

— BK-CS-2026-06 / C · TENDER INSIGHT

PRE-BID INTELLIGENCE · CRIMINAL JUSTICE AI · STATE OF CALIFORNIA

Where this bid is *won and lost.*

Strategic read of RFP F-CONTR-0000000220 — what the unweighted evaluation criteria really reward, where CJIS compliance separates the field, the \$450K–\$650K target band, the BAFO leverage to plan for, and the thirteen risks worth pricing in.

SOLICITATION

RFP F-CONTR-0000000220
Contra Costa County · California

EVALUATION MODE

Best Value · 6 criteria · unweighted
BAFO at County discretion

COMPLIANCE PASS/FAIL

CJIS · SOC 2 Type II
FedRAMP Moderate preferred · scored

TARGET PRICE BAND

\$450K – \$650K (2-year)
Mid estimate \$580K · BAFO leverage built in

WIN PIVOT

Turnkey + named criminal-justice deployments
Hallucination prevention + co-design depth

ENGAGEMENT FILE

BK-CS-2026-06
Contra Costa Probation AI · Pre-bid pursuit

Purchasing runs the process; *Probation owns the outcome.*

Contra Costa County Purchasing Services runs a standardized procurement operation using the county's L-5 General Conditions template, unchanged since its 2014 revision. That template uniformity tells you this office values consistency and process compliance over flexibility. When they say a proposal must be submitted electronically, with no exceptions, they mean it. When they say late submittals will not be accepted, they mean that too. **This is not an office that makes accommodations for vendors who phone in at 3:01 PM on May 29 with a technical excuse.**

The lead buyer, Des Gebre, is identified as Sr. Buyer at Purchasing Services. The protest manager, Cindy Shehorn, holds the Purchasing Manager title. The Department Head of Probation is not named in the solicitation — this matters because § 9 of the General Conditions assigns dispute resolution authority to "the head of the county department for which this Contract is made, or his designee." For this contract, that means the **Chief Probation Officer or their designee makes the final call on any disagreement about scope or performance.** The Purchasing office runs the process; the Probation Department owns the outcome.

The evaluation committee structure is not named. The solicitation states proposals are assessed by "a designated committee." Based on the evaluation criteria (company qualifications, project understanding, technical competency broken into five sub-areas, personnel experience, cost, and client references), the committee almost certainly includes: at least one Probation Department IT or operations staff member who will score technical competency, at least one Purchasing Services staff member who will evaluate compliance and cost, and potentially a Probation Department program manager or supervisor who will assess the understanding of officer workflows. The presence of the behavioral analysis requirement (analyzing motivational interviewing techniques) suggests a clinician or senior supervisor may also be involved.

The Q&A section (§ I of the RFP) contains a telling warning: *"The County reserves the right to disregard questions that appear to be generic, automatically generated, or not reflective of a reasonable review of the RFP."* This is a direct signal that the County has received AI-generated Q&A submissions before and found them useless. The evaluators know what a thoughtful question looks like versus what an auto-generated one looks like. **Write specific questions that reference specific RFP sections.**

The BAFO provision tells you the County expects initial prices to be negotiable. This is an office that uses competitive leverage. Submit your best price in the first round, but structure your proposal so you understand exactly which cost elements have margin flexibility if a BAFO round is called. Vendors who pad the initial bid expecting to discount in BAFO are playing a risky game — the evaluation scoring happens on the initial proposal, and a padded initial price may score below the threshold for a BAFO invitation.

Workforce sustainability, *not just efficiency.*

ANALYST ASSESSMENT

Contra Costa County Probation issued this RFP because they are facing a workforce sustainability crisis, not just an efficiency problem. The 40–50% administrative burden figure is not unique to this county — it is a well-documented national problem in community supervision. But what makes this solicitation specific is the combination of requirements: PSI reports (which go to judges), violation petitions (which initiate revocation proceedings), and behavioral analysis of motivational interviewing (which influences case management decisions). These are not peripheral administrative tasks. They are the legal and clinical core of probation work. The Department is trusting an AI system to participate in work that directly affects whether people go to jail or stay in the community.

The evaluation structure does not assign explicit percentage weights to individual criteria, which is a deliberate choice. The solicitation lists six criteria in order (company qualifications, project understanding, technical competency, personnel experience, cost, references) but does not say whether technical competency is worth 40% or 20% of the total score. **This ambiguity benefits incumbents and well-known vendors who can rely on brand recognition in the first two criteria.** It disadvantages smaller vendors who need the technical competency and cost criteria to compensate for lower name recognition. The implication: vendors who are not well-known in California county government procurement must invest heavily in the technical competency section — that is where the score differential is created.

The timeline is tight but not unreasonably so for a vendor who already has a CJIS-compliant AI platform. Publication to close in 28 days is the County's way of saying they are not interested in vendors who need to build something. They want vendors who have already solved this problem elsewhere and are adapting it for Contra Costa County. The "turnkey, production-ready solution" language in § II.E is the clearest possible signal of this intent. **If your platform is not production-ready for criminal justice use today, this is not the bid to use as a development milestone.**

The BAFO provision combined with the County's reserved right to award to multiple contractors creates an interesting strategic situation. A vendor who wins the co-design and technical evaluation but loses on cost could still receive a partial award for a subset of the scope. The County's phrasing in § V.C, "*award a contract to the Bidder(s)*" (plural), is deliberate. Vendors should consider whether a split-scope award is acceptable in their go/no-go analysis.

Read this as: The County wants one vendor who can do everything, but they will accept two vendors if no single vendor clearly dominates across all criteria. The winning strategy is a proposal that makes splitting the award seem like a worse outcome than giving the full contract to one vendor.

