors should take care to avoid discrepancies between the scheduled duration of tasks and the labor hours allocated to tasks in the Cost Proposal.*

4.2.3 System Architecture and Design Services (*reference Scope of Services Section 3.1*)

In this section, provide an overview and preferably diagrams of the proposed system architecture, deployment of major system components (application servers, database servers, network connectivity, etc.), and a description of major system components (proposed development framework that would be used, relational database management system, embedded GIS components, web services, hardware components, deployment topology, etc.). Describe the rationale or thought process behind the proposed system architecture and explain how it best addresses CACASA's objectives for functionality, performance, cost containment, scalability, and maintainability. It is desirable here to highlight the benefits of the proposed architecture and to draw comparisons to any alternative architectures/components that were considered by the offeror but rejected.

Offerors should briefly summarize their approach to the system design process and the activities required to complete the System Design Specification (SDS) for this project. Highlight how it conforms or deviates from the process described in the RFP. Also discuss which, if any, aspects of the System Requirements Specification (SRS) are anticipated to require modifications or further definition, and how the information to support SRS changes will be gathered.

SUMMARY OF PROPOSAL CONTENT FOR THIS ITEM:

- ⇒ *Proposed system architecture and component descriptive overview.*
- ⇒ *Rationale for and key benefits of the proposed architecture.*
- ⇒ *Summarize the anticipated content of the System Design Specification, and the activities required to develop the content.*
- ⇒ *Summarize the additional content, if any, required for the SRS, and the activities required to develop the missing content.*
- ⇒ *Specify the deliverable dates for each of the following:*
 - *SRS modifications and update*
 - *Draft SDS*
 - *Final SDS*

4.2.4 System Acceptance Test Plan (*reference Scope of Services Section 3.2*)

In this section, describe the proposed content of the system acceptance test plan to be developed for this project, and how the approach will ensure that all of the functional, non-functional, security, and performance requirements in the SRS are fully and successfully implemented. Describe key system development milestone points at which various aspects of the SATP will be utilized.

SUMMARY OF PROPOSAL CONTENT FOR THIS ITEM:

- ⇒ *Typical content the offeror includes in its system acceptance test plans and how it ensures the system will fulfill all the requirements.*
- ⇒ *Steps required to develop and apply a System Acceptance Test Plan for this project.*
- ⇒ *Describe the development stage during this project when the comprehensive system acceptance test plan will be prepared and the system development or deployment stages when the test plan will be applied.*
- ⇒ *Specify the deliverable dates for each of the following:*
 - *Draft SATP*
 - *Final SATP*

4.2.5 Coding, Testing, and Source Code Documentation (*ref. Scope of Services Section 3.3*)

Offerors should describe their proposed approach to software development on this project. Describe the development framework, programming languages, version control software, and testing software that will be used. Describe how the software development process will be organized and coordinated if it is a team effort, and how version control will be applied.

Explain how the design specifications in the SDS will inform the software coding process, and how required design changes during software development will be tracked for later update to the “as-built” design specification. Describe the testing methodology that will be employed for unit testing and full regression testing of integrated components. Describe the typical content included in source code documentation and the process used to ensure that source code documentation remains current over time.

SUMMARY OF PROPOSAL CONTENT FOR THIS ITEM:

- ⇒ *Overview of the proposed system development framework, programming languages, version control software, and software testing tools that will be employed.*
- ⇒ *Technical approach that will be applied to develop fully tested and documented code that conforms to design specifications.*
- ⇒ *Describe how changes to the design will be tracked to update the as-built design specification.*
- ⇒ *Describe the content of source code documentation, the extent to which it will be used in each module, and the approach that will ensure up-to-date source code documentation reflecting the latest changes.*
- ⇒ *Specify the deliverable dates for each of the following:*
 - *Pre-Field Test software demonstration for CACASA oversight*
 - *Field Test period starting and ending dates*
 - *Production software demonstration for CACASA oversight*
 - *Production system installation/implementation starting date*

4.2.6 System Documentation and Online User Help (*reference Scope of Services Section 3.4*)

Provide a summary description in the proposal of the full suite of system documentation and online help that is envisioned, including the content outline, format, and method of distribution to system administrators and end users. Describe the steps that will be taken to develop technical system administration reference documentation, training materials, and online help subsystem deliverables. Include proposed processes to subsequently update and reissue these products as needed to reflect system changes.

Note that the first deliverable in this task group is a System Documentation Outline Report that will formalize and add detail to the summary information included in the contractor's proposal. Therefore, offerors must also describe what further details to include in the report and how the content for those additional details will be determined by user needs assessments, documentation specifications contained in other plans (e.g. the training plan element of the Implementation/Transition Plan), and anything else that is deemed appropriate.

SUMMARY OF PROPOSAL CONTENT FOR THIS ITEM:

- ⇒ *Summary description of technical reference documentation for system administrators and system integrators.*
- ⇒ *Summary description of the proposed online user help subsystem.*
- ⇒ *Summary description of training material content.*
- ⇒ *Summary description of high level (manager and non-user) system overview documentation.*
- ⇒ *Content and methods used to prepare a System Documentation Outline Report*
- ⇒ *Specify the deliverable dates for each of the following:*
 - *System Documentation Outline Report*
 - *Online help subsystem and administration manuals will be delivered and evaluated with the first production version of the system (Deliverable 3.3.1 c)*
 - *Training materials will be delivered and evaluated prior to beginning any county user training. (Deliverable 3.6.1 c)*
 - *High level system overview documentation (for managers, other non-users)*
 - *System integration technical documentation*

4.2.7 Implementation/Transition Plan (*reference Scope of Services Section 3.5*)

Planning for the statewide deployment of the new system will be a collaborative effort between the selected contractor, CACASA, each county, and CDPR. Offeror proposals should describe an approach and any relevant considerations for:

- How county-specific needs/capacities will be surveyed and the type of information that will need to be collected.
- How the new system's characteristics and capabilities will be communicated to counties in advance of implementation. This includes how counties will be able to track system development/implementation progress and provide input or ask questions about the project and the new system.
- Content of the Training Plan element of the overall Implementation Plan.
- Content of the installation testing and acceptance plan element of the overall plan.

Proposals must also discuss the factors that will be considered when developing the phased implementation sequence for all counties, and finally, discuss assumptions about the nature and extent of required participation from CACASA, the counties, and CDPR in assisting with Implementation/Transition Plan development.

