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Facsimile: (916) 227-0470

July 9, 2018

Brandon Combs
4212 N. Freeway Blvd., Suite 6
Sacramento, CA 95834

Re: Public Records Act Request received July 2, 2018

Dear Mr. Combs:

This letter is in response to your public records request in which you sought records pursuant to the Public Records Act ("PRA") as set forth in Government Code section 6250 et seq. Specifically, you requested the following information:

"Please provide me with a copy of the following information and records in existence as of the date of this request:

1. That show, or would allow me and the public to determine, the costs and contracts to establish and maintain the "Assault Weapon" registration system required under 30900(b).
2. That show, or would allow me and the public to determine, the amount of all fees collected from users of the "Assault Weapon" registration system required under 30900(b).
3. That show, or would allow me and the public to determine, the cost to review and make a determination on an "Assault Weapon" registration application under 30900(b).
4. Pertaining to the DOJ's California Firearms Application Reporting System (CFARS) and "Assault Weapon" registration system analytics, Web log analysis, application analytics, network traffic, Internet traffic, web URL referrer or referring page, exit pages, and similar application information.
5. That show, or would allow me and the public to determine, the California Firearms Application Reporting System (CFARS) or "Assault Weapon" registration system analytics, outages, crashes, bugs, reports, problems, web logs, or other such records."

Here are the responses to your requested information:

1. The cost of establishing and maintaining the Assault Weapon registration system was approximately \$113,770. However, the costs to maintain the system are ongoing. Please note that this does not include staffing costs. Enclosed is the contract that was issued for the Assault Weapon registration system, along with supporting documentation. Please also note that the contract encompassed more than the establishment and maintenance of the Assault Weapon registration system that you reference. The "Unanticipated Tasks Work Authorization" details the portion of the contract regarding the Assault Weapon registration system.
2. \$119,970 have been collected in fees from users of the Assault Weapon registration system. As a note, you requested the amount of fees collected up to July 2, 2018. However, the Department has provided the amount of fees collected from July 31, 2017 to May 30, 2018 to avoid running duplicative reports and upsetting the workflow of Department staff.
3. Inasmuch as we cannot provide you with a precise estimate of the time it takes to review and make a determination on an assault weapon registration application, we are similarly unable to provide you the cost to review and make a determination on an application. Each application varies greatly depending on the circumstances.
- 4-5. The Department does not disclose any system information that might increase the potential for someone to enter the system and manipulate the data. (Gov. Code, § 6254.19; see also *Sierra Club v. Superior Court of Orange County* (2013) 57 Cal. 4th 157.) California's complex firearms databases serve an important public safety role in the management of information about firearms and the individuals who possess them. The Department believes that disclosure of information about system operations, analytics, or vulnerabilities could allow a person to enter one or more of these critical firearms databases and use them for improper purposes. The Department further believes that the public's interest in disclosure of this information is outweighed by the public interest in preserving its confidentiality. (Gov. Code, § 6255.) Accordingly, the Department declines to provide any documents in response to this request.

As a preliminary matter, we note that under the Public Records Act government records are open and subject to inspection by and disclosure to the public, unless they are "exempt from disclosure by express provisions of law." (Gov. Code, § 6253, subd. (b).) Section 6254, subdivision (k), incorporates confidentiality privileges set forth elsewhere in law.

In regards to your first request, we have redacted information that might increase the potential for someone to enter the system and manipulate the data. (Gov. Code, § 6254.19; see also *Sierra Club v. Superior Court of Orange County* (2013) 57 Cal. 4th 157.) California's complex firearms databases serve an important public safety role in the management of information about firearms and the individuals who possess them. The Department believes that disclosure of information about system operations, analytics, or vulnerabilities could allow a person to enter one or more of these critical firearms databases and use them for improper purposes. The Department further believes that the public's interest in disclosure of this information is outweighed by the public interest in preserving its confidentiality. (Gov. Code, § 6255.)

In providing the records requested, we have also redacted certain private identifying information, such as non-commercial addresses, email addresses, and telephone numbers, along with other sensitive personal information such as social security numbers and credit card numbers based on considerations of personal privacy. (Cal. Const., art. I, § 1, as incorporated into the Public Records Act by Gov. Code, § 6254, subd. (k); Gov. Code, § 6255.)

Sincerely,



ROBERT D. WILSON
Deputy Attorney General

For XAVIER BECERRA
Attorney General

Enclosures

Unanticipated Tasks Work Authorization

Project Title

15IT-0841 BOF Apps Upgrade

Statement of Purpose

CFARS needs to be enhanced to support a new type of firearm registration in response to a recently enacted legislation. The changes required to be made to CFARS is significant and out of the scope of the originally planned work.

This work authorization replaces the previous work authorization approved in August 2016.

Objective/Goals to be undertaken by the Contractor

Create a new firearms registration process in CFARS.

Materials to be developed by the Contractor and delivered to the DOJ

Java and PL/SQL source code for the CFARS enhancement.

Materials to be developed by the DOJ and delivered to the Contractor

No action required by the DOJ.

Schedule Dates

Start Date: 10/01/2016

Completion Date: 12/31/2017

Estimated Labor Hours

429

Labor Rate

\$ 130.00

Estimated Total Cost

\$55770.00

Contractor Personnel To Be Assigned

Manoj Gopalakrishnan

Job Classification/Skill Level

Sr. Tech Lead

Completion Criteria

CFARS enhancement completed and deployed to production by 1/1/2017.

Approval

Contractor Project Manager

Date _____

DOJ Management

Date _____

STANDARD AGREEMENT
FOR I.T. GOODS/SERVICES ONLY

		REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER DOJ-0820		AGREEMENT NUMBER 15IT-0841

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

STATE AGENCY'S NAME

DEPARTMENT OF JUSTICE

CONTRACTOR'S NAME

CELER SYSTEMS, INC.

2. The term of this Agreement is: April 22, 2016 (or upon approval, whichever is later) through March 3, 2018

3. The maximum amount of this Agreement is: \$1,499,216.00
One Million, Four Hundred Ninety-Nine Thousand, Two Hundred Sixteen Dollars 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 and incorporated herein:

Exhibit A: Statement of Work

21 page(s)

Exhibit B: Cost Worksheet

5 page(s)

Exhibit C*: IT General Provisions (GSPD-401IT), refer to Vendor's MSA Contract #5137002-017, Amendment 1

RFO #15-157 and the Vendor's Response are incorporated by reference

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

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

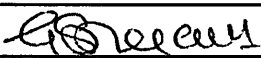
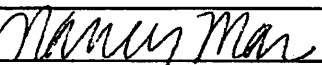
CONTRACTOR		CALIFORNIA Department of General Services Use Only:
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) CELER SYSTEMS, INC.		
BY (Authorized Signature) 	DATE SIGNED 4/18/2016	
PRINTED NAME AND TITLE OF PERSON SIGNING SREERANGAM GADDAM, VICE PRESIDENT		
ADDRESS 13405 Folsom Blvd, Suite 300, Folsom, CA 95630		
STATE OF CALIFORNIA		
AGENCY NAME DEPARTMENT OF JUSTICE		
BY (Authorized Signature) 	DATE SIGNED 4/19/2016	
PRINTED NAME AND TITLE OF PERSON SIGNING NANCY MAR, MANAGER, IT CONTRACTS AND PROCUREMENT UNIT		
ADDRESS 4949 Broadway, Room D-232, Sacramento, CA 95820		
<input checked="" type="checkbox"/> Exempt per: DOJ-0820		

EXHIBIT A

STATEMENT OF WORK

Program Objective

The purpose of this engagement is to obtain expert resources with the requisite experience, knowledge, skill, and ability necessary to migrate and upgrade all web applications, databases, batch processes, batch reports, and online reports identified in this contract to new dedicated hardware built for the Department of Justice's (Department) Bureau of Firearms (BOF). All software applications and their parts included in this effort must be enhanced to work with a target runtime environment identified below.

In addition to upgrading the technology stack, development work will be required to:

- Enhance the applications to meet the latest business requirements and legislative mandates.
- Rewrite code to improve maintainability of the applications.
- Rewrite code to improve the adaptability of the applications to business changes.

The Department envisions the effort outlined in this contract will be completed within two (2) years and will require multiple Java EE developers and Oracle PL/SQL developers.