3.1 Governing Law and Jurisdiction

California law governs. Disputes go to Contra Costa County courts. For an offshore-involved engagement, this means any dispute about subcontractor performance, data breach liability, or payment will be litigated in Martinez, California under California state law. The offshore team has no standing to sue the County directly. Any claim the offshore team has runs through the U.S. Prime under the subcontract agreement.

3.2 Contract Clause Intelligence

CLAUSE	WHAT IT SAYS	WHAT IT ACTUALLY MEANS	RISK IF IGNORED
§ 5(C) FUNDING CESSATION	Contract terminates without notice if federal, state, or other non-County funding ceases	If this contract is funded even partly by a federal or state grant, the County can walk away mid-contract with zero notice and zero severance if that funding is cut	Vendor absorbs all stranded implementation costs. Price implementation to recover costs within first 6 months
§ 8(A) BOARD APPROVAL	Contracts over \$100,000 require Board of Supervisors approval to amend	Scope change or price adjustment above \$100,000 goes to full Board meeting. Board meetings happen monthly · change request could take 4–6 weeks	Do not assume quick resolution of scope ambiguities post-award. Clarify everything in Q&A before May 22
§ 13 SUBCONTRACTS	Prior written County consent required before any subcontract	County has veto power over every subcontractor including offshore teams. Approve or reject at sole discretion. No appeal	Disclose offshore team in proposal before award. Waiting until post-award risks having team rejected after pricing assumed their involvement
§ 15 CONFLICTS OF INTEREST	No financial conflicts; no gifts; former County employees within 12 months create conflict risk	Any vendor who has hired a former Contra Costa County employee in the last 12 months must analyze that hire against Government Code 1090	Indemnification for conflicts is personal and survives the contract. A conflict finding after award can void the contract
§ 16 CONFIDENTIALITY	No disclosure of identity or records of persons served	Every probationer whose data enters the system is a "person served." Their identity, records, and services cannot be disclosed without criminal exposure	Offshore team member who mentions a specific case in any external communication has potentially committed a California misdemeanor
§ 18 INDEMNIFICATION	Vendor holds County harmless from all claims; obligation exists even with concurrent County negligence	AI-generated PSI report contributing to a sentencing error and a civil rights claim triggers vendor indemnification	Not insurable under standard general liability. Cyber liability and E&O are the coverage types that protect against AI-generated content errors
§ 25 WORKS MADE FOR HIRE	All deliverables are County property; all IP assigned to County	Custom templates, workflow configurations, and training data derived from the engagement become County property at contract end	Vendors who plan to reuse Contra Costa-specific configurations across other engagements need a licensing agreement before contract end

3.4 OCI Analysis

Organizational conflict of interest exposure exists if a vendor or their subcontractors have any financial relationship with the County's existing CMS vendors (Tyler, Tiburon, Odyssey). If the AI platform vendor has a referral arrangement, integration partnership, or revenue-sharing agreement with one of these CMS providers, the County could view the vendor's CMS recommendation or integration approach as conflicted. **Disclose any such relationships proactively under § 15.**

OCI also exists if any vendor personnel previously worked for Contra Costa County Probation Department or Purchasing Services within the past 12 months. Analyze your team against the Government Code 1090 standard before submitting.

3.5 NDA and Teaming Framework

§ 16 of the General Conditions establishes the confidentiality framework governing this contract. The restriction covers the identity of persons served, their records, and the services provided. For the offshore team, this means the NDA between the U.S. Prime and the offshore provider must explicitly: (1) define "confidential information" to include all criminal justice case data and the identity of any Contra Costa County probationer, (2) prohibit any offshore team member from discussing specific cases in any communication channel — including internal messaging — outside a secured, encrypted environment, (3) require immediate notification to the U.S. Prime if any accidental disclosure occurs, (4) bind the offshore team to California law and accept Contra Costa County courts as jurisdiction for any breach claim.

3.6 Protest Risk

Protest grounds a losing bidder could assert: (1) evaluation criteria applied inconsistently if one vendor was scored differently on technical competency than another for comparable capabilities; (2) BAFO process was misused if not all eligible vendors were invited; (3) winning vendor has an undisclosed conflict of interest under § 15. **To reduce protest exposure:** apply evaluation criteria consistently and document scoring decisions; if a BAFO round is called, invite all finalists above a defined threshold; ensure your proposal discloses all relationships that could be perceived as conflicts. Losing vendors have **5 business days from Notice of Intent to Award** to file.

Legal Do's and Don'ts

#	LEGAL AREA	DO	DON ' T
1	Subcontract Disclosure	Disclose offshore team in proposal and seek County approval pre-award	Don't engage offshore post-award without written County consent · material breach · contract termination
2	Confidentiality	Use encrypted, access-controlled channels for all case-related communication	Don't discuss case data in unsecured channels · California misdemeanor for individuals · contract breach for entity
3	CJIS Compliance	Complete CJIS background checks and signed Addendum before any system access	Don't allow any personnel to access the live system before CJIS clearance · CJIS violation · potential loss of all criminal justice contracts nationally
4	Direct Contact	All pre-award communication through the official solicitation portal	Don't contact Des Gebre, Probation staff, or any County employee directly · disqualification per § I.G
5	Works Made for Hire	License any County-specific IP you intend to reuse before contract end	Don't transfer County deliverables to other clients without written County consent · IP theft claim · breach of § 25

#	LEGAL AREA	DO	DON ' T
6	Indemnification	Carry E&O / professional liability and cyber liability insurance	Don't rely solely on general liability for AI content error claims · uncovered indemnification surviving contract end
7	Records Retention	Build 5-year retention into the data architecture from day one	Don't delete any contract records within 5 years of final payment · federal audit rights still apply