SUMMARY OF PROPOSAL CONTENT FOR THIS ITEM:

- ⇒ *Approach, content, methods, and assumptions for creating the Implementation/Transition Plan and its sub-elements.*
- ⇒ *Specify the deliverable dates for each of the following:*
 - *Draft Implementation/Transition Plan*
 - *Final Implementation/Transition Plan*

4.2.8 System Installations and County Transitions (*reference Scope of Services Section 3.6*)

Offerors should identify the critical factors that will influence the pace with which transitions can be completed and the sequencing of various transition events. Also describe the proposed approach for accomplishing each transition and explain how this approach addresses the anticipated critical factors. The approach should indicate the point at which a transitioning county's legacy system environment can be retired and no longer maintained, and whether there is a need to maintain two parallel systems for some duration of time during the transition. Include assumptions about the extent of required county and CACASA participation during the transition process.

Also include assumptions about the quantities of hardware and software licenses to be purchased, and quantitative assumptions about other logistical activities (e.g. travel and duration of time on-site) needed to accomplish system installations and training. Describe how the change and risk management strategy (Section 3.9.1 item #3) will be employed to deal with situations where these assumptions represent over or under estimations of actual implementation requirements.

SUMMARY OF PROPOSAL CONTENT FOR THIS ITEM:

- ⇒ *Discuss transition activities, key factors to manage during the transition process, and the reasoning behind the proposed approach.*
- ⇒ *Quantify assumptions about equipment and software to be purchased, and about the travel and on-site logistics associated with system installations and training.*
- ⇒ *Specify the deliverable dates for each of the following:*
 - *Completion date for installing/implementing non-county specific components*
 - *Starting date for county transitions*
 - *Ending date for all county transitions*
 - *Approximate date when all existing legacy systems can be retired*

4.2.9 System Maintenance and Technical Support – Planning and Setup (*reference Scope of Services Section 3.7*)

Two documents will be prepared to describe plans for ongoing system support. Offerors must describe the anticipated content of both the System Maintenance Procedures and Technical Support Delivery reports.

Offerors must describe the proposed components for both active and passive technical support, and the levels of service to be delivered. Also describe the process that will be used to investigate problems and to then create and install software patches and software version updates to effect repairs.

SUMMARY OF PROPOSAL CONTENT FOR THIS ITEM:

- ⇒ *Describe configuration and levels of service for active and passive technical support.*
- ⇒ *Describe the process used to identify and repair software problems.*
- ⇒ *Specify the deliverable dates for each of the following:*
 - *Draft System Maintenance Procedures report*
 - *Final System Maintenance Procedures report*
 - *Draft Technical Support Delivery report*
 - *Final Technical Support Delivery report*
 - *Complete the installation of active and passive Technical Support components and begin providing system maintenance and support*
 - *Begin participation with Technical Users Group*

4.2.10 Ongoing System Maintenance and Technical Support (*reference Scope of Services Section 3.8*)

Provide an overview of how system monitoring and maintenance procedures will be implemented on an ongoing basis, and what users can expect from the technical support systems once they are operational. Offerors must affirm that they will maintain technical support request tracking logs, and submit monthly project management reports including summaries of these logs and maintenance activities completed. Offerors must also affirm that they will promptly update system design (SRS and SDS) and technical documentation whenever system modifications are made that cause this documentation to become outdated.

Offerors should briefly describe process guidelines for identifying potential enhancements and preparing technical scopes of work and cost estimates for CACASA's consideration. Describe how the Technical Users Group can be used most productively by identifying matters that the group should focus on, and describe the offeror's proposed level of involvement with the users group. Finally, discuss how all support elements can best work together to ensure long term system stability and sustainability.

SUMMARY OF PROPOSAL CONTENT FOR THIS ITEM:

- ⇒ *Describe what users will experience once system maintenance and technical support systems are operational.*
- ⇒ *Affirm that technical support requests will be tracked, monthly progress reports will be submitted, and system design and technical documentation will be kept current.*
- ⇒ *Describe the process for identifying potential upgrades and enhancements, and the proposed roles for the Technical Users Group and the contractor's involvement in it.*
- ⇒ *Discuss the integration among all ongoing support elements, and the benefits derived.*

4.2.11 Project Management (*reference Scope of Services Section 3.9*)

Offerors must describe the methods and procedures (including lines of communication and decision-making) that will be used to manage this project internally within the offeror's firm or team. Summarize quality assurance procedures that will be used in all aspects of the project, including internal reviews of draft plans and reports. Describe the risk/change management and mitigation approach that will be employed during this project to avert major delays in project schedule and potential cost overruns.

Proposals must identify preferred methods and procedures used to communicate and coordinate with CACASA oversight, including details about all expectations or assumptions regarding CACASA oversight's performance when reviewing and commenting on deliverables and other oversight activities. These assumptions include, but are not limited to: proposed time frames allotted for CACASA oversight to review draft deliverables, the frequency of progress review meetings with either CACASA oversight, CACASA's Board of Directors or standing Committees, or CACASA's full membership. Offerors must also affirm that they will provide the minimum monthly progress reports containing the information specified in Section 3.9.2 a).

SUMMARY OF PROPOSAL CONTENT FOR THIS ITEM:

- ⇒ *Description of internal project management and quality assurance processes.*
- ⇒ *Description of the risk and change management approach that will be employed.*
- ⇒ *Description of external coordination methods and progress review expectations.*
- ⇒ *Affirm commitment to monthly progress reporting.*
- ⇒ *Description and delivery schedule for any (optional) project management or communications deliverables proposed by the offeror.*

4.3 COST PROPOSAL CONTENT

The deliverable products and services described in Section 3: Scope of Services will be contracted on a fixed price basis, *except* for the ongoing services pertaining to system maintenance and technical support described in Section 3.8. Those ongoing services, which begin once systems are installed and operational within counties, will be contracted on a time and materials basis with a not to exceed amount that must be specified in the cost proposal.

The proposed fixed price for all deliverables described in Sections 3.1 through 3.7 and Project Management activities described in Section 3.9 must be broken out by major task group, as explained below. The proposed not to exceed price for ongoing support services described in Section 3.8 must be broken out by contract year.

Billing for all fixed price deliverables will be based on a negotiated schedule of amounts due upon completion of project milestones achieved, as set forth in Section 6 Professional Services Agreement. Ongoing maintenance and support services will be invoiced monthly based on actual time and materials expended, but must remain within the maximum annual threshold amounts specified in the cost proposal.

Offerors are reminded to estimate and itemize costs as accurately as possible within each of the major task groups in order to be competitive.

Offerors must use the attached spreadsheet template (PesticideITcost.xls) to present their cost proposals. No substitute spreadsheet formats are allowed. Offerors should also include a narrative summary of the cost proposal or explanatory notes to describe any assumptions, additional details, or other relevant material that cannot be captured on the spreadsheet template. The narrative material must be composed in a separate word processing document that is clearly cross-referenced to the appropriate spreadsheet table. Narrative material is only a supplement to, not a substitute for, the information required to be supplied in the spreadsheet template.