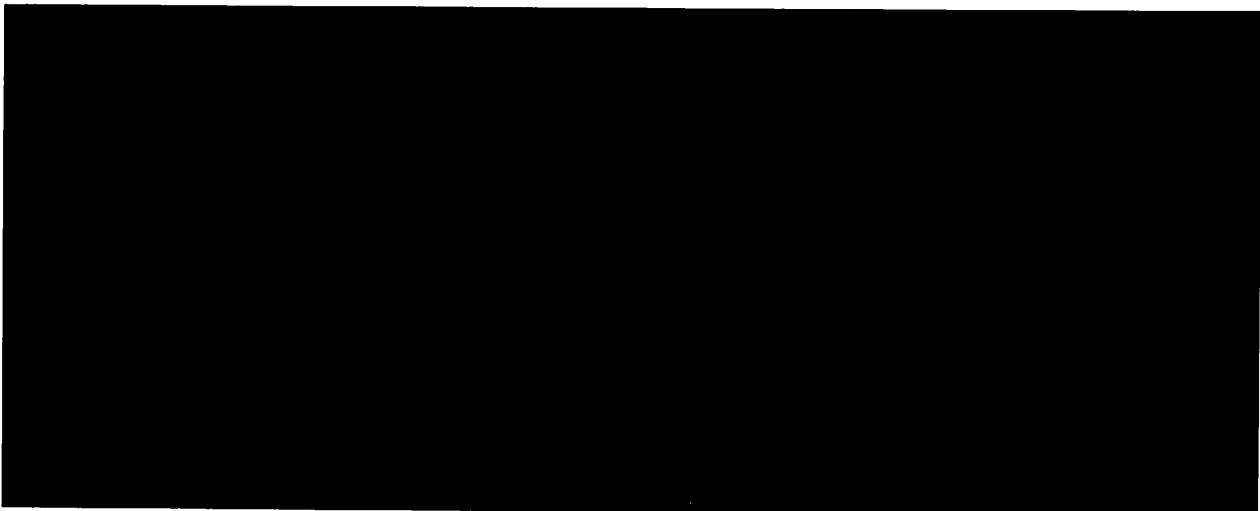
Scope and Description

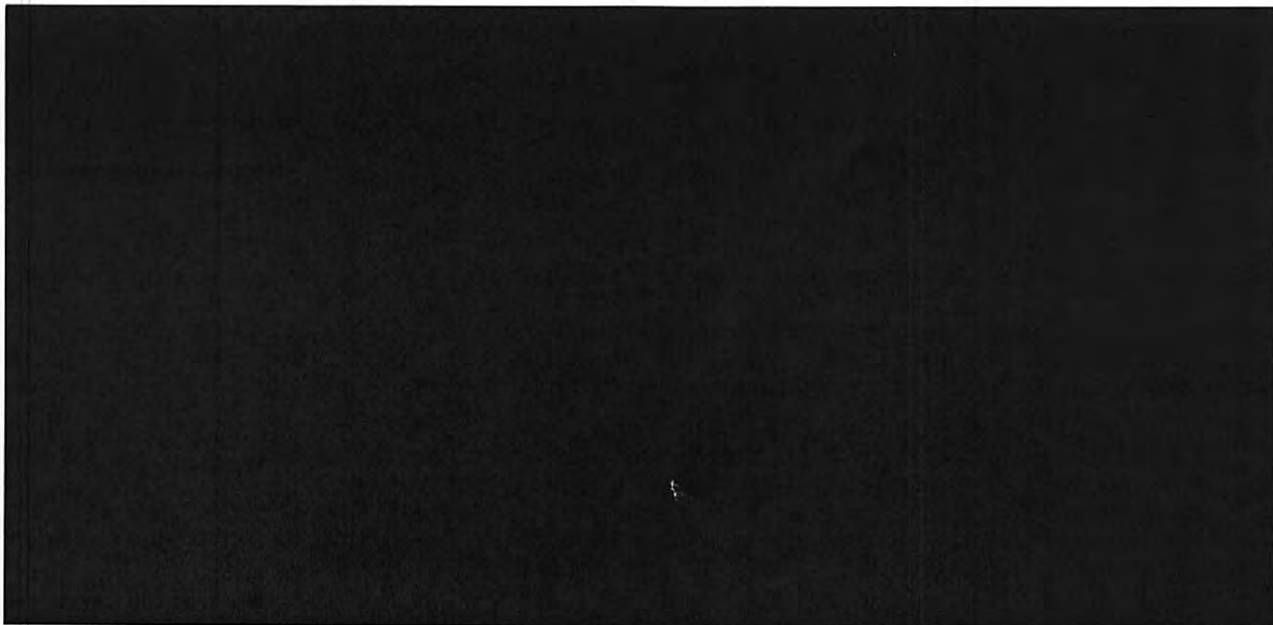
This is a deliverables based contract, requiring the Vendor's resources to perform software development and migration activities necessary to upgrade and implement the systems to the target runtime environment on the new hardware, at the direction and with the support of Department staff.

Target Runtime Environment



Current DOJ Systems





DOJ Impacted Systems



Contractor Milestones and Deliverables

Milestones are not necessarily listed in order of priority. Priorities will be established by Department management. The Vendor's resource(s) will work with the Department's staff to jointly develop working solutions, such that the Department's staff will possess the skill and knowledge to support the on-going needs of these systems. The Department will retain full ownership of all software and documentation, with the ability to modify them in the future; and may allow other vendors to work on them as well.



[REDACTED]

[REDACTED]

[REDACTED]

