

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

2023-4211

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Tax and Fee Administration

CONTRACTOR NAME

Ignyte GroupCA

2. The term of this Agreement is:

START DATE

May 10, 2024, or approval by the State, whichever is later.

THROUGH END DATE

February 9, 2025

3. The maximum amount of this Agreement is:

\$1.00 (One dollar and no cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Statement of Work	21
Exhibit B	Contractor's Innovation Concept Paper	10
	*General Provisions - Cloud Computing-Software as a Service (SaaS) effective 06/21/2022	
	*Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/2018	
	*Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS) effective 05/11/2016	
	Request for Innovative Ideas (RFI2) # 29440 in its entirety, which can be viewed at https://caleprocure.ca.gov/event/77601/0000029440 .	

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Ignyte GroupCA

CONTRACTOR BUSINESS ADDRESS

1990 K Street NW, Suite 5R

CITY

Washington

STATE

DC

ZIP

20006

PRINTED NAME OF PERSON SIGNING


Jason Stanis

TITLE

Chief Technology Officer

CONTRACTOR AUTHORIZED SIGNATURE

Jason Stanis

 Digitally signed by Jason Stanis
Date: 2024.05.06 18:04:34 -04'00'

DATE SIGNED

05/06/2024

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

2023-4211

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Tax and Fee Administration

CONTRACTING AGENCY ADDRESS

651 Bannan Street, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Po Tin Leung

TITLE

Contracts Manager, AMS

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Po Tin Leung

Digitally signed by Po Tin Leung
Date: 2024.05.06 16:18:51 -07'00'

DATE SIGNED

05/06/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

Carol Bangs

Digitally signed by Carol Bangs
Date: 2024.05.07 13:12:33 -07'00'

EXEMPTION (If Applicable)

TABLE OF CONTENTS

EXHIBIT A STATEMENT OF WORK	2
1. INTRODUCTION.....	2
2. SCOPE OF THE PROOF OF CONCEPT	3
3. TERM/PERIOD OF PERFORMANCE.....	4
4. AGREEMENT TERMS AND CONDITIONS	4
5. REPRESENTATIVES.....	5
6. STATE'S ROLES AND RESPONSIBILITIES.....	5
7. CONTRACTOR'S ROLES AND RESPONSIBILITIES	6
8. SOLUTION REQUIREMENTS.....	9
9. SITE LOCATION(S).....	9
10. PROOF OF CONCEPT IMPLEMENTATION APPROACH	10
11. CONTRACTOR DELIVERABLES AND MILESTONES	12
12. ACCEPTANCE CRITERIA	18
13. DELIVERABLE ACCEPTANCE/REJECTION PROCESS	18
14. DATA HANDLING AND OWNERSHIP.....	19
15. PROBLEM ESCALATION.....	21
16. PAYMENT PROVISIONS AND BUDGET DETAIL	21
17. AMENDMENT.....	21

EXHIBIT A

STATEMENT OF WORK

1. INTRODUCTION

This Statement of Work (SOW) reflects the Proof of Concept (POC) solution to be developed by Ignyte GroupCA (hereinafter referred to as the "Contractor") for the California Department of Tax and Fee Administration (hereinafter referred to as "CDTFA" or the "State").

A. Background

In furtherance of Executive Order N-12-23, the State is considering procurement and enterprise use opportunities where Generative Artificial Intelligence ("GenAI") can improve the efficiency, effectiveness, accessibility, and equity of government operations.

The Department of General Services (DGS), on behalf of the CDTFA issued Request for Innovative Ideas #29440 (hereinafter referred to as "RFI²") to solicit innovative GenAI Solutions to address the State's Call Center Team Productivity. The RFI² is incorporated herein by this reference.

The RFI² solicited Innovative Concept Papers (ICPs) to address the following Problem Statement included in the RFI²:

CDTFA tax and fee program information is complex and contained in numerous knowledge articles, publications, law guides, and manuals spread across various webpages and reference guides. To respond to taxpayer inquiries, CSC call center agents spend much time researching relevant information or requesting assistance from more experienced agents, increasing the risk of providing inaccurate information as well as increased wait times, abandoned calls, and delays in essential taxpayer services.