The tables on separate worksheet tabs in the PesticideITcost.xls file have clearly labeled fields (cells) that offerors must fill in with their cost information. Other cells are pre-loaded with formulas for computing totals and sub-totals. Offerors only need to fill in the appropriate blanks as instructed, and should not attempt to modify worksheet layouts or formulas. If a custom spreadsheet or modified copy of PesticideITcost.xls is used to help prepare cost estimates, the relevant data must be transcribed back into the preformatted version of PesticideITcost.xls.

Instructions on how to fill in the spreadsheet tables are included with the tables themselves. A summary of the content and purpose of each worksheet table is provided below.

Labor Rates table (first worksheet tab):

The Labor Rates table is for offerors to enter the hourly rate for each job category they intend to use during the course of the project. For each job category or title, different labor rates can be specified for the next five calendar years in order to account for any planned escalation of labor costs.

Please observe the following notes:

- 1. Only the cells shaded in green may be modified by offerors.**

2. Standard job titles in Column A contain a range of possible titles that may or may not be used by an offeror. Only fill in hourly rates for the titles that will be used.
3. If elsewhere in the offeror's proposal different, but equivalent, titles are used, please enter the equivalent titles in Column H on the row corresponding to the supplied title name.
4. If none of the supplied title names is appropriate for a position the offeror wishes to use, edit one of the "Miscellaneous Job" cells in Column A with the desired title and enter hourly rates for each year.
5. **Note that the labor rates provided in this table for each calendar year will be binding on the selected contractor for all work in this proposal and for any additional work CACASA may request during the contract term.**

Task Labor Cost table (second worksheet tab):

Offerors will enter labor hours by job title and task group in the green cells, and corresponding labor costs are calculated with formulas referencing the job title and hourly labor rate by year from the Labor Rates table.

Please observe the following notes:

1. **Only cells shaded in green may be modified by offerors.**
2. Every task group has at least two rows to account for labor hours expended in different years. Offerors should use the appropriate year's row to enter labor hours based on their work plan schedule.
3. If all work for a task group is scheduled to be completed in only one of the years for which rows have been provided, then do not enter anything in the other row. Also, do not make any entries for job titles not used at all or not used for a particular task group.
4. Note that task groups 3.1 - 3.5, and 3.7 are all assumed to be completed during 2011 – but that task group 3.6 is not expected to start until 2011 and be completed during 2012.
5. Note that Ongoing System Maintenance and Technical Support (task group 3.8) is assumed to start in 2011 and extend through the end of the contract term on June 30, 2014. **Only include labor hours for the first half of 2014.**
6. Note that Project Management (task group 3.9) hours must *only* be provided for PM tasks associated with the other non-ongoing task groups (3.1 – 3.7). This why the PM task group only extends through 2012. The hours provided in task group 3.8 must *include* PM tasks specifically in support of ongoing system maintenance and technical support.
7. Totals and subtotals are automatically summed by formulas in the far right columns and bottom row of the table.
8. Total labor hours and costs for task group 3.8 are considered *annual not to exceed amounts*. The contractor will only be allowed to invoice for actual hours expended on a time and materials basis for task group 3.8. All other task groups will employ fixed cost pricing regardless of the amount of labor expended.
9. Offerors may wish to further break down labor estimates by subtasks or specific deliverables, and may employ a custom or modified spreadsheet for the offeror's own use to do so. However, major task group totals must still be rolled up and transcribed into the preformatted version of PesticideITcost.xls.

Task Direct Costs table (third worksheet tab):

Offerors will enter dollar amounts for proposed expenditures in various direct cost categories for each of the task groups. Except for Ongoing Maintenance/Support (task group 3.8) direct costs do not need to be itemized by calendar year.

Please observe the following notes:

1. **Only cells shaded in green may be modified by offerors.**
2. Direct cost categories are explained as follows:
 - Hardware Purchases (for items that will be owned by CACASA or counties)
 - Equipment Leases (where CACASA or individual counties are the leaseholders)
 - Equipment Service Agreements (on equipment owned or leased by CACASA or counties)
 - Commercial Software License Purchases (items that will be owned by CACASA or counties)
 - Commercial Software Maintenance Agreements (for software licenses CACASA or counties own)
 - Travel Costs (includes transportation, lodging, meal allowance)
 - Miscellaneous Office Expenses (includes office supplies, postage, utility costs that are specifically tied to this project)

Offerors must enter the total anticipated dollar amount for each direct cost category in the appropriate major task group row(s) on the table.

3. Totals and subtotals are automatically summed by formulas in the far right column and bottom row of the table.
4. Offerors may wish to further break down direct costs by subtasks, specific deliverables, or by county for the Implementation/Transition task. A custom or modified spreadsheet may be employed for offeror's own use to do so. However, major task group totals must still be rolled up and transcribed into the unaltered version of PesticideITcost.xls.
5. Offerors are strongly advised to use the spaces provided below the worksheet table or the separate cost proposal narrative (or both) to break down their lump sum estimates by:
 - Types of hardware/software items in each category,
 - Estimated per-unit cost,
 - Number of each item to be purchased,
 - For travel, a general breakdown of the estimated number and duration of trips, and assumptions about transportation, lodging, and per diem costs.
 - General itemized breakdown of miscellaneous office expenses.
 - Any other useful explanatory notes or statements of assumptions.
6. **Important:** Remember that the contract term ends on June 30, 2014 so only include direct costs for the first half of 2014 in task group 3.8.

Task Cost Summary table (fourth worksheet tab):

This table contains formulas to calculate total project cost (itemized by major task group) by adding all labor and direct costs in the two preceding tables. A summary table contains formulas to aggregate task groups with fixed cost pricing, the ongoing maintenance/support

task group (3.8) with time and materials not to exceed pricing, and (if applicable) the offeror's asking price for CACASA to purchase any existing proprietary software the offeror proposes to integrate with the PPUR system. These are added together to calculate the bottom line Project Grand Total cost (cell G22), which is the maximum compensation for both fixed price and time and materials priced elements to which the selected offeror shall be contractually bound.

The only editable cells on this table are F24 and G24 where offeror's wishing to sell full ownership and reuse rights for software already developed may enter the software's description and asking price. Any entries here must be further explained in the cost proposal narrative.

4.4 NON-COLLUSION AFFIDAVIT

A non-collusion affidavit is among the attachments to this RFP (Non-collusion Affidavit.pdf). All offerors must print this file, fill in the required information, apply the notarized signature of the company officer responsible for the price quoted in the proposal, and return both an original and a photocopy with the proposal as directed in Section 4.6 Packaging Instructions.