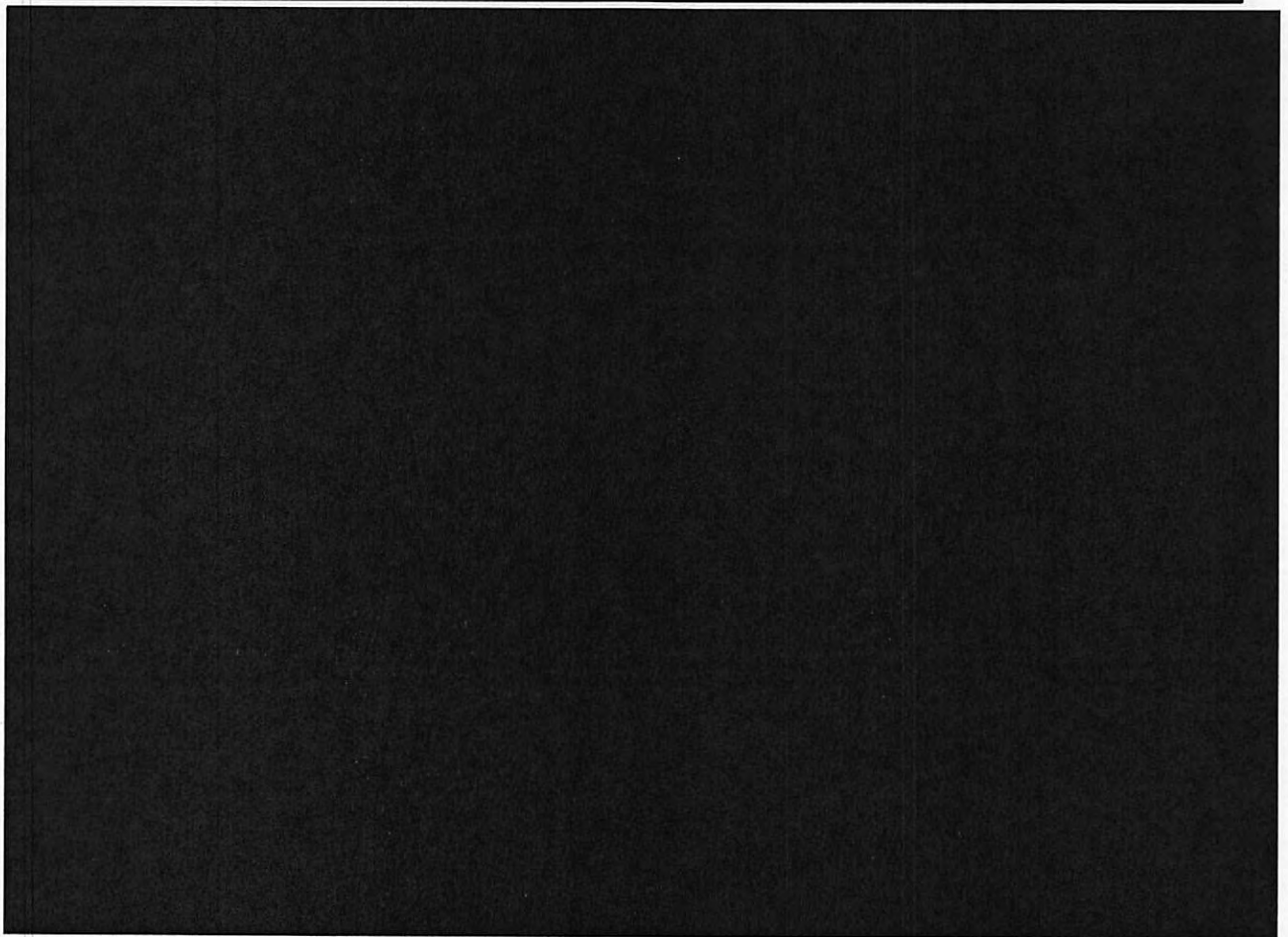
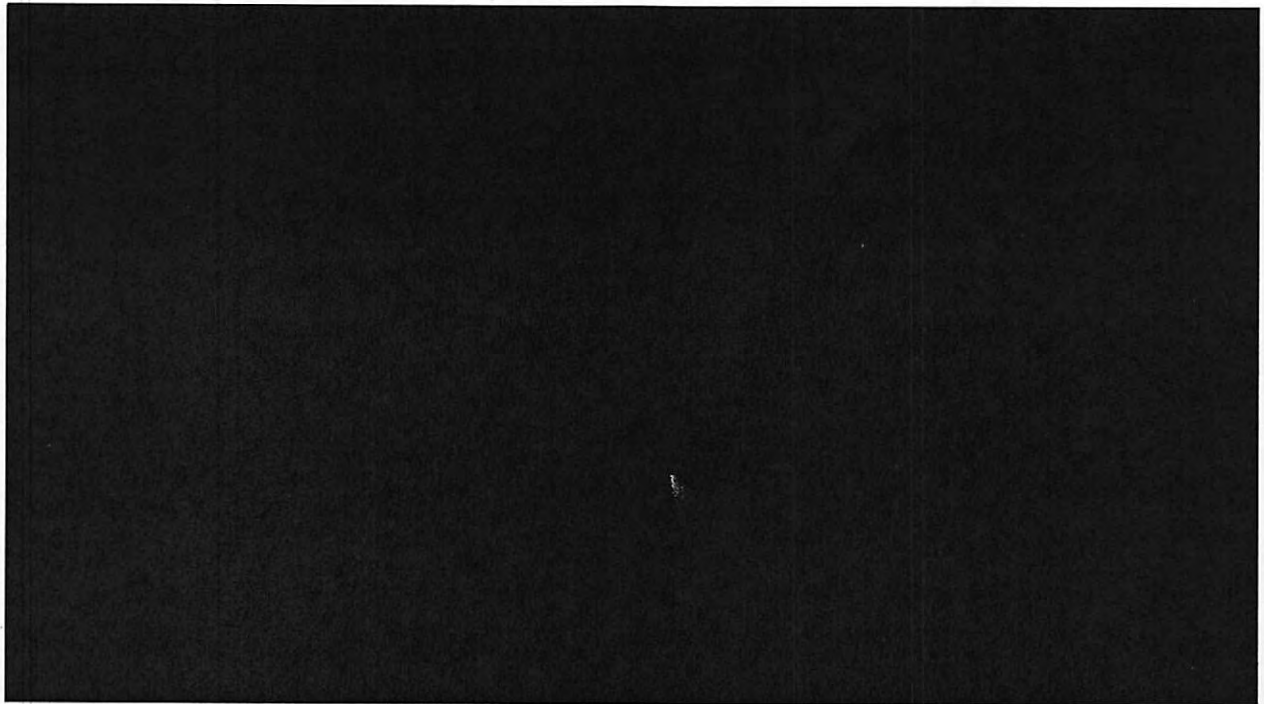
[REDACTED]

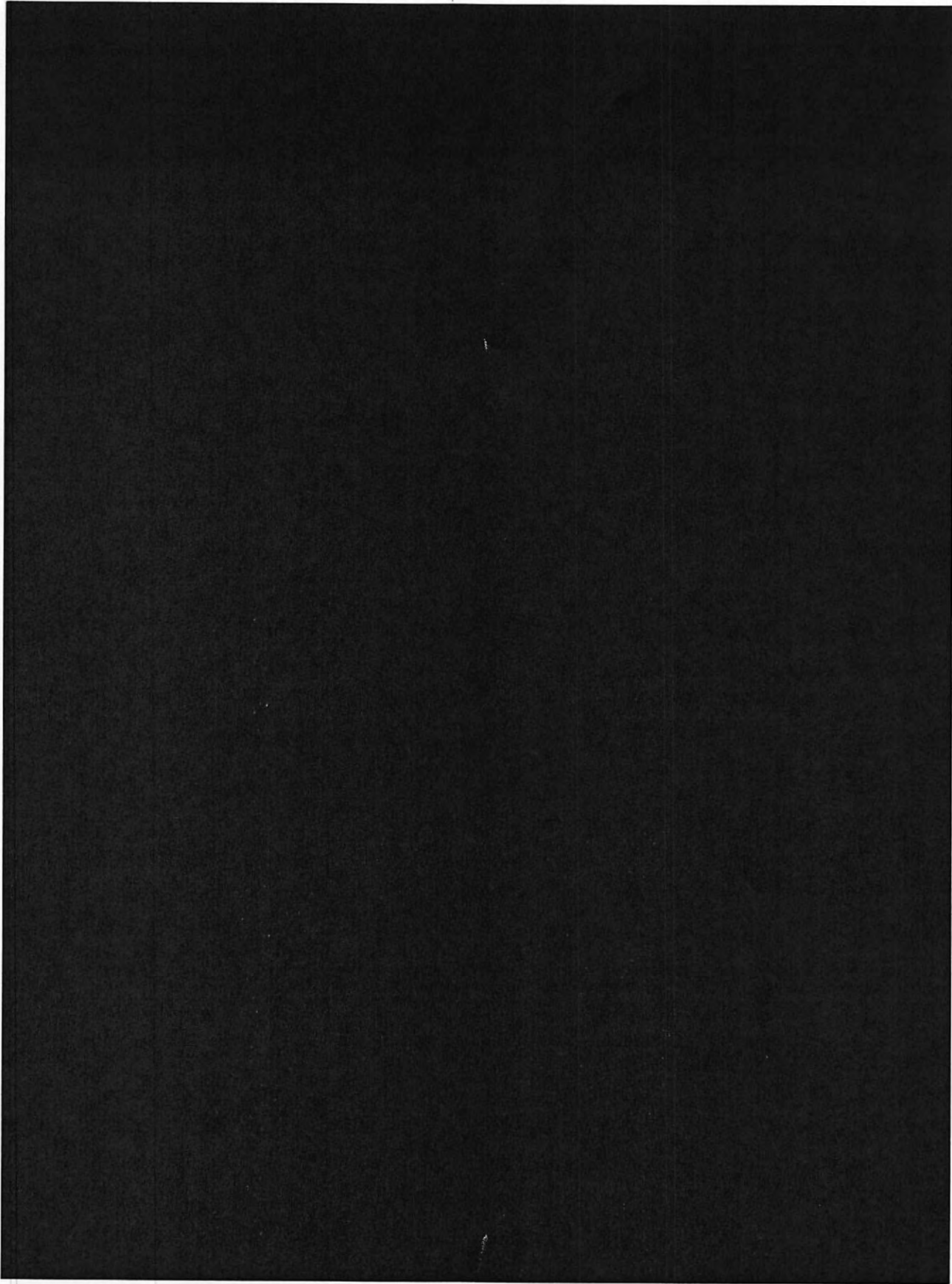
[REDACTED]