§ 4 · MASTER COMPLIANCE CHECKLIST

Twenty checks, *scored or pass/fail.*

#	EXACT REQUIREMENT	RFP SECTION	PASS/FAIL OR SCORED	PROPOSAL ACTION
1	Submit proposal electronically by May 29, 2026, 3:00 PM PST	§ III.B	Pass/Fail	Upload completed package before 2:30 PM PST on May 29 to allow for upload time
2	Provide signed cover letter from authorized representative	§ III.A.a	Pass/Fail	Include as first page; authorized officer must physically sign
3	Technical narrative max 15 pages · min 12-point font	§ III.A.b	Pass/Fail (disqualification if exceeded)	Count every page including tables and graphics; do not rely on appendices
4	Submit Exhibit A · Statement of Experience	§ III.A.c	Pass/Fail	Complete all sections A–N; include years under current and prior names; list key personnel
5	Submit Exhibit B · Proposal Price with all six line items	§ III.A.d · § VI.C	Pass/Fail	Price all 6 categories · annual summary required per § VI.A
6	Submit Exhibit C · min 3 customer references (government agencies)	§ III.A.e · § III.C	Scored	Use government agency references; complete contact info; services comparable in scope
7	Submit Exhibit D · Anti-Collusion Statement, signed	§ III.A.f · § III.M	Pass/Fail	Authorized officer signature required; certifies independent pricing
8	Submit Exhibit E · Business Opportunities Registration Form	§ III.A.g	Pass/Fail	Complete all sections including SBE/MBE/WBE/DBE/DVBE/LBE classification; sign and date
9	Submit Attachment A · Addendum Acknowledgement, signed	§ III.A.h · § I.H	Pass/Fail (non-response = non-responsive)	Initial each addendum received; if none issued, submit blank with firm information completed
10	Submit federal, state, and local permits and licenses	§ III.A.i · § III.D	Pass/Fail	California business license · applicable professional licenses · Contra Costa County permits if required
11	Submit Certificate of Insurance with Endorsement Letter	§ III.A.j	Pass/Fail	Endorsement must name County as additional insured; coverage limits per § 19 thresholds
12	Minimum 2 years experience in AI report-writing and documentation automation	§ II.A	Pass/Fail	Demonstrate with dated project references; "years in business" alone is insufficient
13	Demonstrate CJIS Security Policy compliance capability	§ IV.F.1	Scored (security criterion)	Describe CJIS-compliant architecture · confirm signed Addendum process at award · background check process
14	SOC 2 Type II certification	§ IV.F.3	Pass/Fail (mandatory)	Current audit report or confirm active audit participation with expected completion date

#	EXACT REQUIREMENT	RFP SECTION	PASS/FAIL OR SCORED	PROPOSAL ACTION
15	Provide turnkey, production-ready solution	§ II.E	Pass/Fail	Platform must exist and be deployable at contract start; describe existing deployments
16	Acknowledge and adhere to Piggybacking provision (Yes or No required)	§ I.F	Scored	Check Yes or No explicitly; no response looks like an oversight
17	Accept FFP pricing · prices firm for full contract duration	§ VI.C	Pass/Fail	Do not include price escalation clauses or CPI adjustments — conflicts with FFP
18	Confirm capability to invoice annually	§ VI.A	Pass/Fail	State explicitly in Exhibit B or cover letter that annual invoicing is acceptable
19	Transparent and scalable pricing structure across all six Exhibit B categories	§ VI.C	Scored	Each pricing category must be independently legible; do not bundle
20	Describe enhancement request process · SLAs for new report types · UAT framework	§ IV.I.3	Scored	Be specific: estimated timelines for simple vs complex template development · define UAT

5.1 Requirement-by-Requirement Analysis

Generative report writing from multiple data types (§ IV.A). The system must ingest field notes, voice dictations, interview transcripts, and external reference documents simultaneously and synthesize a coherent narrative. The vendor must have a production data ingestion pipeline that handles unstructured audio, unstructured text, and semi-structured documents without human normalization. The proposal must describe this pipeline specifically: what formats are accepted, what the output format is, and how the system handles conflicting information from multiple inputs.

Mandated documentation types (§ IV.A). PSI reports, bail studies, chronological case notes, contact summaries, violation petitions must be natively supported at go-live. Demonstrate these document types exist in the platform today. Do not describe them as roadmap items. The oral presentation, if invited, should include a live demonstration using a synthetic (non-real) probationer case.

Human-in-the-loop with audit logs (§ IV.A). Officer-editable drafts with complete audit trails. The audit log must capture: who generated the draft, what source data was used, every edit made by the officer, and the final state submitted to the CMS. This log must be exportable and searchable for compliance review.

Behavioral and qualitative analysis (§ IV.A). The conversational AI must analyze motivational interviewing transcripts to assess client responses. This is clinical decision support functionality. The vendor must clarify whether the system provides structured scores, narrative summaries, or flag-based outputs, and must describe the validation evidence for the accuracy of these assessments.

CJIS compliance (§ IV.F.1). Encryption in transit and at rest; advanced authentication; audit logging; signed CJIS Addendum; background checks. The vendor must have a documented CJIS compliance program that applies to every system, every employee, and every subcontractor with logical or physical access to CJIS data. **If the vendor has never operated in a CJIS environment before, this contract is not the place to learn.**

5.3 Evaluator Mindset

The technical competency committee member from Probation Department will read the proposal looking for one thing: does this vendor understand what a probation officer actually does? Generic descriptions of "AI-powered document automation" will not impress someone who spends their day writing PSI reports and managing a caseload. Show specific understanding of: the difference between a PSI report and a violation petition (different audiences, different legal standards, different formatting requirements), the CJIS restrictions that govern how probation data can be handled, and the officer safety context that makes the mobile application's real-time warrant and hazard flag features critical.