4.5 NON-PERFORMANCE OF WORK AFFIDAVIT

A non-performance of work affidavit is among the attachments to this RFP (Non-performance Affidavit.pdf). All offerors must print this file, fill in the required information, apply the notarized signature of the company officer responsible for the price quoted in the proposal, and return both an original and a photocopy with the proposal as directed in Section 4.6 Packaging Instructions.

4.6 PROPOSAL PACKAGING INSTRUCTIONS

Proposals **must** be assembled and delivered as a single package containing:

- One (1) original cover letter on corporate letterhead signed by an officer of the firm committing the firm to provide all services and deliverables as proposed in the technical and cost proposals,
- One (1) unbound and *signed* original of the technical proposal and both of the affidavits described in Sections 4.4 and 4.5,
- One (1) printed and bound copy of the cover letter, technical proposal, and affidavits,
- One (1) electronic copy of the cover letter and technical proposal in either Microsoft Word or Adobe PDF format on a CD labeled with the firm name and the words: "CACASA Pesticide IT Technical Proposal."
- One (1) original printout of the cost proposal spreadsheet tables and any associated narrative materials in a *sealed* envelope labeled with the firm name and the words "CACASA Pesticide IT Cost Proposal", and
- One (1) electronic copy of the cost proposal in Microsoft Excel format (use the PesticideITCost.xls file template supplied with this RFP) on a CD labeled with the firm name and the words "CACASA Pesticide IT Cost Proposal." Place the cost proposal CD in the same *sealed* envelope as the cost proposal printout. Supplementary cost proposal narrative material prepared in a word processing file must also be copied in either Microsoft Word or Adobe PDF format onto the same CD as the Excel template file.

Section 5 - EVALUATION CRITERIA AND PROCESS

5.0 EVALUATION COMMITTEE

Proposals will be evaluated by a committee consisting of:

- Agricultural Commissioners
- County Agriculture Department Staff
- CDPR Staff
- Contracted IT consultants

The committee will make an official recommendation to the CACASA Board of Directors and the Board will have final authority to accept or reject the recommendation.

5.1 EVALUATION CRITERIA AND WEIGHTING

The criteria categories and the relative weighting they will be given during the evaluation are as follows:

Quality of Technical Proposal:	35%
Qualifications and Background of offeror firm and assigned personnel:	30%
Information from references:	10%
Cost Proposal – overall cost:	25%

5.2 ANTICIPATED EVALUATION SCHEDULE

The proposal evaluation process is anticipated to follow this schedule:

1. Initial evaluation and ranking of Company Information and Technical Approach.
October 17 – 29, 2009
2. Refined evaluation and ranking after cost proposals are unsealed and offeror references consulted.
October 30 – November 13, 2009
3. Short list made (if necessary) and vendors notified of interview schedule.
November 17, 2009
4. Interviews with shortlisted firms.
December 2, 2009
5. Final recommendation to CACASA Board of Directors.
December 4, 2009
6. CACASA Board of Directors makes official selection.
Week of December 7, 2009 (During CACASA Winter Conference)

Section 6 - PROFESSIONAL SERVICES AGREEMENT

By submitting an offer in response to this RFP, an offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the *Professional Services Agreement* below. Offerors taking exception to any terms in this RFP or the *Professional Services Agreement* shall clearly identify them in a technical proposal section labeled "Exceptions to Contract Terms". The acceptance or rejection of a proposal that takes exception to these terms is under the sole discretion of CACASA.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the California Agricultural Commissioners and Sealers Association (hereinafter referred to as "CACASA") with offices at 142 Garden Highway, Yuba City, CA 95991 and _____ a corporation incorporated under the laws of the state of _____, United States of America (hereinafter referred to as the Contractor) with its corporate office located at _____.

WITNESSETH

WHEREAS, CACASA desires to retain the Contractor for the purpose of acquiring professional services in accordance with the requirements, specifications, deliverables, schedule, and budget set forth in:

Attachment A: Notice and Request for Proposals Enterprise Technology System to Support Pesticide Permitting and Use Reporting Deployed for all California Counties, RFP #10, issued August 26, 2009.

Attachment B: The cover letter, technical scope of services and deliverables, project schedule, cost proposal, and signed affidavits submitted as a proposal by the Contractor and accepted by CACASA.

WHEREAS, the Contractor desires to provide such services in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

GENERAL DEFINITIONS

1. **Amendment:** a written modification to any of the legal documents defining the Project Scope (see PROJECT DEFINITION Section) signed and dated by both parties.
2. **Applicable Law:** means all applicable present and future, federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative

agency or governmental body, including the Sutter County, the State of California, and the United States of America.

3. **CDPR or DPR:** the California Department of Pesticide Regulation
4. **Contract or Contract Documents:** embodies all of the legal documents defining the Project Scope (see PROJECT DEFINITION Section).
5. **Deliverables:** Means the collective tangible items of work that Contractor is required to furnish as part of its performance as stated in the Contract documents including, without limitation, all software, documentation, designs, reports, documents, and materials that are required under the Contract.
6. **Event of Insolvency:** means (a) the filing of a voluntary petition by Contractor under the Federal Bankruptcy Code or any similar state or federal law; or (b) the filing of an involuntary petition against Contractor under the Federal Bankruptcy Code or any similar state or federal law which has not been dismissed for a period of forty-five (45) days; or (c) Contractor's making of an assignment for the benefit of creditors; or (d) the appointment of a receiver for the Contractor or for the property or assets owned by the Contractor, if such appointment is not vacated within forty-five (45) days thereafter; or (e) any other proceeding under any bankruptcy or insolvency or liquidation law, voluntary or otherwise.
7. **Member County:** the County, elected officials, and employees of any county that is a member of, and represented by, CACASA. Member counties of CACASA will be implementing the system developed by the Contractor.
8. **Scope of Services.** "Scope of Services" means the Attachments to this Agreement which set(s) forth the services to be rendered and deliverables to be provided under the Contract, the time frames within which the services are to be rendered and the deliverables are to be provided and other requirements the Contractor must satisfy in completing the Project.

PROJECT DEFINITION

The following documents define the project scope and Contract between CACASA and the Contractor and are incorporated as legal documents into this Agreement:

1. Notice and Request for Proposals Enterprise Technology System to Support Pesticide Permitting and Use Reporting Deployed for all California Counties, RFP #10, issued August 26, 2009 (Attachment A).
2. The complete proposal package with original signatures submitted by the Contractor and accepted by CACASA committing the Contractor to this project, including cover letter, technical scope of services and deliverables, project schedule, cost proposal, and signed affidavits (Attachment B).
3. Professional Services Agreement (this document).