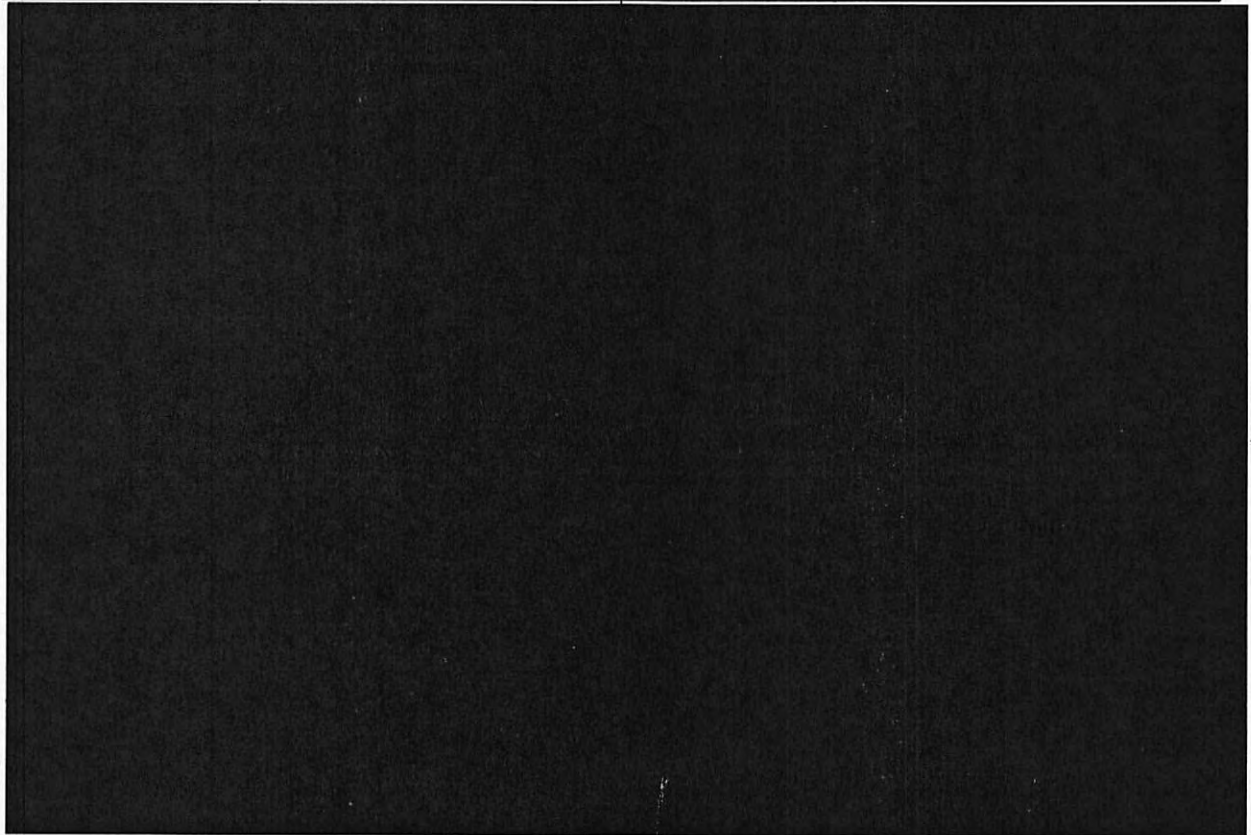
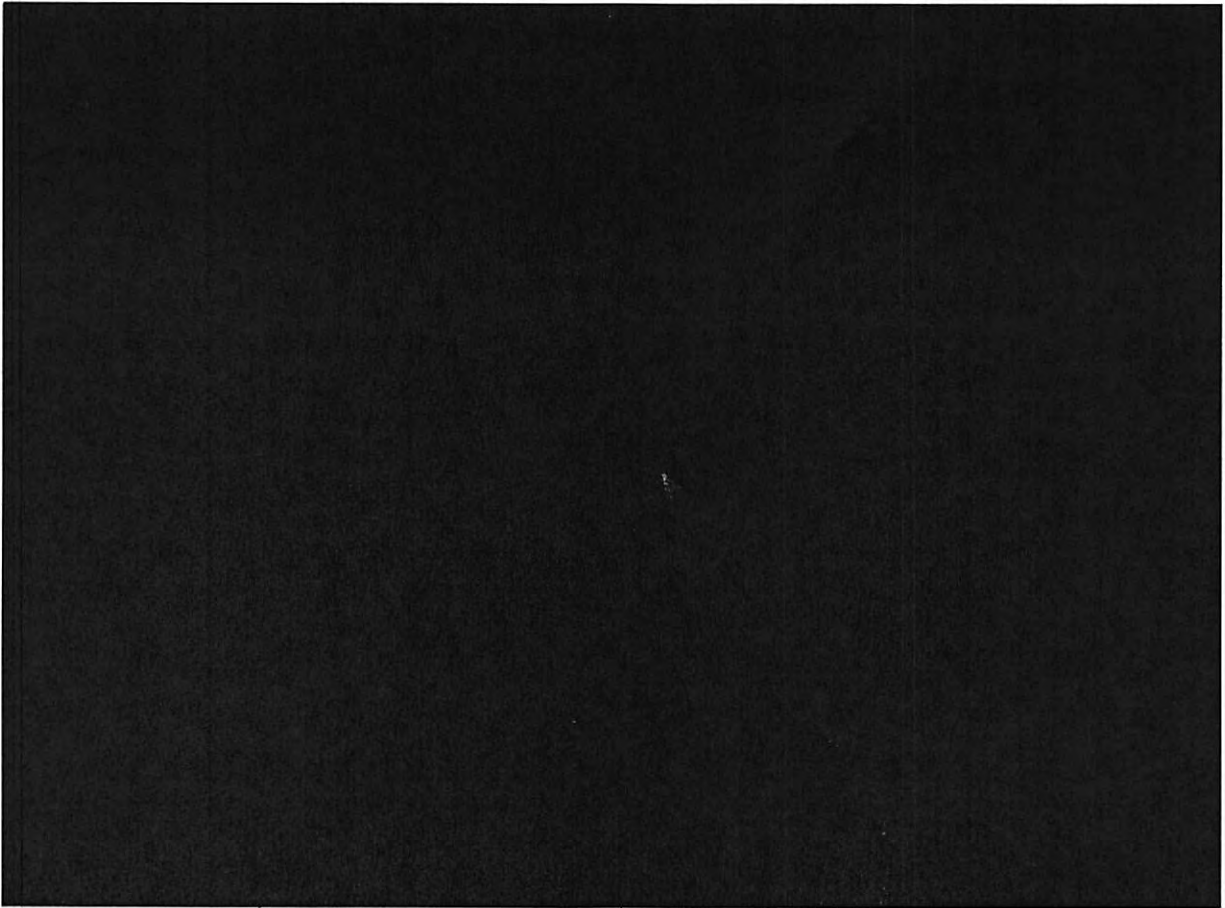
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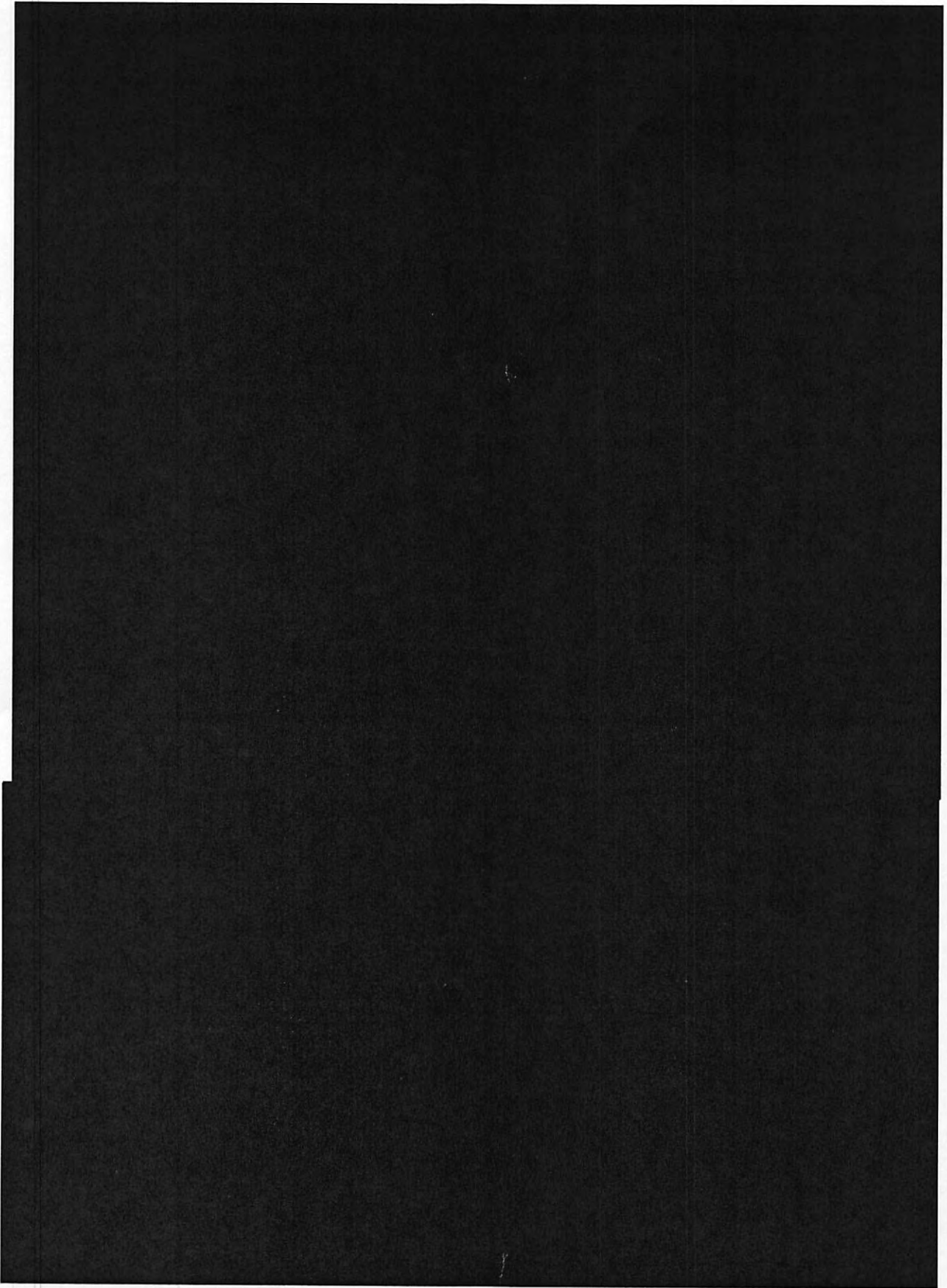
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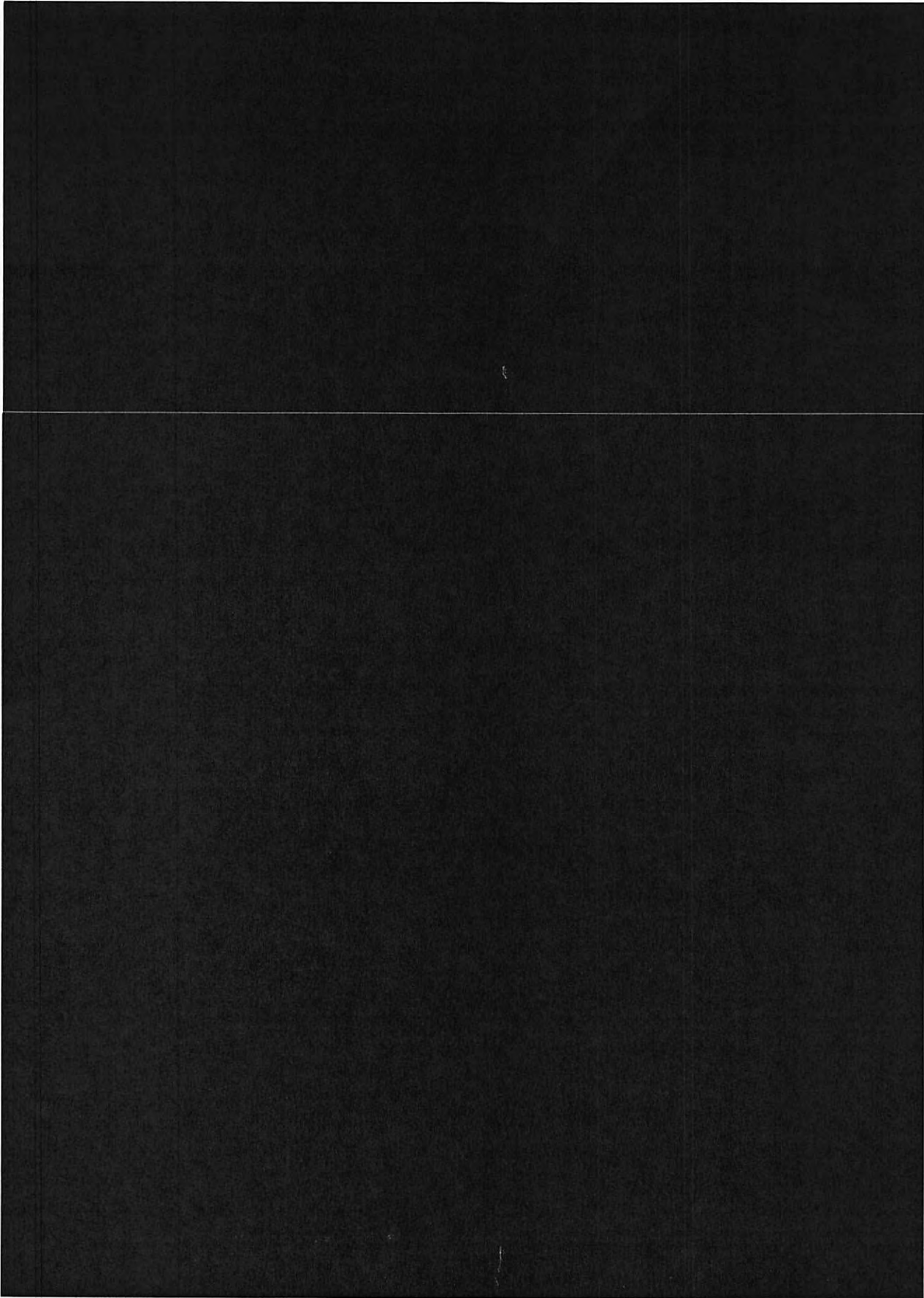
[REDACTED]