The Purchasing Services evaluator will read the proposal looking for compliance completeness and pricing transparency. They will compare your Exhibit B line items against the RFP's § VI structure and note any gaps. They will check that your Exhibit A is fully completed and your references are government agencies. They will verify the COI endorsement names the County as additional insured. **They will not give you the benefit of the doubt if something is missing** — they will score it as non-responsive on that element.

The cost evaluator will look at total 2-year cost, annual breakdown, and the transparency of the pricing model. Vendors who bundle everything into a single annual fee invite skepticism. Vendors who provide a clear per-line-item breakdown with defined unit pricing for usage-based elements demonstrate cost discipline and transparency.

5.4 Technical Approach Structure

Recommended technical narrative outline for the 15-page limit:

1 Cover Letter (not counted).

Executive summary of qualifications · 1 page.

2 Understanding of Requirements (2 pages).

Demonstrate command of the criminal justice context. Reference specific document types, CJIS requirements, the 40–50% administrative burden problem. Show the evaluator that you have read the solicitation carefully.

3 Proposed Solution Architecture (3 pages).

Platform · data ingestion pipeline · AI model architecture (RAG, fine-tuning, prompt-based) · CMS integration · closed-system design. Simple architecture diagram if it fits.

4 Security and Compliance (2 pages).

CJIS compliance program · SOC 2 Type II status · data residency · encryption standards · background check process. Cite specific standards.

5 Implementation and Project Management (2 pages).

Implementation plan including pilot approach · parallel testing · co-design workshop plan · go-live timeline. Name the dedicated PM.

6 Training and Change Management (1 page).

Specific training deliverables · modalities (in-person, virtual) · ongoing support model.

7 Scalability and Future Enhancements (1 page).

Extensible configuration engine · SLAs for new report types · UAT framework per § IV.I.

8 Company Experience and References (2 pages).

2–3 comparable criminal justice deployments · reinforce with Exhibit C references · metrics where available.

9 Key Personnel (1 page).

Names and qualifications for PM, technical lead, training lead · point to Exhibit A § L for full detail.

Total: 14 pages, leaving one page of buffer for tables and formatting.

5.5 Technical Do's and Don'ts

DO	DON'T / CONSEQUENCE
NAME THE SPECIFIC CMS PLATFORMS YOU HAVE SUCCESSFULLY INTEGRATED WITH	Don't claim CMS integration without naming platforms · evaluators know which systems Probation uses
DESCRIBE THE HALLUCINATION PREVENTION MECHANISM TECHNICALLY (§ IV.C)	Don't say "minimizes hallucination" · say "requires the AI to cite the source document and section for every factual claim"
PROVIDE SOC 2 TYPE II AUDIT REPORT OR A DEFINITIVE COMPLETION DATE (§ IV.F.3)	Don't describe SOC 2 compliance as "in progress" without a completion date · reads as a gap to the security evaluator
PROPOSE SPECIFIC, NAMED KEY PERSONNEL IN EXHIBIT A § L	Don't list "TBD" personnel · County evaluates assigned personnel experience as a separate criterion
DISTINGUISH THE AI'S ROLE FROM THE OFFICER'S ROLE CLEARLY (§ IV.A · HUMAN-IN-THE-LOOP)	Don't describe the system as "automatically filing documents" · contradicts the human-in-the-loop requirement

\$325K low, \$580K mid, \$950K high.

6.1 Pricing Model Required

Exhibit B requires prices in six line items: (1) Implementation & Integration, (2) Usage-Based Pricing, (3) Training, (4) Subscription, (5) Customization & Professional Services, (6) Support & Maintenance. All prices must be Firm Fixed Price for the contract duration per § VI.C. Annual invoicing is confirmed per § VI.A. Provide a 2-year summary broken into Year 1 and Year 2 costs.

6.2 Budget Intelligence and Solicitation-Derived Estimate

No budget is stated. The six categories in Exhibit B are the County's cost structure — they represent how the County's finance team will process and approve payments. Price each category independently and transparently.

EXHIBIT B LINE ITEM	LOW (\$)	MID (\$)	HIGH (\$)	KEY DRIVER
1. Implementation and Integration	75,000	120,000	200,000	CMS complexity · security hardening depth
2. Usage-Based Pricing (Y1 + Y2)	0–20,000	20,000–60,000	60,000–120,000	Report volume · API calls · user count
3. Training	20,000	40,000	60,000	Number of officers · in-person vs virtual · materials
4. Subscription (Y1 + Y2)	160,000	300,000	500,000	License tier · number of users · feature set
5. Customization & Professional Services	30,000	60,000	100,000	Template count · co-design workshop hours
6. Support and Maintenance (Y1 + Y2)	40,000	60,000	90,000	SLA tier · 24/7 vs business hours
TOTAL 2-YEAR RANGE	~325,000	~580,000	~950,000+	Analyst estimates

6.6 Price-to-Win Analysis

The evaluation criteria list Cost as criterion #5 of 6, after company qualifications, project understanding, technical competency, and personnel experience. Cost is not the top-weighted criterion by position, but the County reserved a BAFO right — which signals they care about cost enough to negotiate. The practical scoring implication: **a vendor who scores above average on criteria 1–4 and comes in 10–15% below the median on cost will likely win.** A vendor who

scores highest on technical competency but prices 25% above the median faces a real risk of losing to a BAFO-eligible competitor who is technically comparable.

Target price range: \$450,000–\$650,000 (2-year total), with Year 1 front-loaded for implementation recovery and Year 2 normalized to recurring costs. Below \$350,000 likely signals under-resourcing. Above \$750,000 invites aggressive BAFO pressure.

6.8 Specific Pricing Mistakes for This RFQ

1 **Bundling all costs into a single annual subscription.**

The County's Exhibit B has six separate line items. An undifferentiated price fails the transparency test and confuses the cost evaluator.