Inaccurate information or delays in assistance adversely impact our taxpayers trying to comply voluntarily with their tax and fee obligations and can delay or diminish revenue for the State. To meet operational needs and the needs of our taxpayers attempting to file, pay and register for CDTFA programs, it is imperative that CSC maintains efficient operations.

ICPs were submitted on February 5, 2024, and the Contractor was selected to advance to the POC phase to demonstrate their solution to the State. The Contractor's ICP is incorporated herein by this reference.

B. Objectives

The GenAI solution must integrate with Amazon Web Services (AWS) Amazon Connect. The AWS Connect instance must simulate integration to the system that was implemented by CDTFA on March 4, 2024. The GenAI solution must easily integrate with AWS products including Amazon Connect, Amazon Connect Contact Lens, Microsoft Outlook, and be scalable to support enterprise-level operations.

It is important that CDTFA leverages GenAI to enhance taxpayer services by improving the accuracy of information, wait times, and both the customer and team member experiences. This change should demonstrate a decrease in call lengths, wait times, and abandoned calls, particularly during peak filing periods when call volumes surge beyond service capabilities.

2. SCOPE OF THE PROOF OF CONCEPT

The POC will serve to demonstrate to the CDTFA the Contractor's ability to present their innovative ideas, as described in the ICP, and prove the achievability of the outcomes stated within. During this time, the Contractor must successfully complete and provide the Deliverables and Milestones outlined in Section 11 – Contractor Deliverables and Milestones.

Furthermore, the POC will allow the CDTFA to validate that the Contractor's ideas, solutions, and approaches (collectively the Contractor's solution) described in the ICPs can:

- address the Problem Statement, in whole or in part;
- demonstrate value to California;
- achieve the stated time to benefits realization;
- integrate with the necessary external processes and/or systems;
- be based on a realistic and practical methodology for implementation; and
- appropriately address the relevant key implementation success factors.

Completion of the POC Deliverables and Milestones by the Contractor and achievement of the Acceptance Criteria identified in Section 12 – Acceptance Criteria will be a factor for determining whether the Contractor will be selected to advance to "Phase 2 Part B – Proposals" of RFI² #29440 for statewide implementation.

3. TERM/PERIOD OF PERFORMANCE

The term of this Agreement is May 10, 2024, or upon approval by the State, whichever is later, to February 9, 2025. The State, at its sole discretion, may exercise its option to execute an Agreement extension, in accordance with Section 17 – Amendment, for up to three (3) months to perform POC activities for a maximum Agreement term of twelve (12) months. POC solution testing within the California Department of Technology (CDT) managed cloud environment will not exceed six (6) months.

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

The State may terminate this Agreement at any time with written notice to the Contractor. This provision shall not relieve the Contractor of the obligation to provide a Final Report and Final Report Presentation, as outlined in Section 11 – Contractor Deliverables and Milestones, within thirty (30) days of notice of termination for all POC activities completed up through termination.

Upon termination or other expiration of this Agreement, each party will assist the other party in orderly termination of the Agreement and the transfer of all assets, tangible, and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

4. AGREEMENT TERMS AND CONDITIONS

The Agreement incorporates the RFI², the Contractor's ICP, and the following State terms:

- A. [General Provisions – Information Technology - Cloud Computing - Software as a Service \(SaaS\) effective 6/21/22](#)
- B. [Cloud Computing Services Special Provisions for Software as a Service \(SaaS\) effective 3/15/18](#)
- C. [Cloud Computing Special Provisions for Infrastructure as a Service \(IaaS\) & Platform as a Service \(PaaS\) effective 05/11/16](#)

The General Provisions – Information Technology – Cloud Computing – Software as a Service (SaaS), Section 11 (Order of Precedence) and the terms of this Statement of Work (SOW) shall take precedence over the ICP and Deliverable documents.

5. REPRESENTATIVES

All notices required by or relating to this Agreement shall be in writing and shall be sent to the representatives of the Agreement at the address set below. Changes to representatives can be made by written notice without amending this Agreement.