Required Qualifications (RQ)

RQ 1: Each proposed Java EE developer resource must have a minimum of five (5) years experience, within the past seven (7) years, developing Java EE applications utilizing the following frameworks/technologies:

- a) Java Server Page
- b) Java Servlet
- c) Enterprise Java Beans
- d) Java Message Service
- e) Struts 1 framework
- f) Struts 2 framework
- g) Spring framework
- h) Hibernate 3
- i) Hibernate 4
- j) Jasper Report 5.x
- k) Jasper Report 6.x
- l) AJAX
- m) Web Services
- n) LDAP

Contractor Resource Name #1:

MSA Classification Title:

Response Location: _____

Page#: _____

Section: _____

Paragraph: _____

Contractor Resource Name #2:

MSA Classification Title:

Response Location: _____

Page#: _____

Section: _____

Paragraph: _____

RQ 2: Each proposed Java EE developer resource must have a minimum of three (3) years experience, within past five (5) years, utilizing the following tools:

- a) TOAD for Oracle
- b) Eclipse IDE
- c) Apache Ant
- d) Apache Maven
- e) JBoss Enterprise Application Platform 5.1
- f) JBoss Enterprise Application Platform 6.4
- g) iReport 5.x
- h) iReport 6.x
- i) Subversion

Contractor Resource Name #1: _____

MSA Classification Title: _____

Response Location: _____ **Page#:** _____

Section: _____ **Paragraph:** _____

RQ 3: Each proposed Java EE developer resource must have a minimum of three (3) years experience, within past five (5) years, providing mentorship, knowledge transfer, code review, and training to other resources that are being developed to take over the development activities.