2 **Pricing training at zero or folding it into implementation.**

Training is a scored evaluation criterion. An unpriced or \$0 training line suggests the vendor has not thought through the change management requirement.

3 **Offering price escalation clauses.**

§ VI.C requires firm fixed prices for the contract duration. A CPI escalation clause or "subject to renewal pricing" note in Exhibit B creates a compliance failure.

4 **Leaving the usage-based pricing line blank or stating "TBD."**

The County needs to understand their cost exposure for the full contract term. Provide a price per report generated, an estimated annual volume, and cap the annual liability.

5 **Underpricing support to win on total cost.**

CJIS environments require rapid response to security incidents. A support SLA without 24/7 incident response for security events is a CJIS compliance risk, not just a service quality issue.

Six criteria, *unweighted by design.*

CRITERION	WEIGHT	WHAT A WINNING PROPOSAL DOES	WHAT A LOSING PROPOSAL DOES
1. COMPANY QUALIFICATIONS & EXPERIENCE	Unstated	Names specific criminal justice AI deployments with dates, client names, outcomes · Exhibit A § D shows 3+ relevant projects in last 5 years	Claims "experience in government AI" without naming criminal justice clients · uses healthcare or financial services references
2. PROJECT UNDERSTANDING · METHODOLOGY · APPROACH	Unstated	Demonstrates understanding of the 40–50% admin burden · names the specific document types · pilot-first implementation with parallel testing	Generic "AI document automation" terms · no probation-specific workflows · waterfall implementation with no pilot
3A. FUNCTIONAL CAPABILITIES	Unstated	Specific examples of multi-data-input synthesis · existing PSI and violation petition templates · multi-format output	Feature-list level without examples · templates "to be configured" post-award
3B. AI PERFORMANCE AND ACCURACY	Unstated	Accuracy metrics from comparable deployments · hallucination prevention architecture technically described · confidence indicators in demo	"Industry-leading accuracy" without data · no hallucination risk addressed · no source citation
3C. INTEGRATION AND INTEROPERABILITY	Unstated	Names Tyler, Tiburon, and/or Odyssey as previously integrated · CJIS-compliant API documentation · SSO and AD integration described	"Enterprise API integration capability" without naming systems · no CJIS API compliance described
3D. SECURITY AND COMPLIANCE	Unstated	SOC 2 Type II audit report · CJIS Addendum process described · FedRAMP equivalence mapping · pentest summary provided	SOC 2 "in progress" · CJIS generic · no pentest documentation
3E. USABILITY AND UX	Unstated	Officer dashboard screenshots · training program specifics · user adoption metrics from comparable deployments	"Intuitive interface" without screenshots · training as "on-site and virtual sessions" with no detail
4. PERSONNEL EXPERIENCE	Unstated	Named PM with criminal justice tech experience · technical lead with CJIS credentials · all key personnel in Exhibit A § L	"TBD" personnel · PM with no criminal justice tech background
5. COST	Unstated	Transparent six-category Exhibit B · annual breakdown · usage-based rates defined with annual cap · within \$450K–\$650K range	All-inclusive bundled price without category breakdown · no usage rate definition · price significantly above/below range
6. CLIENT REFERENCES	Unstated	Three government agency references with complete contact info · services comparable in scope · references reachable and positive	Private sector references · incomplete contact info · services not matching AI report-writing scope

§ 8 · SUBMISSION REQUIREMENTS

CRITICAL DEADLINE

May 29, 2026 · NO LATER THAN 3:00 PM PST. Electronic submission only · no fax · no email · no exceptions. Late submittals are automatically rejected. Technical support: (800) 835-4603. Questions deadline: May 22, 2026 · 3:00 PM PST.

8.2 Required Documents Checklist

#	DOCUMENT	MANDATORY	FORMAT	WHERE IT GOES
1	Cover Letter (signed by authorized rep)	Yes	PDF / Word	First document of submission package
2	Technical Proposal Narrative · max 15 pages · min 12pt font	Yes	PDF	Main proposal document
3	Exhibit A · Statement of Experience (§§ A–N)	Yes	PDF / Word	Exhibit attachment
4	Exhibit B · Proposal Price (all 6 line items · authorized signature)	Yes	PDF / Word	Exhibit attachment
5	Exhibit C · Customer References (min 3 government agencies)	Yes	PDF / Word	Exhibit attachment
6	Exhibit D · Anti-Collusion Statement (signed in ink)	Yes	PDF	Exhibit attachment
7	Exhibit E · CCC Business Opportunities Registration Form	Yes	PDF	Exhibit attachment
8	Attachment A · Addendum Acknowledgement (signed · initials per addendum)	Yes	PDF	Attachment
9	Federal, State, and Local Licenses and Permits	Yes	PDF copies	Supporting documents
10	Certificate of Insurance with Endorsement Letter (County named as additional insured)	Yes	PDF	Supporting documents
11	SOC 2 Type II Audit Report or participation confirmation	Yes (mandatory)	PDF	Supporting documents or referenced in narrative

8.4 Amendment Tracking

Monitor for all amendments from May 1, 2026 through May 29, 2026. When an amendment is issued, download it immediately, update your proposal to reflect any changed requirements, and initial the new addendum number in Attachment A. **Failure to acknowledge any issued amendment can make the proposal non-responsive.** Set up email notifications for this solicitation the day you register.