CACASA authorizes the Contractor to commence and perform the Project, pursuant to the terms, conditions, and specifications as set forth in the above documents and embodied within this Agreement which are made part hereof and incorporated herein by reference. Upon commencement of work, any discrepancies between this Agreement and the other two documents, the terms of this Agreement will prevail.

GENERAL RESPONSIBILITIES

1. The Contractor shall:
 - a. Make available to this Project the specific individuals named as part of the Contractor's statement of qualifications according to their stated roles and responsibilities for this Project. Any changes to the assigned individuals must be approved in writing by both parties to this Agreement.
 - b. Perform all services and produce the deliverables according to the budget and schedule set forth in the Attachments.
 - c. Coordinate all work activities under the direction and guidance of CACASA's designated Project Manager.
 - d. Honor all terms and conditions set forth in this Agreement
2. CACASA shall:
 - a. Schedule meetings, invite attendees, and reserve meeting facilities to conduct project management, document review, and meetings to demonstrate progress as required in support of the project.
 - b. Distribute copies of draft documents prepared by the Contractor for review and comment by project stakeholders. Collect, compile, and forward written comments on deliverables to the Contractor in a timely manner in order to meet project schedule requirements set forth in the Attachments.
 - c. Provide timely coordination of signed notices of acceptance required from Member Counties that have accepted the Contractor's system.
 - d. Coordinate with the Contractor's designated Project Manager for issues related to project management, payment, progress reporting, risk management, payment, and acceptance of deliverables.
 - e. Honor all terms and conditions set forth in this Agreement

COMPENSATION

1. The labor and direct cost budgets for each Project Phase are defined in the Attachments.
2. The Project Phases described in Sections 3.1 through 3.7, and Section 3.9 of the RFP Scope of Services pertain to system design, software development, testing, system installation/deployment, and associated project management activities. These portions of this project will be completed as a fixed cost Contract in the amount of: \$.00.
3. The Project Phase described in Section 3.8 of the RFP Scope of Services pertains to ongoing system maintenance and technical support services and associated project management activities. These portions of the project will be completed as a time and materials Contract with annual threshold amounts that are not to be exceeded as follows:

<u>Calendar Year</u>	<u>Maximum Annual Amount for Ongoing Maintenance/Support</u>
2011	\$ <u> .00.</u>
2012	\$ <u> .00.</u>
2013	\$ <u> .00.</u>
First half of 2014	\$ <u> .00.</u>

4. All parties acknowledge that escalation of labor rates have been factored into the labor budget so renegotiation of labor rates will not be permitted during the Term of this Agreement.

TERMS OF PAYMENT

1. Invoice Submittal: Invoices shall be submitted to the CACASA Project Manager whose signature is required to authorize payment and who will also obtain signature approval for payment from the CACASA President and California Department of Pesticide Regulation (CDPR).
2. Method of Payment: Payments for services will be made via electronic funds transfers to an account designated by the prime contractor.
3. Invoices Required: No payment will be made without an accompanying invoice and supporting documentation prepared by the contractor and approved by CACASA.
4. Milestone Invoicing: Milestone invoices in the amounts shown below will be submitted for fixed cost portions of the project (described in item #2 in the COMPENSATION Section above) in relation to the following agreed upon project milestones and dates for completion of the milestones:

Project Milestone	Scheduled Date	Amount
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00

Milestone invoices will indicate the project milestone being invoiced, and will subtotal amounts for labor and each of the direct cost categories associated with the milestone.

Milestone invoices seeking reimbursement of purchases of project assets including hardware, commercial software licenses, or hardware or software maintenance agreements shall include receipt of purchase and detailed documentation of each asset and date purchased on behalf of the project using project funds.

CACASA will issue payment once it has agreed that the milestone has been completed satisfactorily. If the milestone has not been completed to CACASA’s satisfaction, CACASA reserves the right to withhold total payment, or to make a partial payment,

until the milestone has been completed to CACASA's satisfaction at which point full payment on the invoice balance will be made.

5. Monthly Invoices for Technical Support, Maintenance, and System Updates: Upon successful implementation and migration of one or more Member Counties to the new system, the Contractor may initiate monthly invoices reflecting actual labor and direct costs associated with providing support services during the preceding month. Monthly invoices will reflect the labor and direct costs associated with providing technical support, trouble-shooting, performing routine maintenance, or applying software updates – as well as project management tasks (e.g. monthly progress reports, coordination with CACASA) associated with any of these activities.

Monthly support invoices will be submitted according to the following breakouts

- 1) Providing User Support,
- 2) Routine System Maintenance,
- 3) Bug Fixes/System Updates, and
- 4) Preparation of scopes of work, schedules, and cost estimates to create system enhancements that are requested in writing by CACASA.

Within each of these categories, invoice amounts will itemize cost of actual labor expended and actual direct costs incurred in support of that activity. Note: Bug Fixes that are reported by Member Counties during the Warranty Period cannot be invoiced (see WARRANTY AND REMEDY Section).

Monthly invoices seeking reimbursement of purchases of project assets including replacement hardware, or hardware or software maintenance agreements shall include receipt of purchase and detailed documentation of each asset and date purchased on behalf of the project using project funds.

System deployment within a Member County will not be considered complete until the County Agricultural Commissioner (CAC) for the County certifies in writing that the system is fully functional and in production use to manage permit data and process pesticide use reports. Written notices of certification shall be sent to the CACASA Project Manager.

6. Payment Terms for all invoices are payable within 30 days of receipt for all undisputed invoiced amounts.
7. Amounts in Dispute: CACASA will notify in writing any invoice amounts potentially in dispute within 10 working days of invoice receipt, and will work with the Contractor to resolve payment disputes in a manner that is timely and in accordance with CACASA's contract administration responsibilities.

TERM OF AGREEMENT

1. Initial Term: The initial term of this Agreement shall commence on the date of signing by both parties and terminate no later than June 30, 2014.
2. Additional Term: CACASA may, at its sole discretion, amend the Contract provisions for maintenance, support, updates, and upgrades to extend the services for an additional term of three years.

The same terms and conditions within this Agreement shall apply to the Additional Term, except for allowances to modify the compensation amount, terms of invoicing, incorporation of the new scope of services, budget, and project schedule, and renegotiation of bonding requirements.

CACASA shall give the Contractor thirty (30) days written notice of its intent to amend the Contract. There shall be no liability or penalty to CACASA for electing not to contract an Additional Term. The Additional Term shall be deemed to constitute a separate contract that is incorporated into this Agreement.