Contractor Resource Name #1: _____

MSA Classification Title: _____

Response Location: _____ **Page#:** _____

Section: _____ **Paragraph:** _____

RQ 4: Each proposed Java EE developer resource must have a minimum of three (3) years experience, within past five (5) years, developing or modifying:

- a) Logical Data Model
- b) Physical Data Model
- c) Software Requirements Specification
- d) Software Design Specification
- e) Junit tests
- f) JMeter tests
- g) Repeatable functional tests

Contractor Resource Name #1: _____

MSA Classification Title: _____

Response Location: _____ **Page#:** _____

Section: _____ **Paragraph:** _____

RQ 5: Each proposed Oracle PL/SQL developer resource must have a minimum of five (5) years experience, within the past seven (7) years, performing the following:

- a) System design, development, and implementation of Oracle PL/SQL applications
- b) Functional testing and test analysis

Contractor Resource Name #1:		MSA Classification Title:	
Response Location: _____		Page#: _____	
Section: _____		Paragraph: _____	
<p>RQ 6: Each proposed Oracle PL/SQL developer resource must have a minimum of three (3) years experience, within the past five (5) years, utilizing the following tools:</p> <p>a) TOAD for Oracle b) Subversion</p>			
Contractor Resource Name #1:		MSA Classification Title:	
Response Location: _____		Page#: _____	
Section: _____		Paragraph: _____	
<p>RQ 7: Each proposed Oracle PL/SQL developer resource must have a minimum of three (3) years experience, within the past five (5) years, with Oracle 11g, or higher, developing or enhancing PL/SQL procedures.</p>			
Contractor Resource Name #1:		MSA Classification Title:	
Response Location: _____		Page#: _____	
Section: _____		Paragraph: _____	
<p>RQ 8: Each proposed Oracle PL/SQL developer resource must have a minimum of three (3) years experience, within the past five (5) years, providing mentorship, knowledge transfer, code review, and training to other resources that are being developed to take over the development activities.</p>			
Contractor Resource Name #1:		MSA Classification Title:	
Response Location: _____		Page#: _____	
Section: _____		Paragraph: _____	

Desirable Qualifications Table

- **Contractor Resource Name:** Indicate the resource(s) name. You must provide the resource's legal name to ensure an accurate background investigation.
- **Response Location:** Indicate the location where in your offer the desirable qualification can be substantiated. (e.g., resume, literature, other support material)

Desirable Qualifications (DQ)	
DQ 1: Experience working with the Department of Justice Firearm's systems, applications, databases, and interfaces.	
Contractor Resource Name #1:	MSA Classification Title:
Response Location: _____	Page#: _____
Section: _____	Paragraph: _____
Contractor Resource Name #2:	MSA Classification Title:
Response Location: _____	Page#: _____
Section: _____	Paragraph: _____
DQ 2: Experience with Oracle Reports Builder 10g.	
Contractor Resource Name #1:	MSA Classification Title:
Response Location: _____	Page#: _____
Section: _____	Paragraph: _____
DQ 3: Experience with developing or enhancing batch scripts on Linux OS.	
Contractor Resource Name #1:	MSA Classification Title:
Response Location: _____	Page#: _____
Section: _____	Paragraph: _____

Software Enhancements

By submitting an offer, the Contractor affirms that DOJ will own the Contractor developed software all source code, documentation, and information.

Work Products

The Contractor agrees to provide all work products to the DOJ including, but not limited to, the programs and documentation, including all ideas, routines, object and source code, specifications, flow charts and other materials, in whatever form, developed solely for the DOJ under this contract. The Contractor agrees that its work products are the sole and exclusive property of the DOJ. The Contractor shall treat all work products on a confidential basis and not disclose it to any third party without the DOJ's written consent. The Contractor hereby assigns to the DOJ its entire right, title and interest, including all patents, copyright, trade secret, trademark and other proprietary rights, in the work product. The Contractor shall, at no charge to the DOJ, execute and aid in the preparation of any papers that the DOJ may consider necessary or helpful to obtain or maintain any patents, copyrights, trademarks, or other proprietary rights.

Acceptance Criteria

It shall be the State's sole determination as to whether the Deliverables have been successfully completed and are acceptable to the State. All concluded work shall be submitted for DOJ review and approval or rejection through the use of the Deliverable Acceptance Document (DAD), see attached. Each Milestone and associated Deliverables must be completed in its entirety prior to submitting a DAD for approval. Partial Deliverables will not be accepted. A signed DAD is required from the DOJ's Project Manager before processing an invoice for payment.

DOJ State Staff will be responsible for reviewing each Deliverable. Each Deliverable's review shall be included in the Project's Work Plan. Acceptance of a Deliverable by the DOJ Project Manager indicates only that the DOJ has reviewed the Deliverable and detected no deficiencies at the time of review. Acceptance does not constitute waiver of any contract requirements or waiver of obligation to correct any later discovered deficiencies.

While the DOJ will endeavor to expedite the review of document deliverables, for general planning purposes the Contractor can assume the DOJ's review time shall be not more than five (5) business days so long as deliverables are presented sequentially (not concurrently), and unless the DOJ notifies the Contractor that additional time is needed for a specific product's review. The DOJ recognizes that any delay of the review times could severely impact the project schedule. Therefore, for purposes of work planning and scheduling, system documentation deliverable reviews may be conducted concurrently with other scheduled design and coding activities so long as both DOJ and the Contractor agree to the extent of impact and mitigate associated risks.

If a deliverable is disapproved, the Contractor shall receive written notification of said correction/changes, and shall reflect them in the Deliverable within five (5) business days of receiving the notification. If the modification needs longer than five (5) business days or at the DOJ's request, the Contractor shall provide a Corrective Action Plan within two (2) business days of receiving the disapproval notice. The DOJ Project Manager will review the Corrective Action Plan and if s/he approves, the Contractor shall execute the plan and conduct another deliverable review at the end of that process.

Reporting Requirements

- On a monthly basis, each Contractor staff person shall submit a timesheet of hours worked to DOJ Project Manager.

General Requirements

- Location – Contractor must be willing to work at DOJ locations, 4949 Broadway, Sacramento, CA, 95820 and/or 1300 I Street, Sacramento, CA, 95814 unless otherwise authorized by DOJ Management.
- Work Hours – Contractor must be willing to work Monday through Friday, 8:00 am to 5:00 pm PST. For critical system issues or deployments requiring system down-time, the Contractor may be expected to work weekends or after hours.
- Background Check – Contractor must submit and pass a DOJ fingerprint based background check before work begins. Background checks can take 2-3 weeks to complete and the form will be provided by DOJ.
- Statement of Economic Interests - Under the Political Reform Act of 1974 (California Government Code Sections 81000 et seq.) and the DOJ Conflict of Interest Code, Contractor and/or employees of Contractor, and a subcontractor and/or employees of a subcontractor, performing services under this contract may be required to complete and file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 within thirty (30) days of commencing services under the contract, annually during the term of the contract, and within thirty (30) days after the expiration of the contract. Information regarding this requirement is available on the FPPC website at www.fppc.ca.gov.
- ADA Standards - Contractor must provide access to web-based information and services to employees and the public, including individuals with disabilities. California Government Code Section 11135 (d) (1-3) requires compliance with Section 508 of the Rehabilitation Act Amendments of 1998, Standard §1194.22. DOJ requires compliance with the World Wide Web Consortiums (W3C) Web Content Accessibility Guidelines (WCAG) 1.0, Priority 1 and 2 Checkpoints, to create accessible web sites and applications. DOJ also requires the Standards for California State Web Pages on Accessibility, adopted by the State Portal Review Board, be followed <http://webtools.ca.gov/web-content/web-accessibility/state-accessibility-standards/>
- Web Design Application Projects - Contractor must adhere to the Web Accessibility Initiative and Web Content Accessibility guidelines located at www.w3.org.
- Software Development Projects - Per DOJ, Administrative Bulletin 14-01, Test Data Usage. All project teams using production data in test environments shall meet the requirements outlined in Chapter 15 Sections 15900-15923 of the DOJ Administrative Manual.

Contractor Responsibilities

- MSA contract – Contractor must notify the DOJ Project Manager 30 calendar days prior to changes being made to the Contractor's MSA contract that will affect this awarded contract.
- Clarifications - Contractor will meet with DOJ management, technical resources and representatives from DOJ program areas to receive any clarification and seek understanding of business requirements and technical environments.
- Corrections – Contractor must make all necessary corrections to work products as deemed appropriate or necessary by DOJ management.

- Documentation - Contractor must provide the following documents for all products delivered as deemed appropriate or necessary by DOJ Project Manager.
 1. System Technical Documentation
 2. System End User Documentation
 3. Help Desk Documentation
 4. System/Architecture Diagrams
 5. Data Dictionary
 6. Testing Documentation
 7. As Built Documentation of all Configurations, Including Modifications or Customizations
 8. System Back-up and Recovery Documentation
 9. Hardware Documentation
 10. System Maintenance Documentation
- Issues and Risks - Contractor will meet with the DOJ management to receive any clarification and seek understanding of the work activities, issues and risks.
- Partnership – Contractor must work in partnership with DOJ resources to accomplish work activities in a manner to ensure knowledge transfer. To this end, contract staff will be integrated with State development and maintenance staff in support of contract activities.
- Policies and Standards - Contractor must strictly adhere to all DOJ policies and standards for software development and will not install any non-DOJ software on DOJ provided PCs.
- Project Updates - Contractor will meet with the DOJ Manager weekly for project status updates, biweekly meetings with interdependent project managers, and monthly with executive sponsors.
- Templates and Checklists - Contractor will use HDC system documentation templates and checklists to produce system artifacts.