8.5 Strategic Q&A Questions

QUESTION	WHY IT MATTERS	ANSWER THAT CHANGES PROPOSAL STRATEGY
CAN THE COUNTY IDENTIFY THE SPECIFIC CMS DEPLOYED BY THE PROBATION DEPARTMENT, AND WHETHER API DOCUMENTATION IS AVAILABLE?	Integration complexity and cost depend entirely on CMS type. A county-built legacy system costs more to integrate than Tyler or Odyssey	If the answer is custom-built or unsupported legacy, increase implementation pricing by 30–40% and flag the timeline risk
DOES THE COUNTY HAVE AN ESTIMATED NUMBER OF ACTIVE PROBATION OFFICERS, OR AN EXPECTED REPORT VOLUME?	User count and report volume drive subscription and usage-based pricing. Without this, Exhibit B is speculative	If user count exceeds 100 or report volume exceeds 5,000/month, the subscription line increases materially
WILL THE COUNTY DEFINE QUANTITATIVE ACCURACY BENCHMARKS AND THE PARALLEL TESTING ACCEPTANCE CRITERIA BEFORE CONTRACT AWARD?	Without defined acceptance criteria, both parties will disagree about when the pilot is complete · highest post-award dispute risk	If the County defines accuracy thresholds, build them into the proposal as committed performance standards
IS THE CONTRACT ANTICIPATED TO BE FUNDED BY FEDERAL OR STATE GRANT FUNDS, AND IF SO, WHAT AUDIT / DBE REQUIREMENTS APPLY?	Federal funding triggers OMB A-133 audit at contractor's expense under § 27 · potentially triggers DBE goals	If federally funded, increase overhead budget for audit compliance · assess whether DBE teaming affects subcontract structure

QUESTION	WHY IT MATTERS	ANSWER THAT CHANGES PROPOSAL STRATEGY
DOES THE COUNTY REQUIRE DATA TO REMAIN WITHIN CALIFORNIA OR WITHIN THE UNITED STATES, OR SPECIFIC DATA RESIDENCY FOR CJIS DATA?	CJIS prohibits international data storage; California-only residency would restrict cloud hosting options	California-only residency may increase infrastructure costs if primary cloud region is not in California

9.1 Recommended Proposal Architecture

Lead the cover letter with your most comparable criminal justice AI deployment, not your company overview. The evaluator's first question is "have they done this before in a probation department?" Answer it in the first paragraph.

Structure the 15-page technical narrative around the evaluation criteria sequence, not the scope sequence. The County evaluates in this order: company qualifications, project understanding, technical competency (5 sub-areas), personnel, cost. Build the narrative in that order so the evaluator does not have to search for content that maps to their scoring rubric.

Put the CJIS and SOC 2 compliance discussion earlier in the technical narrative than feels natural — end of page 4 or start of page 5. Evaluators for criminal justice AI contracts are primed to look for this content. If they reach page 8 and have not seen it, they have already started marking down on security.

9.2 What Wins the Technical Section

Specific criminal justice deployments with named agencies, measurable outcomes (time saved per officer per week, adoption rate, report accuracy rate), and reachable references. The oral presentation, if invited, must include a **live demonstration using PSI report and violation petition templates with synthetic data**. A recorded demo is acceptable if the live system is unavailable for security reasons, but the evaluator must see the actual output quality.

9.3 What Wins the Cost Section

Transparency and structure win the cost section, not the lowest price. A proposal with a clear six-category breakdown, defined unit rates for usage-based pricing, and an explicit annual cap on usage costs will score better than an undifferentiated lower price.

9.5 The Three Most Important Things to Get Right

I **CJIS compliance.**

Any gap in the CJIS compliance narrative — missing signed Addendum process description, no background check protocol, no CJIS-specific encryption description — signals to the evaluator that the vendor does not understand the mandatory compliance framework.

This is the fastest way to lose the security criterion.

2 **Turnkey readiness.**

The proposal must demonstrate the platform exists today for criminal justice use — not that it will be built or configured after award. Named past deployments, current SOC 2 Type II status, and screenshots or demonstration-ready system access.

3 Proposal format compliance.

Proposals that exceed 15 pages, use font smaller than 12pt, omit any exhibit, or fail to sign in ink where required will be scored as non-responsive on those elements. The format compliance check happens before the technical evaluation begins.

9.6 Three Most Common Reasons Proposals Lose This Type of Bid

1 Over-promising on capability without substantiation.

Claiming to support "all criminal justice document types" without naming them and showing examples reads as a sales claim, not a technical assurance.

2 Pricing without cost element transparency.

Bundled pricing that does not allow the County to understand what they are paying for each year fails the transparency test.

3 Generic references that are not comparable.

A healthcare EHR implementation is not a comparable reference for a criminal justice AI report-writing contract. The evaluator knows the difference.

9.7 Discriminators

Three factors separate the winning proposal from second place in this specific solicitation:

First: a named comparable probation department deployment with documented time savings. If a competitor names Sacramento County Probation as a client and you can name Alameda County Probation, you have demonstrated the same credibility and compete on cost. If you cannot name any probation department, you are competing against someone who can — at a structural disadvantage.

Second: the hallucination prevention architecture. The County's requirement for enforced source citation is specific and technically demanding. A proposal that describes this technically — RAG with mandatory citation, confidence scores, source-grounded output — differentiates from a proposal that says "our AI is accurate." Technical specificity signals genuine capability.

Third: the co-design track record. Vendors who can describe specific prior co-design engagements (workshops held, workflow maps produced, document types discovered and automated) score higher on the methodology criterion than vendors who describe a generic requirements gathering process.

9.8 Task Split · Offshore vs U.S. Prime

U.S. PRIME
MUST OWN

OFFSHORE CAN EXECUTE (PRE-AWARD)

ALL DIRECT
COMMUNICATION
WITH COUNTY
BEFORE,
DURING, AND
AFTER BID

Full RFP analysis and compliance matrix

ALL EXHIBIT
SIGNATURES (A,
B, C, D, E)

Technical narrative drafts (sections 2-8 of recommended structure)

SUBMISSION ·
U.S. PRIME
ACCOUNT ONLY

Pricing research and Exhibit B worksheet structure

GO/NO-GO
DECISION AND
FINAL PRICING
APPROVAL

Compliance checklist verification against all 20 items

COVER LETTER
AND AUTHORIZED
REPRESENTATIVE
CERTIFICATION

Q&A question drafts for U.S. Prime review before submission

ALL POST-AWARD
DELIVERY ROLES
PENDING COUNTY
SUBCONTRACT
APPROVAL

Competitor research and market intelligence on other bidders

10.1 Legal Basis

The solicitation contains no explicit prohibition on offshore involvement. § III.J of the RFP and General Conditions § 13 both require prior written County consent before entering any subcontract for work contemplated under the contract.

Pre-award proposal support is not a subcontract obligation — it is performed before contract award and does not require County approval. **Post-award involvement of offshore personnel requires formal subcontract approval from the County.**

10.2 Hard Limits

The offshore team may never:

- 1 Contact Des Gebre, any Probation Department staff, or any Contra Costa County employee at any stage — disqualification per § I.G
- 2 Submit any document on behalf of the U.S. Prime
- 3 Handle, store, or process any actual County criminal justice case data — CJIS prohibits this
- 4 Represent themselves as the prime or affiliated with the prime in any communication
- 5 Receive CJIS-regulated information without obtaining CJIS clearance through the proper channel

10.3 NDA Requirements

The NDA between the U.S. Prime and offshore provider must include: (1) explicit coverage of California Public Records Act-protected information; (2) definition of "confidential information" to include the identity of any person served by the Probation Department; (3) prohibition on disclosure in any unapproved channel; (4) California law as governing law, Contra Costa County courts as jurisdiction; (5) five-year records retention obligation mirroring General Conditions § 3; (6) immediate notification requirement for any potential breach; (7) provision that the NDA survives contract termination indefinitely for confidentiality obligations arising from criminal justice data.

10.4 Subcontract Agreement Structure

Per General Conditions § 13, the subcontract between the U.S. Prime and offshore provider must be submitted for County approval before the offshore team performs any post-award work. The subcontract must include: scope of work limited to County-approved activities; 5-year records retention; CJIS compliance obligations including signed CJIS Addendum and background checks for any personnel accessing the system; confidentiality obligations mirroring § 16; indemnification running from the offshore provider to the U.S. Prime for any breach caused by the offshore team.

10.5 Data Classification

DATA TYPE	OFFSHORE	U.S. PRIME ONLY	HANDLING REQUIREMENT
RFP AND SOLICITATION DOCUMENTS	Yes	No	Standard document handling; no special restriction
PRICING RESEARCH AND MARKET DATA	Yes	No	Secure file-sharing environment; do not commingle with County data
PROPOSAL DRAFT CONTENT (NO COUNTY-SPECIFIC DATA)	Yes	No	Review and certification by U.S. Prime before submission
ACTUAL PROBATIONER CASE DATA (POST-AWARD)	Never	Yes	CJIS prohibits international access to criminal justice information — no exceptions
COUNTY SYSTEM CREDENTIALS OR API KEYS	Never	Yes	Never share system access credentials with offshore team under any circumstances
SOC 2 OR CJIS AUDIT DOCUMENTATION	No	Yes	Contains security architecture details; restrict to cleared U.S.-based personnel

10.6 Communication Protocol

The offshore team communicates only with the U.S. Prime. Never with the County, never with Probation Department staff, never with customer service on the prime's behalf. The U.S. Prime owns all communication channels. **Any direct offshore-to-County communication — even a technical support question to the helpline — violates the correspondence requirement in § I.G.** Disqualification risk is real.

10.7 Offshore Pre-Bid Work Package

I Work Package 1 · Solicitation Analysis.

Deliverable: compliance matrix. Complete the master compliance checklist in § 4. Map every SHALL and MUST requirement to a specific proposal section. Flag any requirement where the U.S. Prime team needs to make a go/no-go decision.

2 Work Package 2 · Technical Narrative Drafts.

Deliverable: Word document, sections 2–8 of the recommended structure. Maximum combined length: 12 pages (leave 3 pages for U.S. Prime cover letter and key personnel sections).

3 Work Package 3 · Exhibit B Pricing Research.

Deliverable: pricing research memo + formatted Exhibit B worksheet. Research comparable California county AI contract values. Build Exhibit B with the six line-item structure, recommended price ranges, leave pricing cells for U.S. Prime final decision.

4 Work Package 4 · Q&A Question Drafts.

Deliverable: five draft questions with rationale. Prepare the five strategic Q&A questions in § 8.5 in final submission form. U.S. Prime reviews, approves, and submits before May 22 deadline.

5 Work Package 5 · Compliance Cross-Check.

Deliverable: go/no-go compliance memo. Before the U.S. Prime finalizes the proposal package, run the completed draft against all 20 checklist items in § 4. Flag any gaps. Document completion status for each item.

11.1 Transition-In Sequence

1 Week 1.

Assign dedicated project manager · execute CJIS Addendum signing process · begin background check enrollment for all personnel requiring system access · schedule kickoff with County Probation Department project team.

2 Weeks 2–4.

Complete system configuration and security hardening · initiate active directory and SSO integration with County IT · begin co-design requirements workshops with probation officer SMEs.

3 Month 2.

Complete CMS integration in test environment · begin parallel testing of report generation accuracy against County-provided test cases · deliver initial training materials for review.

4 Month 3.

Pilot launch with selected units · collect officer feedback · refine template configurations based on workflow mapping · complete parallel testing sign-off.

5 Months 4–5.

Full deployment · in-person and virtual training delivery · helpdesk support activation · administrative dashboard configuration for County analytics needs.

11.3 Offshore Involvement Post-Award

The offshore team may not perform any post-award work without County written approval of the subcontract per § III.J. The approval request must describe the specific scope of offshore involvement, the CJIS compliance measures that apply, and the data handling restrictions. **Submit this request with the proposal or in the first week of contract performance to avoid delays.** If approval is denied, all post-award delivery reverts to U.S. Prime staff at the pricing already committed.

11.4 Reporting and Invoicing

Weekly or biweekly progress briefings to County project manager in the format agreed at kickoff. Annual invoicing per § VI.A. Invoice must identify: contract number (RFP_F-CONTR-000000220 or resulting contract number), billing period, services delivered against each Exhibit B line item, and cumulative contract value. Under General Conditions § 4, any document submitted to County with a value over \$5,000 must include a separate section listing all subcontracts and their dollar amounts.

Thirteen risks, *with mitigations and owners.*

#	RISK	LIKELIHOOD	IMPACT	MITIGATION	OWNER
1	CJIS background checks delayed beyond implementation timeline	High	High	Begin fingerprint enrollment immediately upon award · build 90-day clearance buffer	U.S. Prime PM
2	Legacy or custom CMS requires unanticipated integration work	Medium	High	Submit Q&A question about CMS type before May 22 · include contingency pricing	Technical Lead
3	County exercises BAFO and demands 20%+ price reduction	Medium	High	Identify margin-flexible cost elements before submission · do not cut training or support	Capture Manager
4	County denies offshore subcontract approval after award	Low-Med	High	Price proposal so it is deliverable without offshore post-award · disclose in proposal	U.S. Prime Principal
5	Hallucination in AI-generated PSI report creates legal claim	Low	Very High	Enforced source citation · officer review before submission · E&O + cyber insurance	Technical Lead
6	SOC 2 Type II audit not complete by proposal submission	Medium	High	Written confirmation of audit participation · expected completion date · controls in place	Compliance Lead
7	Funding cessation terminates contract mid-implementation	Low	Very High	Front-load implementation cost recovery in Y1 pricing · clarify funding in Q&A	Finance
8	Proposal exceeds 15-page limit after final edits	Medium	High	Count pages at each draft review · assign editor to enforce limit · no padded appendices	Proposal Manager
9	Technical failure during submission	Low	Very High	Target submission no later than 1:00 PM PST on May 29 · call (800) 835-4603 if needed	Proposal Manager
10	Competing vendor has lower price with equivalent CJIS credentials	High	High	Differentiate on depth of criminal justice deployment · accept \$450K–\$650K range	Capture Manager
11	Offshore team member makes direct contact with County personnel	Low	Very High	Brief offshore team in writing before any pre-bid work · confirm understanding in writing	U.S. Prime PM
12	Acceptance criteria dispute delays full-deployment payment	Medium	High	Submit Q&A requesting defined accuracy benchmarks · propose UAT framework · get criteria in writing	U.S. Prime PM
13	What-if scenarios in pricing (BAFO 20% cut · split award · custom CMS)	Mixed	Variable	Pre-stress-test each scenario in go/no-go memo · know your floor price before submitting	Capture Manager

CJIS is *the price of entry*.

CJIS compliance is not a feature, it is the price of entry for this contract. Every vendor who reaches the evaluation stage will claim CJIS compliance. The vendors who score higher on the security criterion are the ones who demonstrate *how* their CJIS compliance works, not just that it exists.

Three technical differentiation points for the security evaluation:

First, describe the CJIS Addendum process specifically — who signs it, when, through which California DOJ channel, and what the average clearance timeline is based on your prior engagements. An evaluator who has never worked through this process will appreciate the specificity.

Second, describe your incident response process for a security event in a CJIS environment — who is notified, in what order, within what timeframe. The CJIS Security Policy mandates specific incident reporting requirements; showing you know these requirements without being asked is a signal of genuine compliance.

Third, provide your most recent penetration testing executive summary as a proposal attachment. Label it clearly and limit it to the executive summary, not the full technical report with vulnerability details.

The "**closed system**" requirement (§ I.C) is an architectural constraint that eliminates several popular AI platforms from competition. Any vendor whose core product calls OpenAI, Anthropic, or any external API at inference time cannot meet this requirement without a fundamental architectural change. If your platform is built on an externally-hosted model, you must describe a compliant architecture that isolates County data from the external model. Air-gapped or on-premises LLM deployment is one approach; a County-specific dedicated instance with no data sharing is another.

Training is a *separate line item*.

Training is listed as a separate Exhibit B line item, which means the County is tracking training cost independently. This signals the County considers training a significant standalone deliverable, not just a product feature. **Vendors who price training at zero or fold it into implementation create a cost transparency problem and undersell the change management challenge.**

The training scope in § IV.D.3 requires in-person and virtual delivery, user training materials, quick-reference guides, and onboarding modules. For a county probation department, in-person training matters — probation officers are not always comfortable with new technology, and some will not be reachable through virtual-only formats. Describe the in-person training plan specifically: number of sessions, location (County facility or remote), trainer qualifications, and the support model for officers who need follow-up after initial training.

The **change management element** embedded in the training requirement is the harder challenge. Officers who currently type field notes on a keyboard at the end of their shift are being asked to trust AI to generate court-ready drafts. The resistance to this change is predictable and human. Winning proposals describe specific change management strategies — officer champions, phased adoption, feedback loops from pilot participants to inform training refinements — rather than just listing training deliverables.

DISCLOSURE

One engagement. *Internal use only.*

This Tender Insight consolidates BronzeKeel's strategic analysis of publicly-available RFP information for the named Prime's pursuit of RFP F-CONTR-0000000220. All analyst assessments are derived from the source RFP and BronzeKeel's published capture economics. Independently verify before bid submission. The information herein creates no contractual obligation, endorsement, or guarantee.

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