3. Surviving Terms of Agreement: The INTELLECTUAL RIGHTS AND OWNERSHIP and the INDEMNIFICATION sections within this Agreement shall survive the termination of this Agreement, regardless of cause, and shall continue to bind the Contractor and CACASA to honor and fulfill the obligations and responsibilities as defined within these sections in perpetuity or until both parties to this Agreement mutually agree to amend or terminate these Terms in writing by authorized officers of both organizations.
4. Commercial Software License Agreements: Commercial software license agreements purchased by the Contractor for this project on behalf of CACASA or Member Counties are acknowledged to have separate terms of agreement as executed between CACASA or Member Counties (the licensees) and the commercial software vendors (the licensors).
5. This Agreement may be terminated at any point according to the Termination of Agreement section.

CHANGED CONDITIONS

1. The Contractor has used professional judgment and best practices in establishing the scope of services for this project, given the information provided by CACASA or known to Contractor about the project's nature and risks and current laws, codes, regulations, standards and conditions in effect thirty (30) days prior to the date of this Agreement. Occurrences or discoveries that were not originally contemplated or known to the Contractor shall constitute changed conditions and shall require an equitable adjustment in scope, schedule and/or fee under this Agreement. If the Contractor identifies a need to adjust the terms of the Contract based on changed conditions, the Contractor shall identify the nature of changed conditions and CACASA shall promptly and in good faith enter into renegotiations of this Agreement, but only if CACASA concurs that changed conditions warrant such a modification to the Agreement.
2. The project is funded and legally contracted by CACASA. In the event that available sources of funding are insufficient to complete the project, CACASA may choose to either renegotiate the statement of work, schedule, and/or budget or exercise its right to terminate this Agreement (see TERMINATION OF AGREEMENT Section).

TERMINATION OF AGREEMENT

1. If the Contractor fails to abide by the terms of this Agreement, or fails to fulfill its contracted duties to CACASA's satisfaction with regard to quality, timeliness, or professionalism of services and deliverables, then CACASA shall have the right to terminate this Agreement effective immediately upon CACASA giving written notice

thereof to the Contractor (see also the EVENT OF DEFAULT, NOTICE, AND REMEDY Section).

2. Either party may terminate this Agreement upon 30 days written notice. CACASA shall pay Contractor for all work already completed to CACASA's satisfaction as of the date of notice.
3. In the event of early termination, the Contractor shall be compensated for services performed and expenses incurred up to the date of termination, plus reasonable actual costs incurred by the Contractor to close the project and submit all project related documents and assets to CACASA.

CONTRACTOR STATUS

1. The Contractor, during the entire term of this Agreement, is understood to be an independent contractor and nothing within this Agreement shall be construed to create an employer-employee relationship or a joint venture relationship between CACASA and the Contractor.
2. The Contractor shall be solely responsible for timely payment of subcontractor and supplier invoices submitted to the Contractor in fulfillment of this Contract. Timely payment is defined as within 15 calendar days of receipt of payment from CACASA.
3. The Contractor shall be solely responsible for payment of all payroll taxes, income taxes, or any other applicable taxes or fees due to the State of California, any other States in which the Contractor conducts business operations or bases employees directly involved in this project's contracted services, political subdivisions thereof, or the Federal Government as a result of this Contract.

SUCCESSORS AND ASSIGNS

1. Inasmuch as this Agreement is intended to secure the specialized services of the Contractor, the Contractor may not assign, transfer, delegate or sublet any interest or contractual obligations designated by this Agreement without the prior written consent of CACASA.
2. Nothing in this Agreement shall be construed as granting any third party the right to compensation or any other privilege or right implied or guaranteed by this Agreement.

WARRANTY AND REMEDY

1. The Contractor warrants that it shall exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. System components developed by the Contractor will be warranted for ninety (90) calendar days from date of the installation and written acceptance by each Member County.
2. If, during the ninety (90) calendar day warranty period, a Member County discovers data errors or software bugs in the installed system component(s), the county will document the error or bug and communicate the problem to the Contractor who will make a good faith effort to remedy the error or bug at no additional charge to CACASA. All software bug reports and error conditions reported by the Member County during the 90 day period shall be remedied at the expense of the Contractor, and no project funds may be used for said remedies/fixes.

3. Software bugs are defined as reproducible events that result in software termination, suspended or hung processing, incorrect processing results, or incorrect output. Data errors are defined as instances where the converted/migrated data do not reflect the specified outcome that was defined and documented within the Contractor's data migration plan.
4. Exclusions to this warranty include:
 - a. Misunderstanding or ignorance by users regarding the system's design objectives, capabilities, or design limits, where user expectations do not conform to the system requirements and design specifications that were approved by CACASA.
 - b. Software errors caused by Member County modifications to the system environment on which the software is dependent. Examples include county upgrades to the operating system, network modifications, or upgrades to component commercial software versions.
 - c. Software errors caused by the corrupt, inconsistent, or nonstandard data that were undisclosed by the Member County and unknown to the Contractor prior to the implementation and migration.
 - d. Existing data errors originating from the source data, manuscripts, or documents provided to the Contractor that are propagated into a database or system as part of data conversion or migration.
 - e. If, through investigation, the Contractor and CACASA determine any of the above exceptions to the warranty apply, the Contractor will be permitted to submit an invoice for the reimbursement of time spent investigating the issue.

INTELLECTUAL RIGHTS AND OWNERSHIP

This section shall survive the TERM OF AGREEMENT.

CACASA and Member Counties shall retain complete intellectual property rights and exercise full rights of ownership and reuse for all custom project deliverables and the material goods produced or purchased exclusively with project funds. Such property may include but is not limited to:

1. Custom source code and compiled executable software code developed by the Contractor specifically for this project.
2. All custom electronic and printed software and system documentation, including system requirements, system designs, and technical manuals for the Pesticide Permitting and Use Reporting system.
3. Computer databases containing project related data.
4. All Member County data that is migrated or created in support of this project.
5. Purchased and installed commercial software licenses acquired on behalf of CACASA or Member Counties specifically for this project that are integral to the Contractor's developed solution.
6. Electronic media and printed manuals or other documentation shipped with commercial software products that were purchased exclusively for this project.

7. Paid maintenance agreements pertaining to hardware or integral commercial software acquired on behalf of CACASA or Member Counties specifically for this project.
8. Computer servers and other hardware purchased on behalf of CACASA or Member Counties specifically for this project and installed for development, testing, staging, or production purposes to implement the Contractor's developed solution.
9. Other project related products of a consulting or project management nature including but not limited to designs, plans, or technology assessment reports prepared in support of this project.

The Contractor acknowledges that this is a work for hire project. Accordingly, the Contractor agrees to relinquish all intellectual property rights, rights of ownership, and rights of reuse for all custom project deliverables and material goods produced or purchased exclusively with project funds, and shall treat all such items as confidential and proprietary information in order to protect CACASA's and Member Counties' intellectual property rights and rights of ownership. Furthermore, the Contractor agrees to the following responsibilities to ensure the preservation of CACASA's and Member Counties' intellectual and property ownership rights and safeguard the proprietary information and assets owned by CACASA:

- A. Contractor will maintain an accurate, complete, and up to date inventory itemizing all CACASA and Member County property produced or purchased by the Contractor with funds from this project. Property listings in the summary will include a description of each property item, any unique identification codes (i.e. model and/or serial numbers), and the property's physical location (when appropriate). The property inventory is a required element in the project management scope of services, and the Contractor will transmit this inventory summary to CACASA immediately upon request.
- B. Whenever the Contractor issues an invoice for reimbursement of hardware, commercial software licenses, and/or hardware or software maintenance agreements, the invoice shall include the amount paid for each asset, the date of purchase, and a full description of the asset (see TERMS OF PAYMENT Section).
- C. Upon written request from CACASA the Contractor will, within a period of five (5) working days, transmit to CACASA any requested electronic files and data containing CACASA owned intellectual property that is under the Contractor's physical control. Electronic files and data that are so transmitted must be in a format that is editable, fully useable, and not encrypted.
- D. If the Contract is terminated at any time for any reason, or if it is allowed to expire without being renewed according to the TERM OF AGREEMENT, the Contractor will, prior to the termination deadline, relinquish to CACASA all CACASA owned intellectual property and material goods under the Contractor's physical control. If requested in writing by CACASA, the Contractor is also required to destroy or otherwise remove from its control and premises all electronic and printed copies of CACASA intellectual property.
- E. The Contractor will use project funds to purchase (as a direct expense) the computer hardware and commercial software licenses that are installed in Contractor facilities and used by the Contractor's employees to fulfill the scope of services for this project *exclusively*. These assets are understood to be the property of CACASA and all such assets must be relinquished upon termination or expiration of the Contract. Furthermore,

the Contractor agrees not to use the computer hardware and software for any other project or purpose other than to fulfill the terms of this Contract.

- F. Contractor may not attempt to market, resell, reuse, transfer, or dispose of CACASA owned intellectual property, material goods, and data without written authorization by CACASA. The Contractor acknowledges the intellectual property, material goods, and data as confidential information and will not share, transfer, or disclose these assets to any third party without written authorization by CACASA.
- G. If a Contractor has already developed custom software components that will be reused for this project, the Contractor agrees to convey complete intellectual property ownership and reuse rights for the pre-existing software components to CACASA. Intellectual and property ownership provisions within this Agreement shall supersede any previous agreements between the Contractor and CACASA or Member Counties. Financial compensation for such pre-existing intellectual property, if requested and specified in the Contractors proposal, shall be negotiated and settled to the mutual satisfaction of the Contractor and CACASA prior to this Agreement being signed by both parties.
- H. The provisions in paragraph G above do not apply to commercial software the Contractor is actively marketing as a licensed product or as a subscription service, as long as the proprietary software was not developed with funding from CACASA or Member Counties and detailed specifications are available for integrating commercial proprietary software components with the customized software components to be developed during this project.

INSURANCE REQUIREMENTS

The Contractor shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the work, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business on a direct basis in the State where the Contractor's primary office is located. All insurance required herein, except the Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims made" basis. In no event shall work be performed until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior written notice to be given to CACASA in the event coverage is materially changed, canceled, or not renewed. CACASA, its officers, employees, agents, and Member Counties shall be named as additional insured parties on the General Liability Insurance policy.

An endorsement is required stating that the coverage afforded CACASA and its officers, employees, agents, and Member Counties as additional insured parties will be primary to any other coverage available to them and that no act or omission on the part of CACASA shall invalidate the coverage.

- 1. Worker's Compensation and Employer's Liability
 - a. Worker's Compensation: Statutory limits
 - b. Employer's Liability:
 - i. Bodily Injury by Accident - \$100,000 each Accident;
 - ii. Bodily Injury by Disease - \$100,000 Each Employee;
 - iii. Bodily Injury by Disease - \$500,000 Policy Limit.
- 2. General Liability Insurance

- a. Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations.
 - b. Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insured parties; cross liability; and broad form property damage (including completed operations).
3. Automobile Liability
- a. Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
 - b. Coverage: Owned, non-owned and hired vehicles.
4. Professional Liability Insurance
- a. Limit of liability: \$1,000,000 with a deductible not to exceed \$100,000.
 - b. Coverage: Errors and omissions including liability assumed under Contract.
 - c. Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the work required under this Contract shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after completion of the work.

Certificates of insurance evidencing the required coverages must specifically reference this CACASA Contract for which they are being submitted. The original certificates of insurance must be submitted to CACASA’s Project Manager at the address set forth in this Agreement. Both submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each renewal term. The ten (10) day requirement for advance documentation of coverage may be waived in such situations where such waiver will benefit CACASA, but under no circumstances shall the Contractor actually begin work (or continue work, in the case of renewal) without providing the required evidence of insurance.

The actual endorsement adding CACASA and Member Counties as additional insured must specifically reference this CACASA Contract and be submitted to CACASA’s Project Manager. CACASA reserves the right to require the Contractor to furnish certified copies of the original policies of all insurance required under the Contract at any time upon ten (10) days written notice to the Contractor.

The Contractor shall require that any subcontractors that are utilized during the Contract term must obtain and maintain similar levels of insurance and shall provide CACASA with the same documentation as is required of the Contractor.

BONDING REQUIREMENT

1. Upon the execution of the Contract, the Contractor shall, at its sole cost and expense, provide CACASA with a performance bond in the amount of fifty percent (50%) of the total Contract amount as security for the faithful performance of, and compliance with,

all the terms and conditions of the Contract. The performance bond shall be with a surety acceptable to CACASA and shall name CACASA as the obligee thereon.

2. The performance bond shall be for the duration of the Initial Term. Performance bonding requirements for the Additional Term will be negotiated only if CACASA elects to extend the Contract for an Additional Term.

EVENT OF DEFAULT, NOTICE, AND REMEDY

1. Any of the following shall be considered an Event of Default under this Contract:
 - a. Failure by Contractor to comply with any provision of the Contract.
 - b. Occurrence of an Event of Insolvency with respect to the Contractor.
 - c. Falseness or inaccuracy of any warranty or representation by the Contractor contained in the Contract, signed affidavits, or in any other document submitted to CACASA by the Contractor.
 - d. Misappropriation by the Contractor of any funds provided under this Contract or failure by the Contractor to notify CACASA upon discovery of any misappropriation.
 - e. A violation of law which results in a guilty plea, a plea of *nolo contendere*, or conviction of a criminal offense by the Contractor, its directors, employees, or agents that:
 - i. directly or indirectly relates to the Contract or the Services or Deliverables provided, whether or not such offense is ultimately adjudged to have occurred or
 - ii. adversely affects the performance of the Contract.
 - f. Indictment of or issuance of charges against the Contractor, its directors, employees or agents for any criminal offense or any other violation of law directly relating to the Contract or Scope of Services or which adversely affects the performance of the Contract in accordance with its terms whether or not such offense or violation is ultimately adjudged to have occurred.
2. CACASA will not exercise any right or remedy provided for within this Agreement because of any Event of Default unless CACASA has first given written notice of the Event of Default to the Contractor, and the Contractor, within a period of ten (10) days thereafter, has failed to correct the Event of Default. However, no such notice by CACASA shall be required nor shall CACASA permit any period for remedy if:
 - a. The Contractor has temporarily or permanently ceased to provide the Scope of Services;
 - b. The Event of Default creates an emergency which, in CACASA's sole discretion, requires immediate exercise of CACASA's rights or remedies;
 - c. CACASA has previously notified the Contractor in the preceding twelve month period of any Event of Default under the Contract;
 - d. An Event of Default occurs as described in 1(d) or 1(e) of this Section; or
 - e. The Contractor has failed to obtain or maintain the insurance or any bond required under the Contract.

3. In the event the Contractor has committed or permitted an Event of Default and has been notified thereof, then CACASA may, but is not obligated to, without further notice to or demand on the Contractor and without waiving or releasing the Contractor from any of its obligations under the Contract:
 - a. perform (or cause a third party to perform) the Scope of Services stated within the Contract, in whole or in part, including, without limitation, obtaining or paying for any required insurance or performing other acts capable of performance by CACASA;
 - i. The Contractor shall be liable to CACASA for all sums paid by CACASA and all expenses incurred by CACASA or the third party.
 - ii. The Contractor shall pay the highest legal interest rate permitted by the State of California thereon from the date of CACASA's incurring of such costs.
 - iii. CACASA shall not in any event be liable for inconvenience, expense or other damages incurred by the Contractor by reason of such performance or paying such costs or expenses and the obligations of the Contractor under the Contract shall not be altered or affected in any manner by CACASA's exercise of its rights under this Section.
 - b. withhold, or offset against, any funds payable to the Contractor for use in remedy;
 - c. collect, foreclose or realize upon any bond, collateral, security or insurance provided by or on behalf of the Contractor; or
 - d. exercise any other right it has or may have at law, in equity, or under the Contract.
4. In the event the Contractor has committed or permitted an Event of Default and has been notified thereof, then CACASA may, but is not obligated to, without waiving or releasing the Contractor from any of its obligations under the Contract, terminate the Contract in whole or in part, as set forth in the TERMINATION OF AGREEMENT clause of this Agreement. In the event of partial termination, the Contractor shall continue the performance of contractual obligations to the extent not terminated. If the Contract is terminated, CACASA shall issue a written Termination Notice which shall set forth the effective date of the termination.
5. The Scope of Services purchased from the Contractor are unique and not readily available. Accordingly, the Contractor acknowledges that, in addition to all other remedies to which CACASA is entitled, CACASA shall have the right, to the fullest extent permitted under law, to enforce the terms of the Contract without limitation, by a decree of specific performance or by injunction restraining a violation, or attempted or threatened violation, of any provision of the Contract.

INDEMNIFICATION

This Section shall survive the TERM OF AGREEMENT.

1. The Contractor shall indemnify, defend and hold harmless CACASA, its officers, employees, agents, and Member Counties from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by the Contractor's act or omission or negligence or fault, or the act or omission or negligence

or fault of Contractor's employees or agents, Subcontractor's employee or agents, or suppliers in connection with this Contract, including, but not limited to, litigation arising from any of the following causes: loss of life, bodily injury, or personal injury; damage to property; contamination or adverse effects on the environment; infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret); disputes over intellectual rights, ownership rights or rights of reuse; use of unlicensed commercial software; failure to pay such Subcontractors and suppliers; breach of this Contract.

2. The Contractor shall fully defend CACASA and Member Counties for said causes of litigation, and shall assume sole responsibility for all costs, counsel fees, expenses, awards, or judgments associated with such litigation.
3. **Notice of Claims:** If the Contractor receives a written notice of a legal claim against it in connection with the services rendered or deliverables provided under this Contract, the Contractor shall submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, within ten (10) business days of receipt of notice of the claim, to CACASA's Project Manager.

ENTIRE AGREEMENT

This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties to this Agreement. Contractor specifically acknowledges that in entering into and executing this Agreement, the Contractor relies solely upon the provisions contained in this Agreement and no others.

SEPARABILITY AND REFORMATION

Any provision of this Agreement held to be void or unenforceable under any law or order of court shall be deemed stricken, and all the remaining provisions shall continue to be valid and binding upon CACASA and the Contractor. In addition, the parties agree that this agreement shall be reformed to replace such stricken provision(s) or part(s) thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the United States of America and the substantive and procedural laws of the State of California, and shall be deemed to be executed in Sutter County, California. All parties agree that any legal action or proceeding related to this Agreement shall be instituted in the appropriate court of law in Sutter County, California.

FORCE MAJEURE

CACASA and the Contractor agree that there shall be no liability on the part of either party for any failure or delay in the performance of any obligations hereunder resulting from any cause beyond their reasonable control, including but not limited to: acts of God; acts or omissions of civil or military authority; acts or omissions of suppliers; fires; floods; earthquakes; epidemics; quarantine restrictions; severe weather; strikes; embargoes; wars; political strife; riots; delays in

transportation; compliance with any regulations or directives of any national, state, local, or municipal governments or department thereof; fuel, power, materials or labor shortages.

NOTICES

1. Any notice required to be given pursuant to the terms and provisions of this Agreement or proposed amendments to this Agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to CACASA:

If to Contractor:

2. Notice shall be deemed to be effective per the date shown on the U.S. Postal Service postmark.

ACCEPTANCE OF AGREEMENT

IN WITNESS WHEREOF, CACASA and Contractor have executed this Agreement on the day and year set forth below.

On Behalf of: _____

On Behalf of: CACASA

Date: _____ (mm/dd/yyyy)

Date: _____ (mm/dd/yyyy)

Name, Title

Name, CACASA President

Federal Identification Number

Attachments to Agreement:

Attachment A: Notice and Request for Proposals Enterprise Technology System to Support Pesticide Permitting and Use Reporting Deployed for all California Counties, RFP #10, issued August 26, 2009.

Attachment B: The cover letter, technical scope of services and deliverables, project schedule, cost proposal, and signed affidavits submitted as a proposal by the Contractor and accepted by CACASA.