Department of Justice's Responsibilities

- DOJ will provide access to business and technical documents as necessary for the Contractor to complete the tasks identified in the SOW.
- DOJ will ensure appropriate resources are available to perform assigned tasks, attend meetings and answer questions.
- DOJ will ensure that decisions are made in a timely manner.
- DOJ will provide work areas and meeting rooms as needed.
- DOJ will provide secure access to the HDC Java/Oracle test environments and test databases as deemed appropriate for the development team.
- DOJ will provide standard MS Office Suite and Project Management software on the desktop PCs.
- DOJ staff will participate in the following roles: HDC Project Manager, Database Application Administrator (DBA), Quality Assurance reviewers from various disciplines, end user testers, staff from each interfacing system.
- Contractor's laptops will not be connected to the DOJ network; therefore, DOJ will provide the Contractor with PCs, developers' software, project libraries and access to servers and printers.

Exclusion for Conflict of Interest

No Contractor shall be paid out of DOJ funds for developing recommendations on the acquisition of IT goods or services or assisting in the preparation of a feasibility study, if that Contractor is to be a source

of such acquisition or would otherwise directly and/or materially benefit from the DOJ adoption of such recommendations or the course of action recommended in the feasibility study. Further, no Contractor shall be paid out of DOJ funds for developing recommendations on the disposal of DOJ surplus IT products if that Contractor would directly and/or materially benefit from state adoption of such recommendations

Disclosure of Financial Interests

Offers in response to DOJ procurements for assistance in the preparation of feasibility studies or the development of recommendations for the acquisition of IT goods and/or services must disclose any financial interests (i.e., service contracts, OEM agreements, remarketing agreements, etc.) that may foreseeably allow the individual or organization submitting the offer to materially benefit from the DOJ's adoption of a course of action recommended in the feasibility study or of the acquisition recommendations.

Contract Disputes and Problem Escalation

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the DOJ Project Manager and the Information Technology Contracts Procurement Unit (ITCPU) Procurement buyer's attention. Problems or issues shall normally be reported in regular status reports. There may be instances, however, where the severity of the problems justifies escalated reporting. To this extent, the Contractor will determine the level of severity, and notify the appropriate DOJ personnel. The DOJ personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. The DOJ personnel include, but are not limited to, the following:

- a. First level: DOJ Project Manager and the ITCPU Buyer
- b. Second level: DOJ Bureau Chiefs (in charge of this contract)
- c. Third level: DOJ's Division Director

Unanticipated Tasks

In the event that additional work must be performed which was wholly unanticipated and is not specified in the Statement of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of the work outlined, the procedures outlined in this Section will be employed.

For each item of unanticipated work not specified in the Statement of Work, a Work Authorization will be prepared in accordance with the attached sample.

It is understood and agreed by both parties to this contract that all of the terms and conditions of this contract shall remain in force with inclusion of any such Work Authorization. Such Work Authorization shall in no way constitute a contract other than as provided pursuant to this contract nor in any way amend or supersede any of the other provisions of this contract.

Each Work Authorization shall consist of a detailed statement of purpose, objective or goals to be undertaken by the Contractor, the job classification or approximate skill level of the personnel to be made available by the Contractor and identification of all significant materials to be developed by the Contractor and delivered to the DOJ, identification of all significant material to be delivered by the DOJ to the Contractor, an estimated time schedule for the provisions of these services by the Contractor, completion criteria for the work to be performed, the name or identification of the Contractor personnel to be assigned, the Contractor's estimated work hours required to accomplish the purpose, objective or goals

the Contractor's billing rates per work hour, and the Contractor's estimated total cost of the Work Authorization.

All Work Authorizations must be in writing prior to beginning work and signed by the Contractor and DOJ management.

The DOJ has the right to require the Contractor to stop or suspend work on any Work Authorization pursuant to the "Stop Work" provision of the General Provisions.

Personnel resources will not be expended (at a cost to the DOJ) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:

1. If, in the performance of the work, the Contractor determines that a Work Authorization to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify the DOJ in writing of the Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification the DOJ may:
 - a. Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld), or
 - b. Terminate the Work Authorization, or
 - c. Alter the Statement of Work Authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
2. The DOJ will notify the Contractor in writing of its election within seven (7) calendar days after receipt of the Contractor's notification. If notice of the election is given to proceed, the Contractor may expend the estimated additional work hours or services. The DOJ agrees to reimburse the Contractor for such additional work hours.

Unanticipated Tasks Invoicing

In the event that work not specified in the Statement of Work is performed with the DOJ's written consent, invoices for services as reflected on Work Authorizations will be submitted to the DOJ for payment. In no event shall the total amount paid for such work exceed ten percent (10%) of the value of personal services anticipated by this contract.

Travel

All travel costs of this contract will be the sole responsibility of the Contractor.

Amendments

The Contractor will allow amendment(s) to this contract to increase time, funding and/or incorporation of the Optional Milestones/Deliverables. For evaluation purposes, the State has established an Amendment Hourly Rate; see Exhibit B-1 Cost Worksheet. The Rate is in no way binding and is not intended to commit the State to an actual amount of work required in the future, nor does it commit or limit the State to a specific number of hours. The Rate will be used to calculate an estimated cost for the work that will be included in the evaluation of your response. At the DOJ's discretion, an Amendment may be processed as a time and material or deliverable based amendment.

Your offer must not exceed the MSA information technology services dollar threshold maximum of \$1,500,000 including unanticipated tasks all amendments. If your offer exceeds \$1,500,000, the offer will be considered non-responsive.

Additional and/or Resource Substitutions

Additional and/or substitutions will not be permitted without the prior consent of the DOJ Management, and Information Technology Contracts Procurement Unit (ITCPU) buyer must be at the same or less cost, and same or comparable classification and qualifications as the original proposed resource. Any approved additional and/or substitution resource will not require an amendment to the contract, but must be accompanied by a resume (if applicable) and is subject to the General Requirements and contract conditions (e.g. background check, security forms etc.) contained herein. If a Contractor's resource is performing unsatisfactory, the DOJ has the right to request a substitute resource. Upon request of the DOJ, the Contractor must provide the substitute resource within 14 calendar days of notification.

Termination

The DOJ reserves the right to terminate this contract, resource or a portion thereof when such termination is in the best interests of the DOJ. Such termination is subject to 14 calendar days written notice to the Contractor.

Project Representatives

Project representative for the term of the contract will be:

State Agency: Department of Justice	Contractor: Celer Systems, Inc.
Name: Eric Chan	Name: Sree Gaddam
Address: 4949 Broadway	Address: 13405 Folsom Blvd, Suite 300
City, State, Zip: Sacramento, CA 95820	City, State, Zip: Folsom, CA 95630
Phone: [REDACTED]	Phone: [REDACTED]
Fax: ()	Fax: (916) 525-5201
Email: [REDACTED]	Email: [REDACTED]

DELIVERABLE ACCEPTANCE DOCUMENT (DAD)

Contractor Name: _____

DOJ Contract Number: _____ DAD Number : _____

Deliverable Title: _____

Deliverable Completion Date: _____

Total Cost of Approved Deliverable: \$ _____

Deliverable Description:

DOJ's Accepts or Rejects Deliverable:

Authorized and Approved

Contractor Project Manager

Date

DOJ Contract Manager

Date

Unanticipated Tasks Work Authorization

Project Title

XXXXXXX

Statement of Purpose

Explain the purpose of the Work Authorization.

Objective/Goals to be undertaken by the Contractor

What will the end result be?

Materials to be developed by the Contractor and delivered to the DOJ

Example: if the Work Authorization is to develop a training manual for DOJ, name the type of training manual to be developed.

Materials to be developed by the DOJ and delivered to the Contractor

If this section is not applicable, input: No action required by the DOJ.

Schedule Dates

Enter the term dates needed to complete the Work Authorization.