The representatives during the term of this Agreement will be:

State:	California Department of Tax and Fee Administration
Name:	Jack Ell
Phone:	(916) 309-1975
Email:	Jack.Ell@cdtfa.ca.gov

State:	California Department of Tax and Fee Administration
Name:	Robert King
Phone:	(916) 309-1974
Email:	Robert.King@cdtfa.ca.gov

Contractor:	Ignyte GroupCA
Name:	Shirin Mostafavian
Phone:	(301) 529-1546
Email:	shirin@igytegroup.com

6. STATE'S ROLES AND RESPONSIBILITIES

The State shall:

- A. Designate a person to whom all communication may be addressed.
- B. Facilitate access to CDT managed cloud environment.
- C. Provide access to department staff and information, as determined by the State, to support the Contractor's completion of the Deliverables defined in this Agreement, including the identification of system specifications, configurations, and calibrations.
- D. Review Contractor Deliverables and provide timely feedback or approval in order for the Contractor to perform its obligations under the Agreement. It shall be the State's sole determination as to whether a Deliverable has been successfully completed and is acceptable to the State.
- E. Provide support to the Contractor, as deemed appropriate by CDTFA, to obtain authorization for CDTFA data to support the performance of the POC.

- F. Provide technical reference documents, as deemed appropriate by CDTFA, to support the Contractor's deliverables.
- G. Provide problem statement data to be used during the POC, and a catalog of recommended data sources.
- H. Provide CDT's onboarding documentation process and forms.
- I. Invite the Contractor to meetings when appropriate, as determined solely by the CDTFA.
- J. Ensure the Contractor submits proof of CDTFA data removed from all devices within seven (7) calendar days of completion of the POC evaluation.

7. CONTRACTOR'S ROLES AND RESPONSIBILITIES

The Contractor shall:

- A. Designate a person to whom all communication may be addressed, and who has the authority to act on all aspects of the services.
- B. Provide a solution that will support a parent/child administrative relationship that enables the CDT (parent) to programmatically apply compliance and regulatory requirements and standards.
- C. Complete CDT's onboarding documentation process, which includes an initial list of cloud services and role-based access controls (RBAC) required for the services within their solution.
- D. Monitor, report, and as necessary, block GenAI solution prompt inputs for sensitive/classified data and any other potentially harmful prompt methods.
- E. Monitor and report on GenAI solution responses for factual accuracy, coherence, and appropriateness and allow for periodic manual reviews.
- F. Provide their own equipment, operating system, software, and other tools necessary to perform the required tasks.
- G. Provide a pre-trained, GenAI solution.
- H. Ensure the GenAI solution and LLM integrate with CDT's managed cloud environment.
- I. Host all other non-GenAI solution systems within CDT's managed cloud environments.
- J. Adhere to CDT's Statewide Information Management Manual (SIMM) 140 Cloud Security Guide – <https://cdt.ca.gov/policy/simm/>.
- K. Conduct any required data pre-processing on State provided data for the purpose of tuning the GenAI solution including scanning the data for and, as appropriate, blocking sensitive/classified data, e.g., Personally

Identifiable Information (PII), Protected Health Information (PHI), Federal Tax Information (FTI), etc.

- L. Store all State Data as defined in Section 14 – Data Handling and Ownership, within CDT's managed cloud environments.
- M. Provide all necessary staffing resources to successfully complete the POC Deliverables and Milestones within the agreed upon schedule.
- N. Ensure that individuals assigned to this Agreement (employees and/or subcontractors) will exercise all necessary caution to avoid any injury to persons or any damage to property.
- O. Be responsible for the health and safety protection of its employees and/or subcontractors in the performance of this Agreement.
- P. Adhere to all the State and Federal policies, procedures, and guidelines, including access and security requirements, prior to commencing, and during performance of services described under this Agreement.
- Q. Perform services in a manner that will minimize disruption to the operational needs of the State and its partners.
- R. Provide training and user guides for up to 50 authorized users of the solution in a manner that minimally disrupts staff duties and operations.
- S. Obtain proper authorization and/or collaboration from other organizations providing supporting data for the solution. All data to be used under this Agreement must be reviewed and approved by CDTFA.
- T. Host the solution in an environment that meets all State requirements.
- U. Provide to the State access to all software and applications necessary to operate and utilize the solution during the POC. All software provided by the Contractor is only for use during the POC and a perpetual license is not being granted to the State.
- V. Support the installation of any necessary software on CDTFA and CDT assets to support use of the prototype during the POC, and uninstallation at the conclusion if determined that the solution will not be retained.
- W. Address and incorporate all feedback provided by the State during the POC phase within mutually agreed response times or provide rationale explaining why specific feedback cannot be implemented.
- X. Attempt to log-in to the CDT cloud environment within twenty-four (24) hours of the granted access.
- Y. Provide technical support, during State business days, Monday through Friday (7:30 AM – 5:00 PM Pacific Time) excluding State Holidays, in accordance with Section 4 (Data Location) of the Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS). During these hours, the Contractor shall be available to address any inquiries, issues, or requests for assistance related to the

delivered solution. State Holidays are defined by the California Department of Human Resources at:

<http://www.calhr.ca.gov/employees/Pages/state-holidays.aspx>.

- Z. Provide deployment and configuration of any services or systems necessary for the proposed solution in the CDT managed cloud environment. This will include the responsibility of setting up Amazon Connect and Service Now if necessary.
- AA. Design and develop the POC remotely at the Contractor's place of business for the designated effort during the designated POC development period.
- BB. On a weekly basis, present, operate, and demonstrate current system design and the implemented POC system to the State during weekly working sessions with the State.
- CC. Be completely responsible for maintaining the security for the POC developed system and any data provided by the State.
- DD. Ensure that all CDTFA data is secured within the POC environment.
- EE. Ensure that all CDTFA data is secured throughout the lifecycle of the POC, irrespective of where data resides.
- FF. Unless specifically stated otherwise in this SOW, be responsible for the successful development and deployment of a "functional, practical, feasible and workable" POC within the Contractor's environment.
- GG. Provide unequivocal and unlimited license to the State of all software necessary to operate and utilize the POC solution.
- HH. Provide all services related to the operation and maintenance of the solution's environment for the duration of the POC.
- II. Provide any and all maintenance and support necessary in maintaining the solution's environment for the duration of the POC.
- JJ. Provide any and all professional services necessary to successfully implement the solution's environment for the duration of the POC.
- KK. Ensure Contractor's personnel take the required CDTFA Disclosure and Information Security training prior to services commencing.
- LL. Attend meetings when requested by CDTFA.
- MM. Obtain State approval and provide estimated costing prior to adding any new services or components to the CDT managed cloud environment.

8. SOLUTION REQUIREMENTS

The Contractor's solution must:

- A. Adhere to CDT's SIMM 140 Cloud Security Guide (<https://cdt.ca.gov/policy/simm/>), State Administrative Manual (SAM), and SIMM requirements for the State of California.
- B. Strive to align with SIMM 25 A for accessibility of all user interfaces and solution output as applicable.
- C. Ensure the GenAI solution integrates with CDT's managed cloud environments.
- D. Utilize a pre-trained, fully functional GenAI solution.
- E. Retrieve, store, and analyze log data from all workloads.
- F. Provide performance analysis information of all potential workloads to determine resources and cost consumption.
- G. Implement a centralized monitoring service in the solution.
- H. Demonstrate that the solution has implemented network access controls to restrict unnecessary network traffic.
- I. Demonstrate the solution's ability to encrypt data at rest and in transit.
- J. Integrate with CDT's enterprise Security Information and Event Management (SIEM) solution and allow CDT the ability to monitor logs (per SIMM 140).
- K. Demonstrate the methodology to detect and report security vulnerabilities.
- L. Be scalable to accommodate additional data sets as they become available.
- M. Be user-friendly, intuitive, and accessible to an unlimited number of authorized users from a browser-based network connection to the hosted POC environment.
- N. Store all State Data as defined in Section 14 – Data Handling and Ownership in the CDT managed cloud environment.
- O. Demonstrate the functionality and services as described in the Contractor's ICP to meet the State's problem statement.

9. SITE LOCATION(S)

All work and activities for this POC will be conducted through remote virtual meetings and working sessions.

10. PROOF OF CONCEPT IMPLEMENTATION APPROACH

The following POC implementation approach shall be used for the GenAI Solution for Call Center Team Productivity. The Contractor will complete the following tasks:

Task 1 – Project Management (ongoing)

- Project schedule development and on-going tracking.
- On-going biweekly and ad hoc status meetings as requested.
- Deliverable review, revision, and acceptance.
- Provide Weekly Status Reports to summarize completed, ongoing, and upcoming tasks, performance metrics, and at-risk activities.

Task 2 – Kick-off Meeting (MIL-1)

- Attend an initial meeting to review the SOW, Milestones, and Deliverables with key personnel from Contractor, CDTFA and CDT.
- Review objectives, expectations, availability of data, project plan and status reporting requirements.
- CDTFA and CDT will review/provide instructions for Contractor to access the CDT managed cloud environment.

Task 3 – CDT Managed Cloud Environment – Setup & Configuration (DEL-1, DEL-2, MIL-2)

- Provide cloud computing environment parameters.
- **Complete CDT's onboarding documentation process.**
- **Provide Initial Architecture Technical Diagram** outlining the services and data flow.
- **Initial Access to the CDT Managed Cloud Environment.** Within 24 hours' notice from the State delivering the sandbox access information Contractor will need to validate access to the sandbox and notify state of success or fail via email. POC six-month engagement begins after notification of success.
- Configure the platform components and integrations, following best practices and standards for security, scalability, and performance.
- Leverage Terraform or AWS CloudFormation templates and AWS CDK to automate the deployment and configuration of the AWS services and implements continuous integration and delivery (CI/CD) pipelines using vetted tools such as GitHub, GitLab, and AWS CodeBuild.

Task 4 – POC Approach Document and Presentation (DEL-3, MIL-3)

- **Develop a POC Approach Document** to build upon the approach provided in the ICP and address Solution Requirements in Section 8.

- **Present the POC Approach Document** to CDTFa during a meeting.
- Demonstrate Contractor's trained Gen AI model and applications that are intended to be used in the POC.

Task 5 – POC Configuration and Implementation (DEL-4, MIL-4)

- **Setup, configure and activate the POC in the CDT and Innovator managed cloud environments.**
- Store State data into the CDT managed cloud environment.
- Install solution software into CDT managed cloud environment.
- Connect proprietary applications to CDT managed cloud environment.
- Configure the solution based on the requirements and guidelines provided.
- Test various use cases and scenarios to validate the solution's functionality, performance, and compatibility.
- Configure access controls, encryption, monitoring, and auditing as necessary.
- Deploy the platform to the POC environment and verify the functionality and performance.
- Train and support up to 50 authorized users of the platform and collect feedback and metrics to aid in configuration.
- Monitor and troubleshoot any issues or incidents that arise, using tools such as AWS CloudWatch and AWS X-Ray and ServiceNow monitoring tool.
- Track the following metrics for project performance and success.
Additional metrics may be requested during the design phase.
 - Number of Queries
 - Successful results
 - Repeat versus unique queries
 - Failed results
 - Query duration
 - Call and Chat duration
 - Document result accuracy
 - Call and Chat resolution success
 - Show improved response duration
- **Demonstrate the configured POC solution.**

Task 6 – Solution Testing (DEL-5)

- Develop Solution Test Management Plan with procedures to validate that the solution meets the requirements in Section 8.
- Conduct solution, unit, functional, and performance testing.
- Provide Test Report to the State.

Task 7 – User Trial Period (DEL-6)

- Provide training, access support and user guides for up to 50 authorized users of the solution.
- Enable authorized users to exercise the POC for fifteen (15) business days.
- Solicit and log input from users to document their user experience.

Task 8: Final Report and Presentation of Findings (DEL-7, MIL-5)

- Compile CDTFA feedback and findings and summarize test results.
- Compile Performance Metrics, test case metrics, defects found/resolved.
- **Develop Final Report documenting POC results and findings.**
- Prepare Final Technical Architecture Diagram.
- **Present Final Report to the State team.**

11. CONTRACTOR DELIVERABLES AND MILESTONES

The table below outlines the Deliverables and Milestones the Contractor will be required to deliver or meet over the timeframe allocated for the completion of the POC, or Agreement End Date, whichever comes first.

Failure of the Contractor to meet the due date of any Deliverable or Milestone may result in the rejection of the Deliverable or Milestone and termination of all subsequent activities, as determined by the State. The Contractor must immediately notify the State once it is known that a due date will not be met

ID	Milestone/ Deliverable Name	Description	Due Date
MIL-1	Kick-off Meeting	The Contractor must attend Kick-off meeting and participate in POC high-level planning with CDTFA and CDT.	Within thirty (30) business days after Agreement Execution
DEL-1	CDT Onboarding Documentation	The Contractor must complete CDT's onboarding documentation process, which includes an initial list of cloud services and role-based access controls (RBAC) required for the services within their solution.	Within five (5) business days of Kick-off Meeting
DEL-2	Initial Technical Architecture Diagram	The Contractor must provide a detailed diagram that outlines the services and data flow.	Within five (5) business days of Kick-off Meeting

ID	Milestone/ Deliverable Name	Description	Due Date
MIL-2	Initial Access to CDT Managed Cloud Environment	<p>The Contractor must access the CDT Managed Cloud Environment to begin setup, configuration, and activation of the POC solution in the CDT managed cloud environment and notify the State.</p> <p>Acceptance of Milestone 2 (MIL-2) will be provided with the verification of compliance with Deliverable DEL-1 (CDT Onboarding Documentation) and DEL-2 (Initial Technical Architecture Diagram).</p>	Within 24 hours of notice by the State
DEL-3	Proof of Concept Approach Document	<p>The Contractor must develop a Proof of Concept Approach Document that:</p> <ol style="list-style-type: none"> 1. Includes a schedule and work plan for competing the POC. 2. Specifically identifies all hardware, software, and information technology (IT) services that will be utilized for the POC. 3. Identifies the activities necessary for developing the prototype and how the State should expect to participate. 4. Details the expected outcomes that will be achieved after deployment of the prototype. 5. Describes the approach to deploying the prototype, including specific activities (e.g., user training), support/resource requirements, schedule, and change control processes; and 6. Describes the output and source data that would demonstrate achievement of the outcomes described so that the State may be able to validate. 7. Provides a summarized report that outlines the specific SIMM 140 security compliance components of the Contractor's solution. 8. Provides logs or log samples to be ingested into the CDT SIEM solution. 	Within ten (10) business days of Kick-off Meeting

ID	Milestone/ Deliverable Name	Description	Due Date
		<p>9. Describes approach to:</p> <ul style="list-style-type: none"> a. Business critical timelines b. Integrations c. Technical architectures and cloud services d. Technical requirements e. Role-based access (RBAC) f. Development Tools and Frameworks g. Test User location(s) h. User adoption goals i. User experience needs j. Regulatory compliance k. Security reviews l. Resiliency m. Operations n. Release and outage dates <p>The Proof of Concept Approach Document must align with the Contractor's proposed idea in its ICP, unless mutually agreed by the Contractor and the State in writing.</p>	
MIL-3	Approach Overview and Prototype Demonstration	<p>The Contractor must present to the State:</p> <ul style="list-style-type: none"> 1. an overview of the Proof of Concept Approach Document (DEL-3); and 2. an overview of the Initial Technical Architecture Diagram (DEL-2) 3. a demonstration of the Contractor's trained Gen AI model and applications that are intended to be used in the POC, including how they function and interact with the end user. <p>Acceptance of Milestone 3 (MIL-3) will be provided with the acceptance of Deliverable 3 (DEL-3).</p>	Within five (5) business days after DEL-3

ID	Milestone/ Deliverable Name	Description	Due Date
DEL-4	POC Configuration and Implementation	<p>The Contractor must setup, configure and activate the POC in the CDT managed cloud environment per the requirements of Task 4 – POC Configuration and Implementation.</p> <p>1. The State will provide written notice to the Contractor and indicate the specific time and duration for the prototype deployment. 2. The Contractor must provide written notice to the State once the prototype is operational and/or enhancements are made and provide demonstration. 3. The State may provide feedback and the Contractor must attempt to implement the feedback within the duration for prototype deployment.</p> <p>Acceptance of Deliverable 4 (DEL-4) will be provided with the verification of compliance with the requirements of Task 3 – CDT Managed Cloud Environment – Setup & Configuration and Task 5 - POC Configuration and Implementation, and will also be contingent upon the successful completion of Milestone 4 (MIL-4).</p>	Within thirty (30) business days after MIL-2 (unless otherwise agreed to by the State)
MIL-4	Demonstrate the POC Solution	<p>The Contractor must demonstrate the POC Solution to the State once the solution is operational.</p> <p>Acceptance of Milestone 4 (MIL-4) will be provided with the verification that the Contractor's POC solution substantially meets the Solution Requirements in Section 8 and acceptance of Deliverable 4 (DEL-4).</p>	Within forty-five (45) business days after MIL-2

ID	Milestone/ Deliverable Name	Description	Due Date
DEL-5	Solution Testing	<p>The Contractor must:</p> <ol style="list-style-type: none"> 1. Develop a Solution Test Management Plan 2. Conduct Solution Testing 3. Provide the State a Test Report <p>Acceptance of Deliverable 5 (DEL-5) will be provided with the verification that these deliverables meet the requirements of Task 6 – Solution Testing.</p>	Within ten (10) business days after MIL-4
DEL-6	User Trial Period	<p>The Contractor must enable authorized users to exercise the POC for 15 business days.</p> <p>Acceptance of Deliverable 6 (DEL-6) will be provided with the verification that these deliverables meet the requirements of Task 7 – User Trial Period.</p>	Within five (5) business days after acceptance of DEL-5
DEL-7	Final Report	<p>The Contractor must submit a Final Report that:</p> <ol style="list-style-type: none"> 1. Details the activities completed during the POC. 2. Details Performance Metrics, test case metrics, defects found/resolved and specifications including; <ol style="list-style-type: none"> a. key input data decisions. b. details, approach, and methodology for initial Model tuning, and any updates or changes necessary later in POC. c. specifications and input data transformations and configurations. d. POC system configurations, settings, customization necessary for implementation of and for support the proposed solution in ICP. 3. Summarizes the user experience during the User Trial Period (Task 7). 	Within fifteen (15) business days after User Trial Period Ends

ID	Milestone/ Deliverable Name	Description	Due Date
		<p>4. Details the actual outcomes achieved by the deployment of the prototype, including the identification and discussion of any variances from the expected outcomes described in the Proof of Concept Approach Document.</p> <p>5. Provides the output described in the Proof of Concept Approach Document.</p> <p>6. Includes a Final Technical Architecture Diagram that outlines the services and data flow of the entire implemented solution.</p> <p>7. Details lessons learned from the POC that would be implemented by the Contractor if selected to advance to the next phase of RFI² #29440.</p> <p>8. Delivers a copy of all data accumulated, collected, developed and/or generated over the course of the POC in a format determined by the State.</p> <p>Acceptance of Deliverable 7 (DEL-7) will also be contingent upon the successful completion of Milestone 5 (MIL-5).</p>	
MIL-5	Final Report Presentation	The Contractor must provide a presentation of the Final Report to the State.	Within five (5) business days after DEL-7

12. ACCEPTANCE CRITERIA

The Contractor must meet the following Acceptance Criteria to satisfactorily meet the obligations of this Agreement:

- A. All Deliverables and Milestones identified in this Agreement have been delivered by the Contractor and Accepted by the State.
- B. Contractor will demonstrate the solutions ability to encrypt data at rest and in transit.
- C. Deployment of functional pre-trained GenAI model.
- D. Solution will integrate with CDT's enterprise Security Information and Event Management (SIEM) solution and allow CDT the ability to monitor logs (per SIMM 140).
- E. Contractor must demonstrate the methodology to detect and report security vulnerabilities.
- F. Document result accuracy of at least 95 percent.
- G. Show improved response duration vs non GenAI assisted response.
- H. The prototype must meet the objectives of the POC stated in Section 2 - Scope of the Proof of Concept, Section 8 – Solution Requirements, Section 10 – Implementation Approach, and Section 13 – Deliverable Acceptance/Rejection Process.

13. DELIVERABLE ACCEPTANCE/REJECTION PROCESS

Deliverables provided under this agreement will adhere to the following guidelines:

- A. The Contractor will produce and provide to the State all Deliverables identified in Section 11 – Contractor Deliverables and Milestones in accordance with the specified requirements and due dates.
- B. It will be the State's sole determination as to whether Deliverables have been successfully completed and are accepted by the State. All Deliverables will be subject to the following review process:
 - 1) The State will aim to complete its review of a Deliverable within five (5) business days following submission by the Contractor. The State will notify the Contractor if additional time is needed for State review.
 - 2) If the State requires revisions to a Deliverable, the Contractor will receive written notice from the State.
 - 3) The Contractor will make all appropriate revisions to a Deliverable and resubmit to the State for review within five (5) business days of receiving notification from the State unless additional time is approved by the State in writing.

- 4) The State will review the Contractor's revised Deliverable within five (5) business days of its submission.
- 5) If a revised Deliverable does not obtain Acceptance by the State, the State may exercise its rights to terminate the Agreement as specified in Section 3 – Term/Period of Performance.
- 6) The State will provide Acceptance of a Deliverable by issuing a Deliverable Acceptance Document once the State has determined that all requirements have been met.

14. DATA HANDLING AND OWNERSHIP

The Contractor is obligated to ensure compliance with the following data Requirements.

A. Definitions of Data

- 1) Input Data – means all data that is not publicly available that is obtained or provided by the Contractor to generate the proposed solution.
- 2) State Data – means all data developed pursuant to this Agreement, for the purpose of the POC, including but not limited to any publicly available information and data processed as a result of this POC. Processing may include and not limited to addition of metadata, referential data, or computer processing efforts.

Output Data – means all data generated by the State, the Contractor and the solution under this Agreement.

Solution Input Data – specifically means any data input to the solution, e.g. prompts.

Solution Output Data – specifically means any data output from the solution, e.g. responses.

B. Data Collection and Storage

State Data and Output Data may be collected by the Contractor for the purpose of performance under this Agreement.

Output Data, including but not limited to Solution Input Data, Solution Output Data, log data, etc., shall be stored exclusively within CDT's managed cloud environments.

C. Data Handling

The Contractor shall encrypt Non-Public Data at rest, in use, and in transit with controlled access.

D. Data Ownership and Usage

- 1) The State shall have exclusive ownership of State Data and Output Data.
- 2) All State Data and Output Data shall remain separated from external data sources and shall not be used outside the POC.
- 3) State Data and Output Data may not be disclosed by the Contractor or used by any parties outside of this Agreement except as expressly permitted by the State in writing.

E. Data Transfer, Transition Period and Destruction

- 1) Unless otherwise stated in the SOW, for thirty (30) days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, Contractor shall assist the State in extracting and/or transitioning all State Data and Output Data in the format determined by the State ("Transition Period") in accordance with Section 8 – Data Preservation and Retrieval of the Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS).
- 2) The Transition Period may be modified in the SOW or as mutually agreed upon in writing by the parties.
- 3) During the Transition Period, data access shall continue to be made available to the State without alteration.
- 4) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the General Provisions - Information Technology Cloud Computing Software as a Service (SaaS) Section 20 (Limitation of Liability).
- 5) Unless otherwise agreed to in writing by both parties, within thirty (30) days after data transfer referred to in subsection E(1) above, the Contractor shall permanently destroy or render inaccessible any portion of the State Data and Output Data in Contractor's and/or subcontractor's possession or control. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State Data and Output Data.

15. PROBLEM ESCALATION

The parties acknowledge and agree that certain problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall be reported immediately and escalated as necessary through each level, beginning with the First Level. The State personnel include, but are not limited to, the following:

- First level: Robert King - Information Technology Supervisor II
Robert.King@cdtfa.ca.gov
(916) 309-1974
- Second level: Jack Ell – Information Technology Manager II
Jack.Ell@cdtfa.ca.gov
(916) 309-1975
- Third level: Scott Capulong – Chief Information Officer
Scott.Capulong@cdtfa.ca.gov
(916) 309-1771

16. PAYMENT PROVISIONS AND BUDGET DETAIL

The following payment provisions and budget detail apply to this Agreement:

- A. Payment for services performed under this Agreement shall not exceed \$1.00. It shall be the State's sole determination as to whether a service has been successfully completed and is acceptable.
- B. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- C. For services satisfactorily completed in accordance with the terms and conditions stated herein, the Contractor may invoice the State for the appropriate amount in accordance with the Agreement.
- D. Invoices shall be submitted in arrears, not more frequently than once a month, to Email: CDTFAINVOICES@CDTFA.CA.GOV.

17. AMENDMENT

This Agreement may be amended, consistent with the terms and conditions of the Agreement and by mutual consent of both parties, subject to approval by DGS. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding not incorporated in the Agreement is binding on any of the parties.