Start Date: xx/xx/2011

Completion Date: xx/xx/2011

Estimated Labor Hours

Labor Rate
\$

Estimated Total Cost
\$

Contractor Personnel To Be Assigned

Job Classification/Skill Level

Completion Criteria

Acceptance of input the purpose _____ by DOJ. This task will be performed in accordance with this Work Authorization and the provisions of the STD. 213 Number _____.

Approval

Contractor Project Manager

Date _____

DOJ Management

Date _____

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

Payment For full and satisfactory performance of the services provided pursuant to this contract, the Department of Justice shall pay the Contractor **per attached Cost Worksheet, Exhibit B, Attachment 1**. The total amount which may be paid under this contract shall not exceed **\$1,499,216.00** with the actual amount being dependent upon the extent of the Contractor's services required by the Department of Justice.

The Contractor understands that no Federal or State income tax shall be withheld from the payments under this contract. However, the State of California is required to report all payments to the Internal Revenue Service and Franchise Tax Board for tax purposes.

Invoicing The Contractor shall submit an invoice for processing after each Deliverable and associated Milestones, outlined in Exhibit A, have been successfully completed and the Project Manager has signed the DAD. No invoice shall be honored by DOJ until prior acceptance is obtained pursuant to the Acceptance Criteria outlined in Exhibit A, page 14. The signed DAD should be attached to the invoice when submitting for processing and payment. Partial Deliverables will not be accepted.

For example, at the completion of all subsequent work for Milestone 1 and Deliverable 1, the Contractor would submit a DAD for the Project Manager's approval. Once the DAD is signed by all required parties, it may be submitted with an invoice for payment. Partial completion of Milestone 1 and Deliverable 1 would not be approved for payment until all tasks for Milestone 1 and Deliverable 1 are completed, including a signed DAD.

In addition, during the term of a deliverable based contract, if it is determined a Contractor's resource is working on a time and material contract for another entity (e.g. Federal, State, County, Private etc.), the DOJ will require the Contractor's resource to submit a monthly timesheet identifying hours worked on DOJ's deliverables based contract before payment is issued.

Invoices must state the contract number, Contractor's name, address and telephone number, consultant's name, dates of service, description of service(s) provided on those dates, charges for those services, any expense(s) incurred, and a total amount payable for each invoice. For all expenses incurred, each invoice must include necessary supporting documents. The DOJ will not reimburse the Contractor for any incurred expenses related to this project not specified in Exhibit B, Attachment 1.

Invoices may be submitted via email or hardcopy to:

ITInvoiceClerk@doj.ca.gov

Department of Justice
Attention: IT Invoice Clerk
4949 Broadway, Room D232
Sacramento, CA 95820

Budget Contingency Clause It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this contract and Contractor shall not be obligated to perform any provisions of this contract.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this contract with no liability occurring to the State, or offer a contract amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause Payment will be made monthly in arrears, in accordance with the provisions of the California Prompt Payment Act, Government Code section 927, et seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (a) the date of acceptance of goods or performance of services; (b) receipt of an undisputed invoice - whichever is later.

Federally Funded Contracts All contracts, except for state construction projects, that are funded in whole or in part by the federal government must contain a 30-day cancellation clause and the following provisions:

It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after the determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the state by the United State Government for the grant fiscal year(s) _____ for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Congress or to any statute enacted by the Congress may affect the provisions, terms, or funding of this contract in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

EXHIBIT B, ATTACHMENT 1**COST WORKSHEET**

This attached format is an example of how the Contractor should detail costs for this RFO. Table B-1 should be completed based on the Contract Required Milestones/Deliverables. Table B-3 should be completed based on the Contract Optional Milestones/Deliverables. Table B-2 and B-4 should reflect the use of resources that will produce the Milestones/Deliverables in project roles and their hourly rates. Your consultant classification must match the job classification stated in the Master Services Agreement (MSA).

The Checkpoint Total must equal the Total Milestones/Deliverables Contract Cost.

Table B-1, Required Milestones / Deliverables Cost Schedule

Required Milestones / Deliverables	Cost
1. Milestone / Deliverable 1 – [REDACTED]	\$138,400.00
2. Milestone / Deliverable 2 – [REDACTED]	\$80,800.00
3. Milestone / Deliverable 3 – [REDACTED]	\$80,800.00
4. Milestone / Deliverable 4 – [REDACTED]	\$181,440.00
5. Milestone / Deliverable 5 – [REDACTED]	\$77,120.00

Total Required Milestones / Deliverables Cost Schedule

\$558,560.00

Table B-2, Hourly Rate Checkpoint

Consultant Name	MSA Classification	Hourly Rate	Estimated Hours	Extended Cost
Manoj Gopalakrishnan	Sr. Tech Lead	\$130.00	960	\$124,800.00
Darshan Brahmhatt	Sr. Tech Lead	\$128.00	1720	\$220,160.00
Jagadhish Babu Dadi	Sr. Tech Lead	\$100.00	1200	\$120,000.00
Ansu Suseelan	Sr. Tech Lead	\$130.00	720	\$93,600.00

Checkpoint Total (should be same as Table B-1)

\$558,560.00

10% of Deliverable Total Cost to be
added for Unanticipated Tasks. To be used at the
Department of Justice's discretion

\$55,856.00

Total Contract Awarded (including unanticipated tasks)

\$614,416.00

Table B-3, Optional Milestones / Deliverables

Optional Deliverable	Cost
Optional Milestone / Deliverable 6 – [REDACTED]	\$107,840.00
[REDACTED]	
Optional Milestone / Deliverable 7 – [REDACTED]	\$97,600.00
[REDACTED]	
Optional Milestone / Deliverable 8 – [REDACTED]	\$87,360.00
[REDACTED]	
Optional Milestone / Deliverable 9 – [REDACTED]	\$38,400.00
[REDACTED]	
Optional Milestone / Deliverable 10 – [REDACTED]	\$106,400.00
[REDACTED]	
Optional Milestone / Deliverable 11 – [REDACTED]	\$119,600.00
[REDACTED]	
Optional Milestone / Deliverable 12 – [REDACTED]	\$192,400.00
[REDACTED]	
Optional Milestone / Deliverable 13 – [REDACTED]	\$67,600.00
[REDACTED]	
Optional Milestone / Deliverable 14 – [REDACTED]	\$67,600.00
[REDACTED]	

Total Optional Milestone / Deliverable Cost (Table B-3)

\$884,800.00

Table B-4, Hourly Rate Checkpoint

Consultant Name	MSA Classification	Hourly Rate	Estimated Hours	Extended Cost
Manoj Gopalakrishnan	Sr. Tech Lead	\$130.00	2560	\$332,800.00
Darshan Brahmhatt	Sr. Tech Lead	\$128.00	1800	\$230,400.00
Jagadhish Babu Dadi	Sr. Tech Lead	\$100.00	720	\$72,000.00
Ansu Suseelan	Sr. Tech Lead	\$130.00	1920	\$249,600.00

Checkpoint Total (should be same as Table B-3)

\$884,800.00

Amendment Amount

Contractor Rate \$135.00 x 1 hour =

\$135.00

**Total amount to be evaluated including total contract award (Tables B-1 & B-3),
unanticipated tasks and amendment amount (for evaluation purposes only)**

\$1,499,351.00

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD. 213 A (Rev 6/03)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER 5137002-017	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Department of General Services
CONTRACTOR'S NAME
Celer Systems, Inc.
2. The term of this Agreement is March 4, 2014 through March 3, 2018
3. The maximum amount of this Agreement after this amendment is: \$.00
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment :

1. Extends the contract term end date to March 3, 2018
2. Incorporates GSPD 401IT, Information Technology General Provisions effective 9/5/14 (http://www.documents.dgs.ca.gov/pd/poliproc/gspd401IT14_0905.pdf)

All other contract terms and conditions remain unchanged.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>Celer Systems Inc.</u>		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type) <u>9/14/15</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Sreerangam Gaddam, Vice President</u>		
ADDRESS <u>18405 Folsom Blvd Suite 800</u> <u>Folsom CA 95680</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of General Services</u>		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type) <u>September 30, 2015</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Jim Butler, Deputy Director</u>		
ADDRESS <u>707 Third Street, 2nd Floor</u> <u>West Sacramento, CA 95605-2811</u>		

☐ Exempt per: