



California Labor and Workforce Development Agency
ASSESSMENT FOR CALIFORNIA WORKFORCE RELATED BUSINESS
SYSTEMS WITHIN THE LABOR & WORKFORCE DEVELOPMENT AGENCY

INFORMATION TECHNOLOGY BRANCH
REQUEST FOR OFFER (RFO) No. 62040
for
INFORMATION TECHNOLOGY CONSULTING SERVICES

California Multiple Award Schedule (CMAS)

December 21, 2020

This page intentionally left blank

INVITATION

You are invited to review and respond to this Request for Offer (RFO) No. 62040 for Information Technology (IT) Consulting Services. To submit an offer for these services, you must comply with the instructions contained in this document as well as the requirements described in the State's Statement of Work (SOW), Exhibit A. Please read the enclosed document carefully. By submitting an offer, your firm agrees to meet the requirements, terms and conditions stated in this RFO and the Respondents' IT California Multiple Award Schedule (CMAS) Agreement.

Purpose: Working in collaboration with the Labor and Workforce Development Agency (LWDA), the Employment Development Department (EDD) is issuing this RFO to acquire the professional services of a technical Contractor to assess current business systems supporting specific workforce programs within the LWDA and to make recommendations on a future platform that can span the various LWDA organizations. The EDD Information Technology Branch (ITB) seeks a team with experience and knowledge of the process outlined in this RFO to successfully complete the tasks and deliverables described in the Scope of Work, Exhibit A. The CMAS services resource classification(s) suggested for this effort are: Two (2) Principle Analysis/Project Coordinators.

Proposed Term and Amount: The contract term shall begin on February 15, 2020 or upon final approval for an initial twelve (12) months after execution of the contract. The State may, at its sole option, elect to extend the contract for time only up to one (1) additional year for the purposes of completing all deliverables listed in the original Contract and shall not be denied by the Contractor. The State is not obligated to use all or part of this option. Based on market research, the anticipated funding limit for these services, including amendments, is \$550,000.00. Offers that exceed this amount will not be considered.

Procurement Method: To be considered for this RFO, the Respondent must hold a current IT Consulting Services California Multiple Award Schedule (CMAS) contract issued by the State of California Department of General Services (DGS) and provide a complete copy with the response. Responses to this RFO will be reviewed and an award, if made, will be based on the "best value" evaluation method Public Contract Code Section 12101.5(d)(3). However, this RFO does not constitute a commitment by the EDD to make a contract award.

Disabled Veteran Business Enterprise (DVBE) Participation requirements are waived for the purposes of this RFO.

Key Action Dates: Listed below in Table 1 are the key activities, dates, and times by which the activities must occur for contract consideration for this RFO. If the State finds it necessary to change any of these dates, it will be accomplished via an Addendum to this RFO. All dates after the submission of the RFO responses are projected only and may be adjusted as conditions indicate, without a formal RFO Addendum.

All Offers must be received by the dates and times specified in this section. Offers will be checked for the presence of all required information, in conformance with the requirements of this RFO. The EDD will deem Offers that do not have the required information as non-responsive, and this may be cause for rejection.

Table 1 – Key Action Dates

	KEY ACTIVITIES	DUE DATES
A.	Release of RFO:	<i>December 21, 2020</i>
B.	Last Day to Submit Questions*:	<i>January 11, 2021 by 2:00 p.m.</i>
C.	EDD Response to Written Questions:	<i>January 15, 2021</i>
D.	Offer Submission Due Date:	<i>January 22, 2021 by 2:00 p.m.</i>
E.	Evaluation of Offers:	<i>January 25-27, 2021</i>
F.	Proposed Dates for Interviews**:	<i>February 5, 2021</i>
G.	Contract Award Announcement:	<i>February 12, 2021</i>
H.	Contract Start Date*:	<i>February 15, 2021</i>

*All dates after the Last Day to Submit Questions are tentative and may be subject to change without Addendum.

**At its sole discretion, the EDD and LWDA may conduct interviews of Offerors to determine “best value”. The State reserves the right to limit interviews to the firms that submit the top three qualified offers.

Email Delivery: Offers must be received by the Offer Submission Due Date and Time indicated in Key Action Dates. The EDD will not consider nor be responsible for any Offers that are not delivered by the date and time indicated in the Key Action Dates. Offers must be submitted electronically via email to the Procurement Official listed below with “**EDD RFO No. 62040**” in the Subject Line. The Respondent must provide one (1) PDF file of the entire Offer excluding the Cost Table and one (1) PDF of the Cost Table as a separate file.

Email	BOPSDContractsExternal@edd.ca.gov
--------------	--

Other Delivery Methods: Mail one (1) Master Copy (clearly marked), five (5) copies, one (1) copy of the Cost Proposal (in a separate envelope), and one (1) USB Flash Drive of the RFO response clearly labeled “**EDD RFO No. 62040**” to the address indicated in the table below.

1	<u>Regular Mail</u>	Employment Development Department 722 Capitol Mall, Room 2071 Sacramento, CA 95814 Attn: Michelle “Shelly” Green, MIC 62-C
2	<u>Overnight and/or Express Delivery</u>	Employment Development Department 722 Capitol Mall, Room 2071 Sacramento, CA 95814 Attn: Michelle “Shelly” Green, MIC 62-C

Upon award, all documents submitted in response to this RFO become property of the State of California and will be regarded as public records under the California Public Records Act (PRA), pursuant to Government Code section 6250 et seq.

Questions: All questions regarding the content of this RFO shall be submitted by email only to the Procurement Official, and must be received by the date and time listed in the Key Action Dates, B. Last Day to Submit Questions. Please include the “EDD RFO #58545” in the email subject line and email questions to: Michelle “Shelly” Green at: BOPSDContractsExternal@edd.ca.gov

Questions submitted after the due date will be responded to at the State’s discretion. When review of the questions has been completed, all questions and answers will sent to all firms on the prospective bidder’s list.

TABLE OF CONTENTS

INVITATION	iii
LIST OF ACRONYMS	vii
I. GENERAL INFORMATION.....	1
A. Background.....	1
B. Description of Services	1
C. Contractor Subcontracting Requirement.....	1
D. Availability	2
E. Conflict of Interest and Follow-On Contracts Advisement	2
F. Terms and Conditions.....	2
G. Addenda.....	3
H. Material Deviations	3
I. Interviews	3
J. Public Records Act.....	3
K. Background Investigation	3
L. Use of Face Coverings	4
M. Contractor Minimum Qualifications	4
II. RESPONSE FORMAT	6
A. Instructions to Respondents	6
B. Required Response Content	6
C. Response Guidelines.....	7
D. High Level Scoring Criteria	7
III. RESPONSE CONTENT AND FORMS.....	8
Attachment 1 Required Attachment Checklist	8
Attachment 2 Cover Letter	9
Attachment 3 Company Reference Form	10
Attachment 4 Resource Reference Form	12
Attachment 5 Project Organization, Staff Resume and Qualifications Matrix.....	14
Attachment 6 Narrative Technical Response	19
Attachment 7 Cost Table.....	20
Attachment 8 Payee Data Record (STD. 204)	21
Attachment 9 Certificate of Status – Secretary of State.....	22
Attachment 10 Certification Regarding Lobbying	23
Attachment 11 Disclosure of Lobbying Activities.....	24
Attachment 12 Certification Regarding Debarment.....	26
Attachment 13 California Civil Rights Laws Certification.....	28
Attachment 14 Iran Contracting Act.....	29
Attachment 15 Bidder Declaration	30
Attachment 16 Confidentiality Statement.....	31
Attachment 17 Worker’s Compensation Certification.....	32
Attachment 18 Form 700, Statement of Economic Interests.....	33
IV. EXHIBITS	34

Exhibit A Statement of Work	34
1. PURPOSE.....	34
2. PERIOD OF PERFORMANCE	34
3. AMOUNT OF CONTRACT	34
4. WORK LOCATION/HOURS	34
5. DESCRIPTION OF SERVICES.....	35
6. WORK ACCEPTANCE CRITERIA	36
7. CONSULTANT TASKS AND DELIVERABLES.....	36
8. CONTRACTOR RESPONSIBILITIES	37
9. STATE RESPONSIBILITIES	38
10. UNANTICIPATED TASKS	39
11. CONSULTANT REQUIREMENTS AND REASSIGNMENT	39
12. CONTRACTOR PARAMETERS	39
13. USE OF SUBCONTRACTORS	40
14. SECURITY	40
15. INSURANCE REQUIREMENTS.....	41
16. WORKERS' COMPENSATION INSURANCE	41
17. CONFIDENTIALITY AND NON-DEBARMENT	41
18. POINTS OF CONTACT	42
Exhibit A-1 Substitute Contractor Personnel Request Form	43
Exhibit B Budget Detail And Payment Provisions.....	44
Exhibit B-1 Cost Table.....	47
Exhibit B-2 Work Authorization Process/Form	48
Exhibit B-3 Work Authorization Acceptance Form.....	51
Exhibit B-4 Deliverable Expectation Document (DED).....	52
Exhibit B-5 Deliverable Acceptance Document (DAD).....	53
Exhibit C General Provisions-Information Technology.....	54
Exhibit D Protection of Confidentiality.....	55
Attachment D1 Confidentiality Agreement.....	58
Attachment D2 Indemnity Agreement.....	59
Attachment D3 Statement of Responsibility	61
Exhibit E Safeguarding Contract Language Administrative Requirements.....	61
Exhibit F Safeguarding Contract Language for Technology Services	63
Exhibit G Special Terms and Conditions	66

LIST OF ACRONYMS

CDT	California Department of Technology
CMS	Content Management System
DAD	Deliverables Acceptance Document
DED	Deliverables Expectation Document
DGS	Department of General Services
DI	Disability Insurance
DOL	Department of Labor
DQs	Desirable Qualifications
EDD	Employment Development Department
FTE	Full-time Equivalent
IEEE	Institute of Electrical and Electronics Engineers
IT	Information Technology
ITB	Information Technology Branch
LWDA	Labor and Workforce Development Agency
M&O	Maintenance and Operations
MQs	Minimum Qualifications
MSA	Master Services Agreement
PAB	Public Affairs Branch
PFL	Paid Family Leave
PM	Project Management
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMP	Project Management Professional
PRA	Public Records Act
RFO	Request for Offer
SDIO	State Disability Insurance Online
SME	Subject Matter Expert
SOQ	Statement of Qualifications
SOW	Statement of Work
SPOC	Single Point of Contact
UI	Unemployment Insurance
WA	Work Authorization

I. GENERAL INFORMATION

A. BACKGROUND

The Employment Development Department (EDD) provides a variety of services to businesses, workers, and job seekers. The EDD administers several multi-billion dollar benefit programs, including the Unemployment Insurance (UI), Disability Insurance (DI), and Paid Family Leave (PFL) programs that provide financial stability to workers and their communities. The EDD also provides critical employment service programs to Californians, collects labor market information and employment data, and serves as one of the nation's largest tax agencies through the collection of payroll taxes.

The LWDA was created in 2002, and is the first cabinet level agency to coordinate workforce programs. The LWDA oversees seven major department, board, and panels that serve California workers and businesses by improving access to employment and training programs, enforcing California labor laws to protect workers and create an even playing field for employers, and administering benefits that include workers' compensation, unemployment insurance, disability insurance, and paid family leave. These entities support our mission to provide leadership to protect and improve the wellbeing of California's current and future workforce.

The assessment of current business systems supporting specific workforce programs within the LWDA, and the recommendations on a future platform that can span the various LWDA organizations supports the LWDA's vision to put a technical platform in place that can support a range of applications and business functionality, while also leveraging common database structures.

B. DESCRIPTION OF SERVICES

The LWDA intends to assess the current technology systems and the associated business processes supporting specific workforce programs within the LWDA. The Consultants shall perform activities and tasks associated with the assessment of the business systems for the EDD Workforce Services Branch, the Department of Industrial Relations' (DIR) Division of Apprenticeship Standards, the Employment Training Panel (ETP), and the California Workforce Development Board (CWDB). In addition, the Consultants will include an assessment and recommendations on how local workforce services board will leverage the system to submit state and federal required data and conduct local business, which includes expanding its services with other related organizations.

The Contractor shall be responsible for working under the direction and leadership of the LWDA's Agency Information Office, George Okamoto, and Deputy Secretary for Future of Work, Abby Snay, as well as state management and staff from various organizations on all implementation efforts. All technical resources must possess the advanced skill sets referenced in Exhibit A, Scope of Work (SOW). It is expected that the Contractor will provide a team of resources to provide the services required to successfully complete the requested assessment and recommendation.

C. CONTRACTOR SUBCONTRACTING REQUIREMENT

Any subcontractor that the Contractor chooses to use in fulfilling the requirements of the Contract, and which is expected to receive more than 10% of the value of the Contract, must also comply with the same State and Federal requirements and provisions as the Prime. Any subcontractor(s) that the Respondent engages to fulfill the requirements of this Contract, which is expected to receive more than ten percent (10%) of the value of the Contract, must also submit two (2) company

references. Reference contacts cannot be individuals currently working for the Contractor whom the subcontractor would support for this response.

D. AVAILABILITY

The selected Contractor must be able to meet the requirements of this RFO and be available to perform services no more than ten (10) days after the Contract award date specified in Table I, Key Action Dates of the Invitation Section. If personnel offered by the selected Contractor leave the Contractor's firm, or are otherwise unable to fulfill their role in this Contract, they must be replaced with a comparably qualified IT Consultant who meets or exceeds the minimum qualifications as stated within this RFO. All replacement personnel are subject to prior approval by the EDD/LWDA. The selected IT Consultants will primarily work primarily; however, the IT Consultants must be available to work on a full-time basis at a Sacramento office location that will be determined by the EDD/LWDA.

One of the two people selected for this work will serve as a Senior Project Manager and will work based on a mutually defined schedule. The schedule is anticipated to start at full- time and reduce to part time as the established processes are implemented.

The EDD/LWDA reserves the right to reduce these hours to part time as the needs of the organization change. The consultant team must be able to have a flexible schedule for full or part time assignment.

Permanent offsite work arrangements are not allowed under this agreement. EDD may consider accommodating temporary offsite work (e.g., remotely; at the resource's home) for extenuating circumstances (including, but not limited to, illness, system outages, and natural disasters) which must receive prior approval by EDD. "Offshoring" of work performed under this agreement is prohibited.

E. CONFLICT OF INTEREST AND FOLLOW-ON CONTRACTS ADVISEMENT

No person, firm, or subsidiary thereof, who has been awarded a consulting services contract, or a contract which includes a consulting component, may not be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any company that contracts with the State to develop and provide formal recommendations for the acquisition of IT products or services is precluded from contracting for the deployment and/or implementation of the technology platform or associated applications. The company would be able to provide continued oversight or procurement support as procured by the State.

F. TERMS AND CONDITIONS

By submitting an Offer, the Respondent agrees to meet the requirements, terms and conditions as stated in this RFO, and the Respondent's IT CMAS contract.

This RFO and the selected Contractor's Offer will be attached, and incorporated by reference, into the resulting Contract. The selected Contractor's IT CMAS Contract, by reference, will also be made part of the Contract resulting from this RFO. The Contract will be governed by, and shall incorporate, the terms and conditions of the selected Contractor's IT CMAS Contract.

G. ADDENDA

The State may modify any part of the RFO, as a result of questions or for other reasons, prior to the Offer due date, by issuance of one or more Addenda. All Addenda will be posted to the California EProcurement Portal: <https://caleprocure.ca.gov/pages/index.aspx>. Prospective bidders will monitor the website for addenda, as addenda will not be emailed to individual suppliers. Respondents will have five (5) business days to submit questions to the Procurement Official regarding any changes contained in the Addendum after its release. Please note that verbal information will not be binding upon the EDD unless such information is issued in writing as part of a Q&A Set or official Addendum.

Failure to respond completely and timely to all portions of this RFO, and any subsequent Addenda, may disqualify the prospective Contractor's Offer (if deemed material in nature).

H. MATERIAL DEVIATIONS

Offers submitted under improperly marked covers may be rejected. If a discrepancy is found between two or more copies of the response, the Offer may be rejected if the discrepancy is deemed material in nature. If one copy of the Offer is not clearly marked "Master Copy", the State may determine whether to reject the Offer or allow one copy to be used as the Master Copy immediately after opening. However, if not rejected, the Master Copy will prevail and provide the basis for resolving the discrepancy.

I. INTERVIEWS

The EDD and LWDA may opt to conduct interviews with the top three (3) qualified Respondents and points will be assigned. The EDD has allowed time in the schedule for this purpose and the prospective Consultant(s) should avail themselves to participate on the dates mentioned in Table 1, Key Action Dates of the Invitation Section. All interview questions will be directed to the Respondent's proposed Consultant only; the Respondent is not part of the interview process unless the Respondent and the Consultant are one and the same person. The State requires the proposed Consultant identified in the response to be present and participate in the interview. The purpose of the interview will be to assess the proposed Consultant's qualifications and experience and their interpersonal and communication skills.

J. PUBLIC RECORDS ACT

Upon award, all documents submitted in response to this RFO become property of the State of California and will be regarded as public records under the California Public Records Act (PRA), pursuant to Government Code, Section 6250, et seq.

K. BACKGROUND INVESTIGATION

The EDD shall conduct a background investigation of the Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors, unless the EDD determines such individuals are not subject to a background investigation. Individuals must voluntarily consent to a background check and the EDD reserves the right to disapprove any individual from performing services under the scope of the Contract.

Investigations will be conducted to ascertain whether a Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors have any state or federal convictions, or are currently released from custody on bail or on their own recognizance pending trial. The background investigation will include fingerprinting and an inquiry to the California Department of Justice (DOJ)

and the Federal Bureau of Investigations (FBI) to disclose Criminal Offender Record Information (CORI). The EDD will absorb the cost of the fingerprinting services.

L. USE OF FACE COVERINGS

Contractor(s) entering EDD facilities and/or property are expected to be familiar with and abide by all statewide and locally mandated health and safety requirements. Such requirements include, but are not limited to, following California Department of Health's (CDPH) Guidance for the Use of Face Coverings published on June 18, 2020 (along with any subsequent versions) and remaining compliant with personal protective equipment (PPE) and other "safety" equipment requirements provided under state and federal occupational safety and health laws.

Additionally, EDD requires that contractor(s) follow other guidelines from CDPH and public health officials, such as avoiding close contact with others and engaging in hygienic practices while working. EDD reserves the right to require stricter requirements than are recommended by local and state public health authorities. Non-compliance by contractor(s), its employees, or any subcontractor(s) may result in EDD refusing entry onto EDD property or removal from EDD property. A breach of these requirements grants EDD the right to terminate the agreement.

M. CONTRACTOR MINIMUM QUALIFICATIONS

1. Experience	<p>The key consulting team members must possess a minimum of ten (10) years of broad and extensive large project experience performing work that is similar in nature (size and complexity) to that described in Exhibit A, SOW.</p> <p>This applies to the proposed principal analysis/project coordination and the lead business analysis and to any other key team members identified by the Contractor.</p> <p>At a minimum, two (2) key team members must be proposed.</p>
2. Business License	<p>If the respondent is a Corporation, the respondent must be currently qualified to do business in California. "Doing business" is defined in the Revenue & Taxation Code Section 23101 as actively engaging in any transactions for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporation performing within the State not to be subject to the Franchise Tax.</p>
3. Company must be in Good Standing	<p>Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by consulting the Office of the Secretary of State.</p>
4. Interpersonal Skills	<p>The respondent and respondent's staff must be able to work with LWDA executives and key staff within the various workforce services organizations, including external stakeholders, and associated organizations. They must possess strong interpersonal skills, with a strong focus on customer service, teamwork, and communication.</p>
5. Use of Subcontractors	<p>The Prime Contractor must fulfill the MQ requirement criteria listed. Any subcontractor that the Prime Contractor chooses to use in fulfilling the requirements of the Agreement and which is expected to receive more than ten percent of the value of the Agreement must also meet all contractual administrative, and technical requirements of the contract.</p>

6. Insurance Requirements	<p>The Contractor shall not commence performance under this Agreement until the Contractor has provided the EDD/LWDA with a certificate of insurance (COI) stating that there is liability insurance presently in effect for the Contractor with a Combined Single Limit (CSL) of not less than \$1,000,000 per occurrence. the COI must include the following provisions:</p> <ul style="list-style-type: none">• The insurer shall not cancel the insurer's coverage without thirty (30) days prior written notice to the State; and• The following language must be added verbatim to the Certificate of Insurance: The State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this Agreement are concerned.
7. Workers' Compensation Insurance	<p>The Contractor shall not commence performance under this Agreement until the EDD/LWDA is provided with one of the following:</p> <ul style="list-style-type: none">• A COI issued by an insurance carrier licensed to write Workers' Compensation Insurance in the State of California, which includes the name of the carrier and the date of expiration of the insurance; or,• A certificate of consent to self-insure issued by the Director of the Department of Industrial Relations.
8. CMAS	<p>The Contractor shall have a current CMAS contract with the State of California, DGS. The Contractor must provide a complete copy of the CMAS contract with the Offer. The prices offered by the Contractor must be equal to or lower than the prices stated in the CMAS contract.</p>
9. Statement of Economic Interest Form 700	<p>The Contractor must complete and submit a Form 700, as required by California Government Code, Section 87200.</p>

II. RESPONSE FORMAT

A. INSTRUCTIONS TO RESPONDENTS

This RFO contains the unique requirements that Respondents must meet in order to submit a Responsive Offer. It provides information regarding the format in which all Offers must be submitted, materials to be included, requirements that must be met to be eligible for consideration, and the Contractor's responsibilities.

These instructions prescribe the mandatory response format and approach for the development and presentation of data. Format instructions must be adhered to, all requirements and questions in the RFO must be responded to, and all requested data must be supplied.

The EDD will review responses to this RFO on the basis of "best value" to the State. "Best value" to the State is an award based on the Offer that best meets or potentially exceeds the State's administrative, business, and technical requirements at the most reasonable overall cost to implement and operate.

The EDD will compare Offers submitted in response to this RFO based on the scoring criteria laid out in Section 2, #D, High Level Scoring Criteria.

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFO, the Respondent should immediately notify the Procurement Official in writing and request clarification or modification of the document.

During the RFO review process, the State reserves the right to ask clarifying questions of Respondents for the purpose of clarifying ambiguities or errors contained in the Offer. The State will advise the Respondents, in writing, of the documentation required and the timeline for submission, if applicable. The State reserves the right to reject any and all Offers received, if determined that it is in the State's best interest to do so.

In order to submit a Responsive Offer, and be afforded the benefits of the steps included in this RFO, the Respondent **must** take the responsibility to:

- 1) Carefully read the entire RFO and instructions contained within prior to submitting an Offer.
- 2) Submit questions in a timely manner, in accordance with the Key Action Dates contained in the Invitation Section, if clarification is necessary.
- 3) Make sure that all procedures and requirements of the RFO are accurately followed and appropriately addressed.
- 4) Submit a complete Offer containing all required documentation by the date and time indicated. Failure to respond completely and timely to all portions of this RFO, and any subsequent Addenda, may be grounds for disqualification of the Offer (if deemed material in nature).

All costs for developing Offers are entirely the responsibility of the Respondent and shall not be chargeable to the EDD.

B. REQUIRED RESPONSE CONTENT

The EDD will review the Respondent's Offer in order to validate that the Respondent submitted a complete response. Absence of any required information may result in the response being deemed

non-responsive and may be cause for rejection.

A complete response is defined as submitting all items on the Attachment 1, Required Attachment Checklist. Contractor may submit a response either by email or by regular mail or overnight mail. If mailing a hardcopy response, the Contractor must submit one (1) Master (clearly marked), five (5) copies, one (1) copy of the Cost Proposal (in a separate envelope), and one (1) USB drive of the entire RFO response clearly labeled “**EDD RFO No. 62040**” to the Procurement Official indicated in the Invitation Section.

All soft copy responses will be provided in a format compatible with the EDD standard applications (i.e., Microsoft Office) single-spaced, using a typeface of Arial 11 or 12 pitch font. The current standard applications include: Microsoft (MS) Windows 10, Office Professional (includes Outlook) 2013, Visio 2013, and MS Project 2013. Responses shall be formatted for standard letter-sized (8½” x 11”) paper.

C. RESPONSE GUIDELINES

This RFO and the Respondent's Offer will be made a part of the contract. Offers must contain all data/information requested and must conform to the format described in this RFO. It is the Respondent's responsibility to provide all required data, and any other information deemed necessary, to enable the State Evaluation Team to determine and verify the Respondent's ability to perform the tasks and activities defined in the RFO's SOW, Exhibit A.

D. HIGH LEVEL SCORING CRITERIA

	Assessment and Selection Criteria	Maximum Points Per Category	Percentage
ADMIN	1. Administrative Requirements	Pass/Fail	N/A
	2. Mandatory Resource Qualifications	Pass/Fail	N/A
	1. Company References	25	5%
	2. Resource References	25	5%
	3. Staff Resume & Qualifications Matrix, Desirable Qualifications	100	20%
	4. Narrative Technical Response	100	20%
	5. Interview	50	10%
COST	Cost	200	40%
	TOTAL POINTS:	500	100%

III. RESPONSE CONTENT AND FORMS

ATTACHMENT 1 **REQUIRED ATTACHMENT CHECKLIST**

Please complete the checklist below to confirm that all items are contained with the Offer. Place a check mark (✓) next to each item being submitted. For the Offer to be responsive, the checklist, and all required documents must be submitted in the sequential order listed below. Offers must be submitted electronically.

The need to verify that all required documentation is submitted with the Offer cannot be overemphasized as failure to submit all completed documents referenced on this checklist may cause the Offer to be rejected.

CHECK (✓)	#REFERENCE	DOCUMENT NAME / DESCRIPTION	REQUIRED
	Attachment 1	Required Attachment Checklist	YES
	Attachment 2	Cover Letter	YES
	Attachment 3	Company Reference Forms (two per company)	YES
	Attachment 4	Resource Reference Forms (two per resource)	YES
	Attachment 5	Staff Resume and Qualifications Matrix	YES
	Attachment 6	Narrative Technical Response	YES
	Attachment 7	Cost Table (Enclose in a separate envelope/email)	YES
	Attachment 8	Payee Data Record (STD 204)	YES
	Attachment 9	Certificate of Status Secretary of State's Office	YES
	Attachment 10	Certification Regarding Lobbying	YES
	Attachment 11	Disclosure of Lobbying Activities	YES
	Attachment 12	Certification Regarding Debarment	YES
	Attachment 13	California Civil Rights Laws Certification	YES
	Attachment 14	Iran Contracting Act	YES
	Attachment 15	Bidder Declaration	YES
	N/A	Copy of IT Consulting Services MSA contract	YES

The following documents are due upon award:

	Attachment 16	Confidentiality Statement
	Attachment 17	Workers' Compensation Certification
	Attachment 18	Form 700 - FPPC Statement of Economic Interests

ATTACHMENT 2
COVER LETTER

The Respondent's Offer must include a **cover letter** substantiating the Respondent's acknowledgement and acceptance of all RFO requirements.

The cover letter must include the following:

1. A statement indicating that the signer is authorized to bind the company contractually.
2. A statement explaining that the Respondent meets the Minimum Qualifications (MQs), as described in the RFO and the IT CMAS MQs.
3. A statement that the Respondent understands and commits to fulfilling all services described in the Statement of Work (SOW), Exhibit A, and agrees to provide goods and/or services within the timeframes specified for each deliverable.
4. A statement to affirm that the Respondent agrees to the IT CMAS Terms and Conditions and attests that they have read and will comply with the requirements set forth in this RFO without change or modification.
5. A statement of assurance from the Respondent that, if awarded the Contract, they will provide liability and worker's compensation insurance certificates.
6. A statement that the Respondent, if awarded the Contract, will complete and submit a Statement of Economic Interest, Form 700, as required by California Government Code, Section 87200.
7. A signature block indicating the:
 - a) Title or position that the signer holds in the firm.
 - b) Signer's contact information including phone, fax, e-mail, and address.
 - c) Original signature of the signer.

The cover letter must NOT contain any cost information.

ATTACHMENT 3
COMPANY REFERENCE FORM
(Page 1 of 2)
(Two Company References Required)

Two (2) corporate references are required for projects completed within the past ten years. One of the two references may be for an ongoing project. Projects should be similar in scope and nature to the services described in Exhibit A, Statement of Work.

- The EDD may contact customer references during the week following submission of Offers to validate the information provided by the Respondent and to determine the customer's overall satisfaction with the services provided. It may prove beneficial, therefore, for the Respondent to verify that the contact information provided is up-to-date, and that the reference will be available during the period of time specified that the EDD will be validating references (see Key Action Dates).
- Company references may not include employers or employees currently working for the Respondent, and only one reference may be an EDD employee. The Company may not use the same reference nor the same project more than once.
- References may not include individuals currently working for the Respondent.
- All references must contain original or electronic signatures. Failure to provide the references may be cause for rejection of the Offer.
- If references are contacted, a total of two (2) attempts will be made to contact each reference, via phone call and/or e-mail, and a call back or response e-mail must be received within 24 hours. Points will not be awarded for references that cannot be validated.

Subcontracting Requirements – Any subcontractor(s) that the Respondent engages to fulfill the requirements of this Agreement, which is expected to receive more than ten percent (10%) of the value of the Agreement, must also submit two company references.

COMPANY NAME (RESPONDENT): _____

Note to Customer Reference: The Company above is providing you this customer reference form to verify your overall satisfaction of their performance. The Company (Respondent) will earn points on their Offer based on your evaluation of their performance. Performance will include scheduling, execution, and quality of personnel, coordination, communication, and the final outcome.

Customer Reference Company Name: _____

Customer Reference Contact Person and Title: _____

Customer Reference Role with Respect to Respondent Company: _____

Customer Reference Contact Address: _____

Telephone Number: _____ Fax: _____ E-mail: _____

Dates of Project: Start: _____ End: _____ Total Amount of Project: _____

Provide a brief description of the services performed by the Respondent:

ATTACHMENT 3 (CONT'D)
COMPANY REFERENCE FORM (cont'd)

(Two required)

On a scale from one to ten, with ten being the highest, rate the Respondent's overall performance on the services provided:

1)	How successful was the Company in linking customer needs to deliverables to support your program? 1__2__3__4__5__6__7__8__9__10__
2)	How well did the Company manage the project, complete expected tasks, and produce deliverables? 1__2__3__4__5__6__7__8__9__10__
3)	How well did the Company manage within the original contract timeframes? 1__2__3__4__5__6__7__8__9__10__
4)	How well did the Company manage within the original contract budget? 1__2__3__4__5__6__7__8__9__10__
5)	How successful were the Company's efforts to the overall operational outcome of this project? 1__2__3__4__5__6__7__8__9__10__
6)	Would you hire this company again? YES ____ NO (-10 points) ____

I hereby certify, to the best of my knowledge and belief, all information is accurate.

Signature, Customer Reference Contact Person/Date

Phone #: _____

E-Mail: _____

An incomplete or unsigned reference may be cause for rejection (may be a copy).

****Electronic signatures will be accepted.***

ATTACHMENT 4
RESOURCE REFERENCE FORM

(Page 1 of 2)

(TWO RESOURCE REFERENCES ARE REQUIRED PER RESOURCE)

Staff References for _____
(Name) (Title)

Two (2) references are required for the proposed resources for projects completed within the past ten years while providing services that are similar in nature and scope to those described in this RFO. One reference may be for an ongoing project. The EDD may be listed as one reference. Resource references must have been a functional manager or lead who can verify work performed.

Candidates may not use the same reference nor same project repeatedly. However, the same reference may be used for multiple candidates.

The EDD reserves the right to contact references as needed. If contacted, a total of two (2) attempts will be made to contact reference, via phone call and/or e-mail, and a call back or response e-mail must be received within 24 hours. Points will not be awarded for references that cannot be validated.

REFERENCE 1			
Name of Firm			
Street address	City	State	Zip Code
Contact Person and Title	Telephone Number ()	E-mail Address	
Dates of service	Value or cost of service		
Brief description of service provided			
On a scale from one to ten, with ten being the highest, rate the Resources' overall performance on the services provided:			
1) Rate the individual's performance during this engagement: 1__ 2__ 3__ 4__ 5__ 6__ 7__ 8__ 9__ 10__			
2) Rate the individual's ability to perform contractually required work in a timely manner: 1__ 2__ 3__ 4__ 5__ 6__ 7__ 8__ 9__ 10__			
3) Rate the individual's verbal and written communication skills: 1__ 2__ 3__ 4__ 5__ 6__ 7__ 8__ 9__ 10__			
4) Rate the individual's ability to engage in positive working relationships with coworkers: 1__ 2__ 3__ 4__ 5__ 6__ 7__ 8__ 9__ 10__			
5) Rate the individual's knowledge in the required areas of expertise: 1__ 2__ 3__ 4__ 5__ 6__ 7__ 8__ 9__ 10__			
6) Would you hire this individual again? YES ____ NO (-10 points) ____			

(Page 2 of 2)

REFERENCE 2			
Name of Firm			
Street address	City	State	Zip Code
Contact Person and Title	Telephone Number ()	E-mail Address	
Dates of service	Value or cost of service		
Brief description of service provided			
On a scale from one to ten, with ten being the highest, rate the Resources' overall performance on the services provided:			
<p>1) Rate the individual's performance during this engagement:</p> <p>1 2 3 4 5 6 7 8 9 10</p> <p>2) Rate the individual's ability to perform contractually required work in a timely manner:</p> <p>1 2 3 4 5 6 7 8 9 10</p> <p>3) Rate the individual's verbal and written communication skills:</p> <p>1 2 3 4 5 6 7 8 9 10</p> <p>4) : Rate the individual's ability to engage in positive working relationships with coworkers:</p> <p>1 2 3 4 5 6 7 8 9 10</p> <p>5) Rate the individual's knowledge in the required areas of expertise:</p> <p>1 2 3 4 5 6 7 8 9 10</p> <p>6) Would you hire this individual again? YES NO (-10 points)</p>			

ATTACHMENT 5
PROJECT ORGANIZATION, STAFF RESUME AND QUALIFICATIONS MATRIX
(One Matrix is required per Resource Resume)

Project Organization Chart & Narrative

The Contractor will need to provide a project chart and description of the consulting team as part of Attachment 5. This organization chart and narrative should address who the consulting team will complete the work defined in this RFO. The types and number of supporting staff should be identified by role in the organization chart.

Staff Resumes and Qualification Matrices

The Consultants must possess, at a minimum, the mandatory experience, knowledge, skills, abilities, and certifications listed below to be considered responsive to this RFO. The resources recommended for this effort are two (2) Principle Analysis/Project Coordinators. Each Consultant proposed must individually satisfy the Mandatory Qualifications (MQs). Each proposed resource will be scored individually on the Desirable Qualifications (DQs), and the individual scores will be averaged to determine the respondent's total DQ score.

The Contractor must also provide a resume and qualification matrix for each key consulting team member being proposed. At least two (2) key team members are required. The total number of key consulting team members will be driven by the Contractor's approach and proposal organization structure. Key consulting team members must possess, at a minimum, the mandatory experience, knowledge, skills, abilities, and certifications listed for one of the roles to be considered responsive to this RFO.

More than one key consulting team members can be proposed for each role type and should be based on the Respondents proposed approach and assessment of the work effort. The State is not hiring a specified number of resources, but rather looking for a vendor to provide the right mix of resources to complete the defined assessment and recommendation deliverables. The actual position classifications can also be tailored to the respondent's IT CMAS classifications. The totals should be consistent with the Respondent NTR.

None of resources must be full time committed, but committed at the level necessary to complete the technical assignments. Each proposed resource will be scored individually on the Desirable Qualifications (DQs), and the individual scores will be averaged to determine the respondent's total DQs score. No resumes or qualification matrix is required for supporting team members that would be needed to complete the work.

Any ancillary resources that the vendor proposes must meet the MQ's of the IT CMAS Classification being proposed.

IMPORTANT: All experience used for these MQs and DQs must have occurred within the last 5-10 years on an IT Project similar in scope or complexity to that described in the SOW. The proposed Consultant's resume must include at a minimum: a) the resource job title, b) job description, c) dates of performance (**format: Month/Year through Month/Year**), d) detailed description of duties performed, and e) contact information. The Respondent shall provide enough detail for the proposed Consultant to be evaluated. The proposed individual must have worked on the job on a full-time basis for any qualifying experience. If an individual worked on overlapping projects, or less than 100% time on a project, the actual percentage of time spent on a project must be identified on the resume. In no case shall overlapping projects equal more than 100% time within the same month. Should the State discover overlapping months in excess of 100%, the months of experience will be reduced proportionately to equal no more than full-time work. The State reserves the right to investigate each resume thoroughly to validate the information provided by the Respondent.

Respondent must provide copies of any required degrees or certificates.

The Respondent must provide enough detail for each proposed resource's experience to be evaluated against the State's Mandatory Qualifications. Please be aware that the State Evaluation Team is not at liberty to make subjective judgments or inferences when determining if the Mandatory Qualifications are present on a resume. For example, the State Evaluation Team is not allowed to infer that "Oracle experience" means "experience analyzing data in storage and documenting data flow diagrams, conceptual and logical data models and applying relevant data modeling methods and standards", therefore, no experience will be awarded for "Oracle experience".

Respondents are strongly advised to use as much of the State's exact Minimum Qualifications language as is applicable for a given engagement, in addition to specific details about the resource's experience.

For example, a well-formed resume item may read as: "Analyzed data in storage and documented data flow diagrams, conceptual and logical data models and applied [insert name] data modeling methods and standards utilizing Oracle Enterprise Manager, Solarwinds, and ERWIN."

The Following is a Respondent example that demonstrates compliance with the MQs/DQs:

Qualification Requirement:

- *A minimum of five (5) years of experience of designing and developing a perimeter security infrastructure and developing procedures defining their use to meet business requirements. At least three (3) years of that experience must be in a lead capacity.*

Work Experience Response (Start – End Date, Role, Project Name, Application/Function, Quantity Users/Computers):

- *01/01/2000 – 01/01/2001 (1 Year) – As the project lead designer of Company A NIST project, I designed and developed inbound security to meet organizational unit business requirements to access and share collaboration data on public internet site for 8,000 users/computers.*
- *01/02/2002 – 01/01/2005 (3 Years) – As the project lead designer of Company B IRS-1075 Firewall project, I designed and developed security controls to meet IRS-1075 requirements to access and share tax data on 100 private premise based sites servicing 25,000 users/computers.*
- *01/01/2005 – 02/01/2006 (2 Years 1 Month) – As the project designer of Company B Web HIPPA project, I designed and developed case management security to meet organizational unit business requirements to access and share with internal and medical providers for 100,000 users/computers.*

ATTACHMENT 5

Staff Resume and Qualifications Matrix – Principle Analysis/Project Coordinator

(Table 1 of 2)

POSITION TITLE			Principle Analysis/Project Coordinator
NUMBER OF POSITIONS TO BE FILLED			1
MQ#	Mandatory Qualifications (MQ)	DQ#	Desirable Qualifications (DQ)
1	A minimum of 10 years of experience providing diverse technical and management services to government agencies.	1	Over 15 years of experience providing diverse technical and management services to government agencies.
2	A minimum of 10 years of extensive information technology (IT) experience successfully managing technical programs and projects.	2	Over 15 years of extensive information technology (IT) experience successfully managing technical programs and projects.
3	A minimum of 10 years of experience leading and facilitating team/client meetings. Must include demonstrated strong written and oral communication skills to drive an assessment team including State staff.	3	Over 15 years of experience leading and facilitating team/client meetings. Must include demonstrated strong written and oral communication skills to drive an assessment team including State staff.
4	A minimum of 8 years defining and completing a full range of business and system assessments for public organizations.	4	Over 10 years defining and completing a full range of business and system assessments for public organizations.
5	A minimum of 7 years completing As Is and To Be comparisons and cost and benefit analysis.	5	Over 8 years completing As Is and To Be comparisons and cost and benefit analysis.
6	A minimum of 5 years of experience developing transition and/or migration plans including providing leadership in the transition of project work from one provider to another provider. (A provider can be either internal or external)	6	Over 5 years of experience developing transition and/or migration plans including providing leadership in the transition of project work one provider to another provider. (A provider can be either internal or external)
7	A minimum of 5 years of experience performing on a project which utilized an iterative development process.	7	Over 5 years of experience performing on a project which utilized an iterative development process.
8	A minimum of 5 years of experience overseeing data migration from one application environment to another environment.	8	Over 5 years of experience overseeing data migration from one application environment to another environment.
9	A minimum of 2 engagements working on a project involving a public facing (external users) and back office (internal users) functionality.	9	Over 2 engagements working on a project involving a public facing (external users) and back office (internal users) functionality.
10	A minimum of 5 years of vendor management experience for the State of California Agencies of which 3 years is working with an Application Services Provider.	10	Over 6 years of vendor management experience for the State of California Agencies including more than 3 years working with an Application Services Provider.
11	A minimum or 5 years consulting or State management experience for a portfolio of programs worth at least \$500M.	11	A minimum or 5 years consulting or State management experience for a portfolio of programs worth at least \$500M.

12	A Bachelor's degree from an accredited University.	12	A Master's Degree from an accredited University
13	PMP certified for at least 8 years (issued by the Project Management Institute.)	13	Over 8 years of certification and a minimum of 5 years prior State of California specific experience performing in a Project Manager role.

ATTACHMENT 5

Staff Resume and Qualifications Matrix – Principle Analysis/Project Coordinator

(Table 2 of 2)

POSITION TITLE			Principle Analysis/Project Coordinator
NUMBER OF POSITIONS TO BE FILLED			1
MQ #	Mandatory Qualifications (MQ)	DQ#	Desirable Qualifications (DQ)
1	A minimum of 7 years of experience providing diverse technical services to government agencies of which at least 2 years was for the State of California.	1	Over 9 years of experience providing diverse technical services to government agencies of which at least 3 years was for the State of California.
2	A minimum of 5 years of IT project experience with managing business analysis project and/or user requirements were key sub-project elements.	2	Over 7 years of IT project experience with managing business analysis project and/or user requirements were key sub-project elements.
3	A minimum of 5 years of experience in producing State of California project approval and procurement documents.	3	Over 7 years of experience in producing State of California project approval and procurement documents.
4	A minimum of 3 years schedule management and 3 years MS Project experience.	4	Over 5 years schedule management and MS Project experience.
5	A minimum of 5 years of experience leading and facilitating team meetings.	5	Over 7 years of experience leading and facilitating team meetings.
6	A minimum of 5 years of business process review and gap analysis experience.	6	Over 7 years of business process review and gap analysis experience.
7	A minimum of 5 years consulting experience or State management experience on programs worth at least \$100M with more than 1,000 users.	7	Over 7 years consulting experience or State management experience on programs worth at least \$100M with more than 1,000 users.
8	A minimum of 1 year of experience in project transition support and vendor coordination.	8	A minimum of 1 year of experience in project transition support and vendor coordination.
9	A Bachelor's degree from an accredited University.	9	No Desirable
10	Current PMP certification issued the PMI.	10	No Desirable
11	Desirable Only.	11	A minimum of 3 engagements requiring the planning data migration from one system to another.

ATTACHMENT 6
NARRATIVE TECHNICAL RESPONSE

The Respondent shall provide a Narrative Technical Response (NTR) for each of the items outlined below. The EDD is interested in Offers that provide well-organized, comprehensive, and sound business solutions. Vague explanations will undermine the Respondent's credibility and result in lower scores. The EDD seeks a detailed description of how the Respondent will meet the contractual requirements to ensure successful performance.

The Respondent shall cite successful efforts and personal experience related to each NTR item, and include a description of standards and methods used, documents and technical artifacts produced, deliverables completed, and measures used to gauge effectiveness.

1. Overall Approach for Assessment and Recommendation Processes

Based on the Exhibit A, Statement of Work, the Respondent shall describe how the project will be managed to ensure successful performance of the SOW requirements and achieve positive outcomes. The Respondent shall also describe their overall approach for managing the required workload and leadership style.

2. Stakeholder and Communication Management Approach and Plan

The Respondent shall describe how they plan to effectively communicate with a mixed collection of program executives, staff, external clients, a third-party Contractor, and other interested parties. Respondent shall also describe how they plan to mitigate risks throughout the life of the project.

3. Management Change Control and Requirements Definition

The Respondent shall describe how they plan to identify and manage change as the new vision is defined and work effort articulated.

4. Experience Assessing Vendor and/or Application Services Providers

The Respondent shall provide a description of experience with organizations on project(s) comparable in size and complexity and involve a vendor delivery model.

ATTACHMENT 7
COST TABLE

The Contractor shall provide all labor, materials, and equipment necessary to complete the deliverables in accordance with the specifications described in the SOW, Exhibit A, at the rates specified in the Cost Table, Exhibit B-1. The EDD/LWDA do not agree that any amount of work will be guaranteed and reserves the right to omit portions of the work as may be deemed necessary. Payment for services performed under this Contract shall be firm-fixed by deliverable and hourly by Work Authorization for unanticipated tasks. Submission of this information is required. The State reserves the right to make mathematical corrections or ask for clarification.

The Consultant(s) selected for this work is expected to serve as a Principle Analysis/Project Coordinator and work based on a mutually defined schedule. The schedule is anticipated to start at full- time and reduce to part time as the established processes are implemented.

The EDD/LWDA reserves the right to reduce these hours to part time as the needs of the organization change. The consultant team must be able to have a flexible schedule for full or part time assignment.

The Respondent shall complete and submit the **Cost Table below**. The Respondent must propose staff hourly rates by IT Consulting Services CMAS classification for the proposed resources, which are in accordance with the Respondent's CMAS and are binding for the life of the contract and will be used when preparing estimates and calculating costs for Unanticipated Tasks. The Consultant(s) hourly rate may not exceed the CMAS rate.

Unanticipated Tasks			
Key Personnel/Consultant	CMAS Classification	CMAS Hourly Rate	Proposed Hourly Rate
		\$	\$
		\$	\$
		\$	\$
		\$	\$

ATTACHMENT 8
PAYEE DATA RECORD (STD. 204)

Download the Payee Data Record (STD 204) form from the Department of General Services (DGS)
Internet website: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT 9
CERTIFICATE OF STATUS – SECRETARY OF STATE

In order to be awarded a contract, each Corporation, Limited Liability Company (LLC) and Limited Partnership (LP) must be registered with the California Secretary of State's (SOS) Office. The Certificate of Status issued by the Secretary of State's Office or the print out from the SOS Website for business search - entity details showing "active" status must be included with the Offer.. The Secretary of State may be contacted as follows:

California Secretary of State
Division of Corporate Filing and Services
1500 Eleventh Street, Third Floor
Sacramento, CA 95814-5701
Certification Unit: 916-657-5251

Required document information may be obtained via the link below to access the *Instructions for Completing the Business Entities Records – Order Form*.
<http://bpd.cdn.sos.ca.gov/pdf/be-records-requests.pdf>

Per the California SOS website, information relating to a business entity of record with the California Secretary of State may be obtained by completing both pages of the Business Entities Records Order Form. Attach a check made payable to the Secretary of State for the appropriate amount or an amount "not to exceed" a specified amount written below the amount payable line, and submit your request:

- **By mail**, along with a self-addressed envelope, to:

Secretary of State, Certification and Records
P.O. Box 944260
Sacramento, CA 94244-2600

- **In person (drop off)**, to:

Secretary of State's Sacramento office
1500 11th Street, 3rd Floor
Sacramento, CA 95814

*A special handling fee of \$10.00 per entity is applicable for any information requested over the counter except status reports.

Note: Information requests are processed only in the Secretary of State's Sacramento office. For current processing times, go to <http://www.sos.ca.gov/business/be/processing-times.htm>.

ATTACHMENT 10
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization

Program/Title

Name and Title of Authorized Signatory

Signature

Date

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per 29 CFR 93.110).

ATTACHMENT 11
DISCLOSURE OF LOBBYING ACTIVITIES
(Page 1 of 2)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <div style="display: flex; justify-content: space-between;"><div>Prime Tier _____, if known:</div><div>Subawardee Enter Name and Address of Prime:</div></div>		
<div style="display: flex; justify-content: space-between;"><div>Congressional District, if known: 6. Federal Department/Agency:</div><div>Congressional District, if known: 7. Federal Program Name/Description:</div></div>		
<div style="display: flex; justify-content: space-between;"><div>8. Federal Action Number, if known:</div><div>9. Award Amount, if known: CFDA Number, if applicable: \$ _____</div></div>		
<div style="display: flex; justify-content: space-between;"><div>10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet (s) SF-LLL-A, if necessary)</div><div>b. Individual Performing Services (include address if different from No. 10a.) (last name, first name, MI): (attach Continuation Sheet (s) SF-LLL-A, if necessary)</div></div>		
<div style="display: flex; justify-content: space-between;"><div>11. Amount of Payment (check all that apply): \$ _____ actual planned _____</div><div>13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____</div></div>		
<div style="display: flex; justify-content: space-between;"><div>12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature _____ value _____</div><div>14. Brief Description of Services Performed or to be Performed and date(s) of Service, including officer(s), employee(s) or Member(s) contacted, for Payment Indicated on Item 11: (attach Continuation Sheet (s) SF-LLL-A, if necessary)</div></div>		
15. Continuation Sheet (s) SF-LLL-A attached: Yes No		
<div style="display: flex;"><div style="width: 50%;">16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</div><div style="width: 50%; padding-left: 20px;">Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</div></div>		

ATTACHMENT 11
DISCLOSURE OF LOBBYING ACTIVITIES
(Page 2 of 2)

(INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES)

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 3). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitment.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 3 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFD-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

ATTACHMENT 12
**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
(Page 1 of 2)

This certification is required by the regulations implementing Executive Order, 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, and participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (Pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS WHICH ARE AN INTEGRAL
PART OF THE CERTIFICATION.)**

1. The prospective recipient of Federal assistance funds certifies, by submission of this Offer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Offer.

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT 12
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**
(Page 2 of 2)

(INSTRUCTIONS FOR CERTIFICATION)

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage Sections of rules and implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 13
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

ATTACHMENT 14
IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at: [Department of General Services Procurement Division Iran Contracting Act List](#)

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

ATTACHMENT 15
BIDDER DECLARATION
(GSPD-05-105)

This form is located on the Department of General Services (DGS) website.

The Bidder Declaration form provides suppliers that submit responses to a competitive solicitation or a Request for Offers (RFO) a means to be compliant with subcontractor requirements and helps to make the State aware of a subcontractor's status.

Click here to access the Bidder Declaration (GSPD-05-105 Written Version)
<http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

ATTACHMENT 16
CONFIDENTIALITY STATEMENT

As an authorized representative and/or corporate officer of the company named below, who has authority to bind the company, I warrant my company and its employees will not disclose any documents, diagrams, information and information storage media made available to us by the State for the purpose of responding to EDD RFO #58545 or in conjunction with any contract arising therefrom. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the State will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the State and third parties. I authorize the State to inspect and verify the above.

I warrant that, if my company is awarded the contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

Signature of representative/date

Typed name of representative

Typed name of company

ATTACHMENT 17
WORKER'S COMPENSATION CERTIFICATION

The undersigned in submitting this document hereby certifies the following:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract.

Signature

Date

Name and Title (Print or Type)

Street Address

Firm Name

City, State, ZIP code

ATTACHMENT 18
FORM 700, STATEMENT OF ECONOMIC INTERESTS

All consultants providing work under this Contract shall include a completed Statement of Economic Interests, Form 700 (<http://www.fppc.ca.gov/forms.html>) at time of award. For purposes of this contract, consultants are defined as any individual performing work under this contract. In addition, consultants shall file a Form 700 annually by April 1 thereafter during the life of the contract. A Form 700 must also be filed at the completion of the contract. Each new and/or substitute consultant shall file a Form 700 prior to performing any work on the contract.

IV. EXHIBITS

EXHIBIT A **STATEMENT OF WORK**

1. PURPOSE

The purpose of this Contract is to acquire IT Consulting Services to assess current technology systems and related business processes supporting specific workforce programs within the LWDA and to make recommendations on a future platform that can span the various LWDA organizations. This assessment will include the business systems for Workforce Services Branch of EDD, the apprenticeship program under Department of Industrial Relations (DIR), the Employment Training Panel (ETP) and the California Workforce Development Board (CWDB.) It will also include an assessment and recommendations on how local workforce services boards will leverage the system to submit state and federal required data and conduct local business.

The objective is to advance the alignment of technology and data systems across programs to enhance service delivery to state and local partners, job seekers, and employers. The focus will be to identify and develop recommendations for a technical platform that can support a range of applications and business functions, as well as leverage common database structures. The new platform must be dynamic and an easily maintained by program operations professionals as well as information technology staff. The outbreak of the COVID-19 pandemic has dramatically affected the employment opportunities for individuals and companies emphasizing the need for a technology solution that is easily adaptable to the ever changing and complex issues impacting California's citizens and business, and state and local agencies.

2. PERIOD OF PERFORMANCE

The term of this Contract shall begin on the date specified on the STD 213, Standard Agreement cover page, or upon final approval, and end twelve (12) months later after date of final execution. The State may, at its sole option, elect to extend the contract for an additional twelve (12) month term for time only and shall not be denied by the Contractor. However, the State is not obligated to use any or all of these options.

The Consultant(s) shall not deliver or commence performance of services under this Contract until it has received written direction to do so from the LWDA. Any services provided prior to direction from LWDA shall be considered voluntary on the part of the Consultant(s).

3. AMOUNT OF CONTRACT

The total cost of this Contract is the amount contained on the STD 213, Standard Agreement cover page. Cost details are located on the Cost Table, Exhibit B-1. In no event shall the total amount of the Contract exceed the amount contained on the STD 213, Standard Agreement cover page, and there is no obligation on the part of the LWDA to utilize the entire amount. The total Contract amount, including extensions, shall not exceed \$550,000.00 (Five Hundred Thousand and Zero Cents).

4. WORK LOCATION/HOURS

The Consultant (s) must be able to perform all services on a full-time basis remotely and on site at the location in Sacramento, California that will be determined. Travel is not required, and the Consultant will not be reimbursed for any travel costs. Full-time basis is based on the full-time equivalent (FTE). FTE is estimated to be a minimum of 1,920 hours annually or 35-40 hours per workweek.

The Consultant(s) shall provide services on site (at the designated office location), as described in this Statement of Work (SOW), during business hours. Core business hours are 8 a.m. to 5 p.m. (or as approved by the LWDA Program Manager). The Consultant may be required to provide support beyond the normal core business hours of Monday through Friday, as needed, with the exception of State holidays, unless specifically requested by the LWDA, and all other hours as required to successfully provide services described in this SOW. The Consultant will be paid at the same hourly rate, indicated in Exhibit B-1, Cost Table, during these hours.

Permanent offsite work arrangements are not allowed under this agreement. LWDA may consider accommodating temporary offsite work (e.g., remotely; at the resource's home) for extenuating circumstances (including, but not limited to, illness, system outages, and natural disasters) which must receive prior approval by LWDA. "Offshoring" of work performed under this agreement is prohibited.

5. DESCRIPTION OF SERVICES

The resource shall work across the organizations in LWDA to determine a target enterprise platform to which the various applications can be migrated. The identified principal analysis will act as the advisor to the State's Project Director and key executive staff. The consultant team will work collaboratively and directly with the LWDA project team.

The Consultant(s) will oversee the efforts of a team of state staff and management from the various organizations. A series of deliverables will be the result of the work effort and include: (1) An assessment of existing environments, applications and database structures by business entity. (2) An assessment and recommendation on a technology platform that can support incremental roll out and long-term currency of technology. (3) An enterprise database structure that can scan the various organizations. (4) A future road map and phase in approach to move to the workforce organization to the recommended platform. (5) Supporting State California Department of Technology (CDT) Project Approval Lifecycle (PAL) submittals for Stage 1 and 2. The vision is to move toward a enterprise platform that can be procured on a State leverage procurement vehicle. Also that the integration services that will be needed to configure the platform and incrementally roll out the applications will also be acquired via a leveraged procurement(s). If during the assessment this direction changes, then the execution of a Request for Proposal (RFP) will be pursued but will be beyond the scope of this effort.

The consulting team shall provide services on site and remotely (at the designated EDD office location), as described in this SOW, during business hours. Business Hours are 8 a.m. to 5 p.m. The consultant team may be required to provide support beyond the normal business hours Monday through Saturday as needed (with the exception of State holidays, unless specifically requested by the LWDA) for all other hours as required to successfully provide services described in this SOW. The Consultant will be paid at the same rate during these hours.

The schedule, hours and team composition required by the Contractor will be driven by: (1) Development and approval of the project deliverables. (2) Management effort to oversee assigned activities to State staff and management to agreed-to schedule. (3) Executive presentations and interfaces with the project Steering Committee and/or Sponsors. The specific hours and approach is vendor-driven and the basis for selection.

The Key Milestones and objectives are described in Section 9 of this SOW. All tasks and activities shall be performed in accordance with applicable EDD/LWDA standards and conventions. These are predicated on Institute of Electrical and Electronics Engineers (IEEE) standards (or equivalent standard that is substantially similar). At a minimum, IEEE Standards 1012 (Software Verification and Validation) and IEEE 12207 (Software Life Cycle Processes) shall be applied.

6. WORK ACCEPTANCE CRITERIA

The LWDA shall be the sole judge of the acceptability of all work performed and work products produced by the Contractor as a result of the Contract. Should the work performed, or products produced by the Contractor, fail to meet the minimum EDD/LWDA conditions, requirements, applicable standards, specifications, or guidelines, the following resolution process will be employed except as superseded by other binding processes:

- a) The LWDA shall notify the Contractor in writing, within 15 business days after receipt of each deliverable or after completion of each phase of service, of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed or products produced by the Contractor.
- b) The Contractor shall, within five business days after initial problem notification, respond to the LWDA by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products.
- c) Failure by the Contractor to respond to LWDA's initial problem notification within the required time limits may result in immediate contract termination. In the event of such termination, the LWDA shall pay all amounts due to the Contractor for all work accepted prior to termination.
- d) The LWDA shall, within five business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the LWDA rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three business days of notification of rejection. Failure by the Contractor to respond to the LWDA notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate contract termination. In the event of such termination, the LWDA shall pay all amounts due to the Contractor for all work accepted prior to termination.
- e) The LWDA shall, within three business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate contract termination. In the event of such termination, the LWDA shall pay all amounts due to the Contractor for all work accepted prior to termination.

7. CONSULTANT TASKS AND DELIVERABLES

The Contractor's Consultant(s) shall complete the deliverables listed in Deliverables Table I. Completion of the identified deliverables shall be under the direction of the LWDA, in accordance with the EDD/LWDA ITB policies and procedures.

The EDD shall designate a Single Point of Contact (SPOC) who shall give direction to the Contractor concerning the assigned tasks. The SPOC will work collaboratively with the ITB Management Team, LWDA Project Managers, Program Managers, Functional Managers, and technical staff to ensure that all Milestones and objectives are satisfactorily completed.

The SPOC shall be the Program Manager who shall ensure that all contract activities are conducted in accordance with State law and regulations; oversee processes and procedures; monitor Contractor compliance with the contract; and resolve issues.

Note: These are only estimates of time. The specific list of deliverables may vary and the distribution of hours to support them.

DELIVERABLES TABLE 1

A – Management of Business and Technical Assessment Estimated Percentage of Time: 10%		
ID#	DELIVERABLE	ESTIMATED DUE DATE
A1	Project Charter and Governance Document	X Weeks from Contract Execution
A2	Stakeholder and Communication Management	X Weeks from Contract Execution
A3	Status and Billing Reports and Meetings	Ongoing
B – Technical and Business Assessment and Recommendations Estimated Percentage of Time: 30%		
ID#	DELIVERABLE	ESTIMATED DUE DATE
B1	Assessment Approach	X Weeks from Contract Execution
B2	Assessment Narrative	X Weeks from Contract Execution
B3	Recommendations	X Weeks from Contract Execution
C – CDT PAL Marketing Assessment and Documentation (Stage 1 and 2) Estimated Percentage of Time: 25%		
ID#	DELIVERABLE	ESTIMATED DUE DATE
C1	Stage 1	X Weeks from Contract Execution
C2	Stage 2	X Weeks from Contract Execution
C3	Stage 3	X Weeks from Contract Execution
C4	Stage 4	X Weeks from Contract Execution
D – Implementation Plan – High Level Phases Approach Estimated Percentage of Time: 20%		
ID#	DELIVERABLE	ESTIMATED DUE DATE
D1	Approach – Phases	X Weeks from Contract Execution
D2	Road Map to Incrementally Migrate	X Weeks from Contract Execution
E – Architecture and Database High Level Approach Estimated Percentage of Time: 15%		
ID#	DELIVERABLE	ESTIMATED DUE DATE
E1	Data Migration Approach	X Weeks from Contract Execution
E2	Potential Overarching Architecture and Database	X Weeks from Contract Execution
F – Close Out Report Estimated Percentage of Time: Part of Management		
ID#	DELIVERABLE	ESTIMATED DUE DATE
F1	Close-Out Report	X Weeks from Contract Execution

8. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- Designate a person to whom all service or project related communications may be addressed;
- Meet biweekly, at a minimum, with LWDA management to discuss required activities;
- Provide a monthly status report, by the tenth calendar day of each month, that documents tasks/assignments and includes accomplishments for the previous month, work planned for the coming month, currently assigned projects and activities, and explanations for task and/or schedule slippages;
- Comply with all applicable EDD/LWDA policies and procedures, including, but not limited to, the EDD and industry project management guidelines;
- Complete project management, business analysis, communication management, risk and issue management, and Key Milestones described in Table 1 as required;
- Provide artifacts as required for project management, quality management, change control, communication management, risk and issue management, and schedule management tasks/assignments;

- g) Provide all electronic documents to EDD/LWDA in a format compatible with EDD's standard applications (i.e., Microsoft (MS) Office). EDD's current standard applications include MS Windows 10, MS Office Professional (includes Outlook) 2013, Visio 2013, Project 2013;
- h) Verify that its applications are compatible prior to delivery of any electronic documents to EDD/LWDA. The EDD/LWDA shall approve in writing any other format to be used by the Contractor;
- i) Agree to upgrade versions of its software, if needed, at no cost to the State in order to remain compatible with EDD's standard applications;
- j) Provide paper deliverables printed on 8½" x 11" paper, to the extent practicable;
- k) Post electronic documents to an LWDA designated electronic repository, i.e. a SharePoint site. The electronic document format and media shall be compatible with EDD/LWDA storage devices; and
- l) Return all EDD/LWDA property, including security badges, prior to termination of the Contract.

9. STATE RESPONSIBILITIES

The EDD and LWDA are responsible for program and policy. The following are areas of responsibility for EDD and LWDA staff:

- a) **Oversight:** Oversee all aspects of the Initiatives using the EDD/LWDA Project Management Methodology.
- b) **Contract Management:** Oversee planning, solicitation, acquisition, contract monitoring, change management, and contract amendments, including managing third-party Contractor activities, and ensuring a collaborative relationship with the third-party Contractor.
- c) **Communication and Change Management:** Ensure communication among the EDD, Contractor personnel, and other project stakeholders; develop and manage change management processes.
- d) **Administrative Support:** Complete administrative tasks and support project management.

The LWDA shall:

- a) Provide access to applicable information, including, but not limited to: technical documentation and project work plans.
- b) Provide work space including desks, chairs, telephones, personal computers, printer access, Internet connections, MS Office, and MS Project (as needed).
- c) Provide all applicable policies and procedures regarding access to, and use of, EDD/LWDA facilities; provide information as required by the Contractor to perform their responsibilities.
- d) Review all Contractor work submitted to the LWDA for completeness, accuracy, and adherence to standards.
- e) Make LWDA personnel available for assistance as required by the Contractor.

The EDD shall:

- a) Be responsible for oversight of development and control support activities, ensuring compliance with the CDT and Department of General Services (DGS) standards, stakeholder management, budgetary approvals, contract management, and procurement, as applicable.

10. UNANTICIPATED TASKS

The Contract value includes 10% of the total Contract amount for unanticipated tasks. These funds may be used at the state's discretion. Unanticipated tasks will be contracted for on an as-needed basis and shall be optional throughout the term of the Contract. Work for unanticipated tasks will be assigned and agreed to in writing by the Contractor and the state via a Work Authorization (WA) before the work can commence. The rates for unanticipated tasks must not exceed the hourly rates specified in Exhibit B-1 for unanticipated tasks and the total *expenditures* for unanticipated tasks shall not exceed the total amount set aside for unanticipated tasks.

11. CONSULTANT REQUIREMENTS AND REASSIGNMENT

The Contractor must provide experienced individuals who meets the mandatory qualifications (MQs), as specified in the RFO, Attachment 5, Qualifications Matrix. All experience used to meet each MQ must have been on a project comparable in size and complexity to that described in the SOW.

The Contractor shall:

- a) Be responsible for monitoring the monthly hours billed to ensure the Consultant(s) can effectively meet the project needs. Given the scope and time constraints of this project, it is of utmost importance that Consultant(s) have the adequate dedicated hours to perform work effectively.
- b) Maintain the sole right to determine the assignment of its employees that meet or exceed the requirements stated in this Contract.
- c) Agree to notify the LWDA in writing, as soon as is practical, of all changes in the assignment of Consultants assigned to the contract.
- d) Make a reasonable effort to promptly remove the Consultant(s) and provide a suitable replacement, if the LWDA determines that a Consultant is failing to adequately perform services for cause, illness, resignation, breach of security, unacceptable conduct, failure to follow EDD/LWDA policies, or other factors (regardless of whether or not it is within the Contractor's control). A suitable replacement is defined as possessing the equivalent MQs or better than the person being replaced.
- e) Submit a Resume for each proposed Consultant, with a completed and signed "Substitute Contractor Personnel Request Form, Exhibit A-1". Substitute Consultants must be approved in advance and in writing by the LWDA prior to starting work for contracted services.
- f) Negotiate with LWDA the hourly rate of any substitute Consultant(s) to the Contract. The hourly rate negotiated shall be dependent, in part, upon the experience and individual skills of the proposed substitute Consultant. The negotiated rate cannot exceed the hourly rate already stated in the Contract.
- g) Maintain satisfactory standards of employee competency, conduct, appearance, and integrity.
- h) Ensure Consultants do not disturb papers on desks, open desk drawers or cabinets, or use State equipment, except as authorized.

12. CONTRACTOR PARAMETERS

The Contractor will provide the independent services described by this SOW, and associated Standard Agreement (STD. 213), subject to the following:

- a) The LWDA will not reimburse for any expenses incurred by the Contractor in the execution of activities as described by the RFO, and associated Standard Agreement, except as specifically preauthorized in writing by the LWDA.
- b) All data, documents, software and other artifacts produced under the Contract will become the

sole property of EDD/LWDA with an exception for preexisting materials to remain owned by the Contractor.

13. USE OF SUBCONTRACTORS

The Contractor may, with the approval of the EDD ITB and the LWDA, enter into sub-agreements with third parties for the performance of any part of the Contractor's duties and obligations. Any such State approval may be rescinded for reasonable cause. The Contractor is responsible and liable for the proper performance and quality of any work performed by any and all sub-agreements. The State reserves the right to reject or refuse admission to any sub-agreement personnel whose workmanship, in the reasonable judgment of the State, is deemed to be substandard. In no event shall the existence of a sub-agreement release or reduce the liability of the Contractor to the EDD/LWDA for any breach in performance of the Contractor's duties.

The Contractor warrants and agrees that any sub-agreement resulting from its performance under the terms and conditions of the Agreement and associated CMAS shall include a provision that the subcontractor shall abide by the terms and conditions of the Agreement and associated CMAS, as well as all other applicable federal and State laws, rules, and regulations pertinent hereto that have been or may hereafter be established.

Also, the Contractor warrants and agrees that all sub-agreements shall include a provision that the subcontractor shall indemnify and hold harmless the EDD/LWDA to the same extent as provided in the CMAS contract. Any Agreement between the Contractor and its subcontractors shall require the subcontractor to adhere to the same performance standards and other standards required of the Contractor.

When a subcontractor ultimately performs all of the services that a Contractor has agreed to provide and the prime Contractor only handles the invoicing of expenditures, then the prime Contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a commercially useful function. It is unacceptable to use fiscal agents in this manner because the LWDA is paying unnecessary administrative costs. Contractors may not subcontract 100 percent of the tasks of this SOW.

14. SECURITY

The Contractor shall supply the respective LWDA Program Manager with the names of the Consultant(s) who are assigned to this project and will need access to EDD facilities. The Contractor shall notify the EDD Security Administrator of all changes, as soon as is practical. The EDD shall issue identification (ID) badges to each Consultant to allow them access to those areas of the building where they will be performing services. These ID badges are the property of EDD and the Consultants must surrender them when they leave the project(s) or at the end of the Contract term.

The EDD shall issue computer user accounts to each Consultant as needed and for no longer than the duration of the contract. An Appointment/Separation Checklist (DE 7411) shall be completed for all such accounts and shall reflect the account ID and the anticipated expiration date.

The LWDA Single Point of Contact (SPOC) may request the EDD Security Administrator extend the user account ID expiration date by sending a request with a new anticipated account expiration date. EDD shall cancel user account access as soon as there is no longer a business need for such access, or when the Consultant is no longer working on the project.

15. INSURANCE REQUIREMENTS

Contractor agrees the insurance herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time during the term of this Contract, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as outlined below for not less than the remainder of the term of this Contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services (DGS), and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event. The Contractor shall provide written notice to EDD within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

The Contractor shall display evidence of the following coverage on an ACORD certificate:

Commercial General Liability Insurance - Contractor shall furnish to EDD a certificate of insurance prior to commencement of work stating there is commercial general liability insurance in effect for the Contractor in an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

The certificate of insurance must include the following provision stating:

The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under this contract. *The additional insured endorsement must accompany the certificate.*

16. WORKERS' COMPENSATION INSURANCE

Workers' Compensation and Employers Liability Insurance - The Contractor shall furnish to EDD a certificate of insurance evidencing Workers' Compensation and Employers Liability Insurance presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to write Workers' Compensation insurance in California. Such certificate shall include the name of the carrier and the policy inception and expiration dates. If the Contractor is self-insured for Workers' Compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California.

17. CONFIDENTIALITY AND NON-DEBARMENT

In addition to the terms and conditions of the IT Consulting CMAS contract, pertaining to confidentiality and non-debarment, the Contractor shall sign all confidentiality, non-debarment, privacy, security, conflict of interest, and other necessary agreements as required by the EDD/LWDA to successfully provide the services described in the Contract.

All financial, statistical, personal, technical, and other data and information provided to the Contractor by the EDD/LWDA, pursuant to the terms of resulting Contract, are confidential information pursuant to Section 1094 of the California Unemployment Insurance Code. As such, the Contractor hereby agrees to maintain and protect the confidentiality of said information and shall disclose said information to its own employees or subcontractor(s) only on a "need-to-know" basis and only for the purposes of fulfilling the terms of this Contract. In no event shall said information be disclosed to any individual other than the Contractor's employees or subcontractor(s). The Contractor further agrees to retain the confidential information for three years after final payment under the contract.

To preserve the integrity of the security and confidentiality measures integrated into EDD's automated information systems, each Consultant is required to provide a signed Employee Confidentiality Statement (Attachment E1) and Indemnity Agreement (Attachment E2) prior to starting work.

18. POINTS OF CONTACT

The LWDA shall designate a Single Point of Contact (SPOC) who shall give direction to the Contractor concerning the assigned tasks. The SPOC will work collaboratively with the ITB Management Team, Program Managers, Functional Managers, and technical staff to ensure that all deliverables are satisfactorily completed. The SPOC shall be the Program Manager who shall ensure that all contract activities are conducted in accordance with State law and regulations; oversee processes and procedures; monitor contractor compliance with the contract; and resolve issues.

EDD Representative:	Contractor Representative:
Name: Jaime Gutierrez	Name: TBD
Title: Division Chief	Title: TBD
Address: 722 Capitol Mall, MIC 50	Address: TBD
City, St, Zip: Sacramento, CA 95814	City, St, Zip: TBD
Email: Jaime.gutierrez@edd.ca.gov	Email:
Phone: 916-654-8815	Phone: TBD

EXHIBIT A-1
SUBSTITUTE CONTRACTOR PERSONNEL REQUEST FORM

Contractor Name		Contractor Phone No.		Date
IT CMAS Number		Project Name/Contract Number		
Personnel To Be Added	Personnel Replaced	Proposed Effective Date	Classification & Hourly Rate	Resume Meets MQs and IT MSA requirements
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
Personnel To Be Deleted	Date Effective	Reason		
		Reason:		
		Reason:		
		Reason:		
		Reason:		
<p>Comments/Special Instructions</p> <p>Please note:</p> <p style="color: blue;">The changes as indicated in this request are being made at no additional cost to the STATE. – Sample (Include this language, if applicable).</p>				
STATE Acceptance		Contractor Acceptance		
Division/Project		Contractor (If other than an individual, state whether a corporation, partnership, etc.)		
By (Authorized Signature)		By (Authorized Signature)		
Printed Name of Person Signing		Printed Name of Person Signing		
Title		Title		

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

This is a Deliverables based contract. As such, the Contractor may invoice the State for completed and accepted Deliverables as set forth in Exhibit B-1, Cost Table.

In consideration of services performed, LWDA agrees to compensate the Contractor for services satisfactorily performed in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

During execution of each task, which involves delivery of identified deliverable(s), and upon LWDA's prior approval, Contractor may submit invoices periodically to LWDA reflecting pro-rata cost of the task/deliverable based on the following:

- Signed acceptance of a DED and DAD for task(s) performed by Contractor.
- The invoice must contain a separate line reflecting the total invoice amount less 10% for withholding.

Invoices shall not be submitted more frequently than monthly. Invoices shall include the EDD Contract Number **XXXXXXX** and shall be submitted in triplicate in arrears to:

Employment Development Department
Workforce Services Branch, COWSD
722 Capitol Mall, MIC 50 / Sacramento, CA 95814
Attn: Jaime Gutierrez

Each invoice must include a certification statement signed by a company official, attesting to the accuracy of the invoice data. The contractor may not invoice LWDA for any costs exceeding the maximum amount identified for each specific deliverable listed in Cost Table, Exhibit B-1. Any excess shall be at no cost to LWDA, unless negotiated and documented with LWDA using the Work Authorization (WA) process, Exhibit B-2.

The Contractor may submit an invoice for each accepted deliverable at the rates specified in Cost Table, Exhibit B-1. The Contractor shall attach the DAD, Exhibit B-5, with the deliverable number and name to the invoice. The DAD shall be signed by the LWDA Contract Monitor confirming that the deliverable has been accepted.

In the event that unanticipated tasks not specified in the SOW are performed with the State's written consent, invoices for services as reflected on WAs will be submitted to the State for payment. In no event shall the total amount paid for such work exceed 10% of the value of personal services anticipated by this Contract.

The amounts to bill will be for hours associated with the completion of the deliverables and are summarized in the Invoicing Schedule Table below.

Ref #	Payments	Phase and Description of Payment Point	Allowed Percentage of Bid Amount	Timeframe/Trigger
1	Monthly	Management of Assessment	Actual up to 10% of the Bid Amount, less withhold	▪ Submittal of Billing Status Report
2	3 Payments	Technical and Business Assessment and Recommendations (4 Organizations and Associated business applications/process)	Actual Hours Up 30% of Bid Amount for line item, less withhold	▪ Outline Submittal ▪ Draft Submittal ▪ Final Submittal

Ref #	Payments	Phase and Description of Payment Point	Allowed Percentage of Bid Amount	Timeframe/Trigger
3	2 Payments	CDT PAL Marketing Assessment and Documentation (Stages 1 - 4)	Actual Hours Up 25% of Bid Amount for line item, less withhold	<ul style="list-style-type: none"> ▪ Submittal Ready Documents Stage 1 ▪ Submittal Ready Document Stage 2 ▪ Submittal Ready Document Stage 3 ▪ Submittal Ready Document Stage 4
4	3 Payments	Implementation Plan – High Level Phases Approach	Actual Hours Up 20% of Bid Amount for line item, less withhold	<ul style="list-style-type: none"> ▪ Outline Submittal ▪ Draft Submittal ▪ Final Submittal
5	3 Payments	Architecture and Database – High Level Approach	Actual Hours Up 15% of Bid Amount, less withhold	<ul style="list-style-type: none"> ▪ Approval of Planned Approach
6	One Payment	Close Out	Payment of Withholds (10%) from Deliverables	<ul style="list-style-type: none"> ▪ NA

2. TEN PERCENT (10%) WITHHOLDING

In accordance with Public Contract Code (PCC) 12112, the State will withhold, from each invoiced payment amount to the Contractor, an amount equal to 10% of the approved invoice.

The Contractor may submit a written request to release the amount withheld, along with an invoice labeled “FINAL INVOICE”, once it has been determined that the needs of the contract have been fulfilled as determined by the LWDA Contract Monitor identified in Exhibit A.

3. PAYMENT WITHHOLD

If the LWDA rejects all or part of the Contractor's work or work product, the LWDA shall withhold payment for the rejected work or work product and shall notify the Contractor in writing of the reason(s) why the work or work product was rejected. The Contractor shall take appropriate measures to correct the work and demonstrate to the LWDA that the Contractor has successfully completed the work before payment can be made.

4. BUDGET CONTINGENCY

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

This Contract is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Contract for the purposes of this program. In addition, this Contract is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Contract in any manner.

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

5. AVAILABILITY OF FUNDS

If the term of this Contract covers more than the current fiscal year, continuation of the Contract is subject to the appropriation of funds by the Legislature. If funds to continue payment are not appropriated, the Contractor agrees to terminate any service supplied to the LWDA under this Contract, and relieve the LWDA of any further obligation. The LWDA has the option to invalidate the Contract under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

6. CALIFORNIA PROMPT PAYMENT CLAUSE

Payment will be made in accordance with and within the time specified in Government Code section 927, et seq.

EXHIBIT B-1
COST TABLE

A	B	Principal Analysis/Project Coordinator			Supporting Team Members			Hours and Dollars Total	
		C	D	E	F	F	H	I	J
	Projected % of Time	# of Hours	Hourly Rate*	Sub-Total	# of Hours	Hourly Rate*	Sub-Total	Hours Total (C+F+H)	Dollars Total (E+H+K)
1. Management of Business and Technical Assessment	10%								
2. Technical and Business Assessment & Recommendations (4 Organizations and Associated business applications/process)	30%								
3. CDT PAL Marketing Assessment & Documentation (Stage 1 and 2)	25%								
4. Implementation Plan – High Level Phases Approach	20%								
5. Architecture and Database – High Level Approach	15%								
6. Close Out Report	NSP								
Total Cost									

Note: The numbers in each column can be for more than one team member.

The hours indicated above are for projected purposes only based on the State's needs. The State reserves the right to make mathematical corrections or ask for clarification. The amounts and formulas in columns B and C must not be altered. The Vendor must enter amounts in columns D and E. These hours are projected only for Offer comparison purposes and the Contractor should not have any expectation that all hours will be utilized throughout the term of the Contract.

* The consultant team hourly rate may not exceed the CMAS rate

EXHIBIT B-2
WORK AUTHORIZATION PROCESS/FORM

The following rules shall apply for Work Authorizations (WAs):

1. GENERAL

All service tasks or deliverables not described in the Contract shall be defined and agreed to through the use of an approved WA. Tasks or deliverables not specified either in the Contract, or via an approved WA and WA Acceptance Form, Exhibit B-3, may not be invoiced under the Contract and are completed at the Contractor's own expense. WAs will be utilized to enable LWDA to manage its day to day operations within the existing scope, resources and cost of the contract. WAs will not be used to add funding or resource classifications not identified in the original contract. Additional funding or resource classifications shall only be added through a written contract amendment approved by the State.

2. CONTENT

Each WA shall contain a statement of the purpose, objective, or goals to be performed by the Contractor, the job classification, or approximate skill level of the personnel made available by the Contractor, an identification of all deliverables to be developed by the Contractor and delivered to the State, an identification of all significant materials to be delivered by the State to the Contractor, a time schedule for the provisions of these services by the Contractor, Acceptance Criteria for the deliverable(s) produced, the name or identification of the Contractor personnel assigned, Contractor's work hours required to produce the deliverable(s), and the total fixed cost of the WA.

3. RATES/COST

The Contractor shall base prices for WAs on the Contractor's rates specified in Exhibit B-1, Costs. The Contractor shall not invoice the State in excess of the agreed upon cost total of the WA. The Contractor shall not charge the State for preparing a WA or WA Acceptance Form.

4. APPROVAL

All WAs must be in writing and signed by the LWDA Program Manager prior to starting work. Upon acceptance by the LWDA Program Manager, each such WA shall be incorporated into and become a part of the Contract and the terms and conditions of the Contract shall apply to all such WAs. In no event shall a WA be deemed to be a separate contract.

5. ACCEPTANCE

A signed Work Authorization Acceptance Form Exhibit B-3 is required for each WA and must be attached to the corresponding invoice for payment.

6. ADDITIONAL RULES FOR ALL WAs:

- 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 the inclusion of any such WA. Such Work Authorizations 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.
- All WAs must be in writing prior to beginning work and signed and approved by the Contractor and the State.

- The State has the right to require the Contractor to stop or suspend work on any WA pursuant to the "Stop Work" provision of the General Provisions.
- Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:
 - If, in the performance of the work, the Contractor determines that a WA to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify the State in writing of the Contractor's estimate of the work hours which will be required to complete the WA in full. Upon receipt of such notification, the State may:
 - Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the WA (such an authorization not unreasonably to be withheld),
 - Terminate the WA, or
 - Alter the scope of the WA in order to define tasks that can be accomplished within the remaining estimated work hours.

7. ADDITIONAL RULES FOR WAs FOR 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 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 WA will be prepared in accordance with the attached form.

EXHIBIT B-2
WORK AUTHORIZATION PROCESS/FORM

The following deliverables will be produced in accordance with this Work Authorization and the provisions of Contact Number M0000000.

PART 1: GENERAL INFORMATION	
Work Authorization Number	
Purpose/Objective/Goal	
Schedule of Deliverable Completion	
Contractor Personnel to be Assigned (Classification)	
State responsibilities	
Acceptance Criteria	

PART 2: WORK AUTHORIZATION FIXED COST				
Task #	Deliverable Description	Total Hours	Hourly Rate	Total Cost
01			\$	\$
02			\$	\$
03			\$	\$
04			\$	\$
05			\$	\$
06			\$	\$
07			\$	\$
08			\$	\$
09			\$	\$
10			\$	\$
Total				\$

PART 3: APPROVAL SIGNATURES	
SIGNATURE	DATE OF APPROVAL
Contractor Printed Name:	
Contractor Title:	
SIGNATURE	
LWDA Printed Name:	
LWDA Title:	

EXHIBIT B-3
WORK AUTHORIZATION ACCEPTANCE FORM

PART 1: GENERAL INFORMATION			
EDD Contract Number			
Project Name			
Project Sponsor			
Project Criticality Rating			
Program Branch			
Controlling Division			
Author			
Type of Acceptance	<input type="checkbox"/> Phase or major task acceptance	<input type="checkbox"/> Final product acceptance	

PART 2: LIST OF COMPLETED TASKS				
Task #	Task Description	Planned Completion Date	Actual Completion Date	Variance (# of Days)
01				
02				
03				
04				
05				
06				

PART 3: REASON(S) FOR VARIANCE(S)	
Task #	Describe the reason(s) for variance(s) from the schedule baseline (if applicable)

PART 4: APPROVAL SIGNATURE(S)			
The tasks listed in Part 2 are:			
<input type="checkbox"/>	Approved as is		
<input type="checkbox"/>	Approved with changes	Describe changes:	
<input type="checkbox"/>	Denied – Does not meet expectations	Explain denial:	
SIGNATURE			DATE OF APPROVAL
Contractor Printed Name:			
Contractor Title:			
SIGNATURE			DATE OF APPROVAL
LWDA Printed Name:			
LWDA Title:			

EXHIBIT B-4
DELIVERABLE EXPECTATION DOCUMENT (DED)

CONTRACTOR NAME:	<hr/>		
EDD CONTRACT NUMBER:	<hr/>	DED NUMBER:	<hr/>
DELIVERABLE TITLE:	<hr/>		
DELIVERABLE START DATE:	<hr/>	DELIVERABLE END DATE:	<hr/>
CONTRACTOR PERSONNEL/CLASSIFICATION ASSIGNED TO DELIVERABLE:	<hr/>		
ESTIMATED HOURS FOR COMPLETION:	<hr/>		
TOTAL COST OF DELIVERABLE:	<hr/>		

DESCRIPTION OF TASKS AND DELIVERABLE:
DESCRIPTION OF ACCEPTANCE CRITERIA:

Deliverable Expectation Document has been reviewed and agreed upon and all work associated with this DED will be performed in accordance with the DED and the provisions of the Contract.

AUTHORIZED AND APPROVED:

Contractor Project Manager (print name)

LWDA Contract Manager (print name)

Contractor Project Manager / Date

LWDA Contract Manager / Date

EXHIBIT B-5
DELIVERABLE ACCEPTANCE DOCUMENT (DAD)

CONTRACTOR NAME: _____

EDD CONTRACT NUMBER: _____ DAD NUMBER: _____

DELIVERABLE TITLE: _____

DELIVERABLE COMPLETION DATE: _____

TOTAL COST OF APPROVED DELIVERABLE: _____

DESCRIPTION OF TASKS AND DELIVERABLE:

Should summarize Deliverable as appropriate

STATE ACCEPTANCE / REJECTION STATEMENT:

For deficiencies that are not material, indicate conditions of acceptance, as applicable

Upon approval, this deliverable is mutually agreed to and hereby incorporated into the contract.

AUTHORIZED AND APPROVED:

Contractor Project Manager (print name)

LWDA Contract Manager (print name)

Contractor Project Manager / Date

LWDA Contract Manager / Date

Note: All invoices must be accompanied by an LWDA- approved Deliverable Acceptance Document (DAD) and deliverable. If an invoice is submitted without an approved DAD, LWDA's Contract Manager shall take no action until said document is received.

EXHIBIT C
GENERAL PROVISIONS-INFORMATION TECHNOLOGY

GENERAL PROVISIONS-INFORMATION TECHNOLOGY

The DGS https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_401IT.pdf, Revised 9/5/14 will be incorporated via reference and made part of this Purchase Order as if attached hereto.

IT CMAS TERMS AND CONDITIONS

The Contractor agrees to meet the requirements, terms and conditions of the Contractor's IT CMAS Contract.

EXHIBIT D
PROTECTION OF CONFIDENTIALITY

Federal and state confidentiality laws, regulations, and administrative policies classify all the Employment Development Department (EDD) information provided under this Contract as confidential. The federal and state laws prohibit disclosure of the EDD's confidential information to the public and mandate its protection against loss and against unauthorized access, use, disclosure, modification, or destruction.

The Contractor must therefore, agree to the following security and confidentiality requirements:

ADMINISTRATIVE SAFEGUARDS

- a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Contract that meet the requirements of Title 20, Code of Federal Regulations §603.10.
- b. Warrant by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Contract without liability, in addition to other remedies provided by law.
- c. Warrant and certify that in the performance of this Contract the Contractor will comply with all applicable statutes, rules and/or regulations, and Contract information security requirements, including but not limited to the following:
 - California Unemployment Insurance Code §1094 (Disclosure Prohibitions)
 - Title 20, Code of Federal Regulations §603.9 and §603.10 (Federal Unemployment Compensation Safeguards and Security Requirements)
 - California Civil Code §1798, et seq. (Information Practices Act)
 - California Penal Code §502 (Computer Fraud Act)
 - Title 5, U.S. Code §552a (Federal Privacy Act Disclosure Restrictions)
 - Title 42, U.S. Code §503 (Social Security Act)
 - Title 18, U.S. Code §1905 (Disclosure of Confidential Information)
- d. Except for state agencies, agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations, and Contract information security requirements.
- e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Contract only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Contract.
- f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Contract. "Need-to-know" refers to those authorized personnel who need information to perform their official duties in connection with the use of the information authorized by this Contract.

- g. Notify the EDD Information Security Office (ISO) at (916) 654-6231, immediately upon discovery, that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach. The notification shall be by phone and the caller shall speak directly with a person in the EDD ISO. **It is not sufficient to simply leave a message.** The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identifying responsible personnel (name, title and contact information). The verbal notification shall be followed with an email notification to InformationSecurityOffice@edd.ca.gov.

MANAGEMENT SAFEGUARDS

- Confidential nature of the EDD information.
 - Requirements of this Contract.
 - Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.
- a. Require that all personnel assigned to work with the information provided by the EDD complete the EDD Confidentiality Statement.
- b. Return the following completed documents to the EDD Contract Services Group:
- The EDD Indemnity Agreement is required to be completed by the Contractor, Chief Financial Officer, or authorized Management Representative, unless Contractor is a State Agency.
 - The EDD Statement of Responsibility Information Security Certification is required to be completed by the Information Security Officer or authorized Management Representative.
- c. Permit the EDD to make on-site inspections to ensure that the terms of this Contract are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the EDD Confidentiality Statement completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Contract.
- d. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (d) of this part. Permit the EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to Social Security Act §1137(a) (5)(B).

USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

- a. Use the EDD's confidential information only for purposes specifically authorized under this Contract. The information is not admissible as evidence in any action or special proceeding except as provided under §1094(b) of the California Unemployment Insurance Code (CUIC). Section 1095(u) of the CUIC does not authorize the use of the EDD's confidential information by any private collection agency.
- b. Extraction or use of the EDD information for any purpose outside the purposes stated in this Contract is strictly prohibited. The information obtained under this Contract shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Contract.
- c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Contract is strictly prohibited. Personnel assigned to work with the EDD's confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Contract except as authorized or required by law.

PHYSICAL SAFEGUARDS

- a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.
- b. Secure and maintain any computer systems (network, hardware, and software applications) that will be used in the performance of this Contract. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Contract.
- c. Store all the EDD's confidential documents in a physically secure manner at all times to prevent unauthorized access.
- d. Store the EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The Contractor shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need-to-know" basis only.
- e. A cloud computing environment cannot be used to receive, transmit, store, or process the EDD's confidential data.
- f. Store the EDD's confidential data in encrypted format when recorded on removable electronic storage media, or on mobile computing devices, such as a laptop computer.
- g. Maintain an audit trail and record data access of authorized users and authorization level of access granted to the EDD's data, based on job function.
- h. Direct all personnel permitted to use the EDD's data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Personnel should retrieve computer printouts as soon as they are generated so that the EDD's data is not left unattended in printers where unauthorized personnel may access them.
- i. Dispose of confidential information obtained from the EDD, and any copies thereof made by the Contractor, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to the EDD or destruction of the information utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.

ATTACHMENT D1
CONFIDENTIALITY AGREEMENT

	EDD Contract No. EDD/Contractor ATTACHMENT NO. D-1 Page 1 of 1
---	--

EMPLOYMENT DEVELOPMENT DEPARTMENT
CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

_____, an employee of _____

PRINT YOUR NAME PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the California Unemployment Insurance Code (UIC) §§1094 and 2111, the California Civil Code (CC) §1798 et seq., the California Penal Code (PC) §502, Title 5, USC §552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC §1905.

INITIAL acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

INITIAL acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of the EDD's data.

INITIAL acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 502.

INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

INITIAL acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

INITIAL agree to protect the following types of the EDD confidential and sensitive information:

• Wage Information	• Applicant Information
• Employer Information	• Proprietary Information
• Claimant Information	• Operational Information (manuals, guidelines, procedures)
• Tax Payer Information	

INITIAL hereby agree to protect the EDD's information on either paper or electronic form by:

- Accessing or using the EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

"I certify that I have read and initialed the confidentiality statements printed above and will abide by them."

_____ Print Full Name (last, first, MI)	_____ Signature
_____ Print Name of Requesting Agency	_____ Date Signed
	Check the appropriate box:
	<input type="checkbox"/> Employee <input type="checkbox"/> Student
	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Volunteer
	<input type="checkbox"/> Other _____ Explain

ATTACHMENT D2
INDEMNITY AGREEMENT

	EDD Contract No. EDD/Contractor ATTACHMENT NO. D-2 Page 1 of 1
---	---

EMPLOYMENT DEVELOPMENT DEPARTMENT
INDEMNITY AGREEMENT

In consideration of access to the EDD information which is personal, sensitive, or confidential,

(Enter name of Chief Financial Officer or authorized Management Representative)

agrees to indemnify the EDD against any and all liability costs, damages, attorney fees, and other expenses the EDD may incur by reason of or as a result of any unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Agreement" by any and all employees of:

(Enter Requesting Agency/Entity Name)

This obligation shall be continuous and may not be changed or modified unless agreed to in writing.

In addition, I understand that the following penalties may be incurred for any such misuse of the EDD Information:

1. Any individual who has access to returns, reports, or documents maintained by the EDD who fails to protect the confidential information from being published or open to the public may be punished by imprisonment in the county jail for up to one year or a fine of \$20,000.00 or both. (California Unemployment Insurance Code §§ 2111 and 2122).
2. Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (California Civil Code §1798.53).
3. Any unauthorized access to the EDD computer data, computer systems, or unauthorized use of the EDD data is punishable by a fine or imprisonment in the county jail or both. (California Penal Code §502).

I certify that I have read, understand, and agree with the above terms.

SIGNED BY REQUESTING ENTITY REPRESENTATIVE

_____ Print Full Name (last, first, MI)	_____ Signature
_____ Print Title	_____ Date Signed
_____ Print Name of Requesting Entity	_____ Enter Name Governmental Sponsor/Entity

ATTACHMENT D3
STATEMENT OF RESPONSIBILITY

	EDD Contract No. EDD Customer Code No. EDD/ ATTACHMENT NO. D3 Page 1 of 1
---	--

EMPLOYMENT DEVELOPMENT DEPARTMENT
STATEMENT OF RESPONSIBILITY

INFORMATION SECURITY CERTIFICATION

We, the Information Security Officer and <Enter title of authorized official: Agency Chief Information Officer, Confidentiality Officer, Disclosure Officer, or other individual with delegated signature authority> hereby certify that <TYPE: Name or the requesting entity/agency> has in place the safeguards and security requirements stated in this Agreement. We therefore accept responsibility for ensuring compliance with these requirements, as set forth in Exhibit "D" of the EDD Contract No. M<Enter the EDD Contract Number>.

_____ INFORMATION SECURITY OFFICER SIGNATURE	_____ PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE
_____ PRINT NAME OF INFORMATION SECURITY OFFICER Information Security Officer _____ PRINT TITLE	_____ PRINT NAME _____ PRINT TITLE
_____ TELEPHONE NUMBER	_____ TELEPHONE NUMBER
_____ E-MAIL ADDRESS	_____ E-MAIL ADDRESS
_____ DATE SIGNED	_____ DATE SIGNED

NOTE: Return this Information Security Certification to the EDD Contract Manager with the signed copies of the Contract.

FOR THE EDD USE ONLY

1. Information Security Certification received by:

_____ EDD CONTRACT MANAGER NAME	_____ DATE RECEIVED
------------------------------------	------------------------

2. The EDD information asset access approved by:

_____ CONTRACT MANAGER OR DISCLOSURE COORDINATOR	_____ DATE APPROVED (AFF, EMAIL, ETC.)
---	---

NOTE: The EDD must have a signed "Information Security Certification" in its possession prior to disclosure of any personal, confidential, or sensitive information to the .

EXHIBIT E
SAFEGUARDING CONTRACT LANGUAGE
ADMINISTRATIVE REQUIREMENTS

The following administrative requirements must be completed before services are performed in accordance with the Contract. The Contractor is responsible for any costs or expenses related to time for completing these items. The Employment Development Department (EDD) may terminate the Contract and be relieved of any payments should the Contractor fail to perform the requirements of the Background Investigation at the time and in the manner described below:

a. Background Investigation

Pursuant to Government Code section 1044, the EDD shall conduct a background investigation of the Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors who will have access to Federal Tax Information (FTI) as part of their duties under this Agreement; and reserves the right to disapprove any individual from performing services under the scope of this Agreement. The Background Investigation will include fingerprinting and an inquiry to the California Department of Justice (DOJ) and the Federal Bureau of Investigations (FBI) to disclose Criminal Offender Record Information (CORI). Investigations are conducted to ascertain whether a Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors have any state or federal convictions, or are currently released from custody on bail or on their own recognizance pending trial.

Each Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors who are to perform services under this Agreement must voluntarily consent to a Background Investigation. Fingerprint rolling fees and Background Investigation costs will be borne by the EDD if the preferred fingerprint rolling vendor is utilized. If the Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors choose to go to a non-preferred Live Scan fingerprint vendor, the costs will be borne by the Contractor, payable at the time of fingerprinting and will not be reimbursed by the EDD. Previous clearances and/or investigations conducted by other agencies will not be accepted as an alternative to the EDD's Background Investigation.

Once this Contract is awarded, it is the responsibility of the Contractor to provide a list of names of individuals who will be working on site at an EDD location or working remotely with access to EDD information (data) and/or information assets (servers, workstations, routers, switches, printers, etc.) to the Contract Monitor. The Contractor will be provided BCIA 8016 forms for its employees, contractors, agents, volunteers, vendors, or subcontractors to utilize for their fingerprint rolling at an EDD preferred fingerprint rolling vendor. The EDD will receive the CORI reports from DOJ and evaluate the information provided against the EDD's established criteria. The Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors must successfully pass a background investigation pursuant to the EDD's criteria prior to the EDD issuing a badge or access to the EDD's data

Within 5 business days, the Contractor shall notify the EDD Contract Monitor when its employee, contractor, agent, volunteer, vendor, or subcontractor, working under this Agreement is terminated, not hired, or reassigned to other work. Within 5 business days, the Contractor shall notify the EDD Contract Monitor when its new employee, contractor, agent, volunteer, vendor, or subcontractor is assigned to work under this Agreement in order for the EDD to commence conducting a background investigation of its new employee, contractor, agent, volunteer, vendor, or subcontractor.

b. Annual Information Security Awareness and Privacy Training

California state policy requires that the EDD must provide for the proper use and protection of its information assets and arrange for basic security and privacy awareness training (SAM sections 5305.1, 5320.1, 5320.2, 5320.3, SIMM 5330-B) for new users and annually thereafter. Therefore, the Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors who access state resources must complete the designated EDD online annual Information Security Awareness and Privacy Training prior to accessing EDD information assets and/or beginning work on a contract. The EDD University will set up a training account. While the training course is provided by the EDD, any expenses, including Contractor time, related to new and/or annual Information Security Awareness and Privacy Training will be the responsibility of the Contractor.

EXHIBIT F
SAFEGUARDING CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) The Contractor and the Contractor's employees, Contractors, agents, volunteers, vendors, or subcontractors must meet the background check requirements provided in Exhibit F of this Contract.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any Internal Revenue Service (IRS) data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting federal tax information (FTI) must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the IRS.
- (9) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office. (See Section 10.0, Reporting Improper Inspections or Disclosures of the [IRS Publication 1075](#).) The agency will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth in 26 C.F.R. § 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth in 26 C.F.R. § 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. § 552(a). Specifically, 5 U.S.C. § 552(a)(i)(1), which is made applicable to Contractors by 5 U.S.C. § 552(a)(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A. (See [Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure of the IRS Publication 1075](#)). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See [Section 10.0, Reporting Improper Inspections or Disclosures of the IRS Publication 1075](#).) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

* Language used throughout Exhibit F is derived from [IRS Publication 1075](#)

EXHIBIT G
SPECIAL TERMS AND CONDITIONS

1. **CONTRACT APPROVAL**

The Contract is not effective until it has been approved by the State. The Contractor may not commence performance under this Contract until it has been approved by the State.

Should the Contractor begin work prior to receiving a copy of the approved Contract, any work performed prior to execution of the contract shall be considered as having been done at the Contractor's own risk and as a volunteer.

2. **LOBBYING RESTRICTIONS**

The Contractor must certify lobbying activities and disclose lobbying activities by completing the Certification Regarding Lobbying and Disclosure of Lobbying Activities and submit it with the Offer. The forms shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352.

3. **CERTIFICATION REGARDING DEBARMENT**

Debarment, suspension, ineligibility and voluntary exclusion of lower tier covered transaction certification is required for this procurement by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (Pages 19160-19211).

4. **WORKFORCE INNOVATION AND OPPORTUNITY ACT**

Contractor agrees to conform to the nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 37 and 38.

5. **PUBLIC CONTRACT CODE**

The Contractor is advised that he/she has certain duties, obligations, and rights under the Public Contract Code §§ 10335 – 10381 and 10410 - 10412, with which the Contractor should be familiar. These Public Contract Code sections can be viewed at:

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=10335
http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=10381
http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=10410

6. **NOTICES**

All notices relating to this Contract shall be in writing and shall be sent to the respective Contract Managers set forth in this Contract. All such notices shall be deemed delivered if deposited, postage prepaid, in the United States mail and sent to the parties' last known address.

7. AVOIDANCE OF CONFLICTS OF INTEREST BY CONTRACTOR

- A. Consultants are advised that that Political Reform Act prohibits public officials, which include consultants, from making, participating in making, or in any way attempting to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. (Government Code § 87100; see Government Code § 81000 and Government Code § 1090 et seq.). For purposes of this contract, consultants are defined as any individual performing work under this contract.
- B. The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.
- C. The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- D. During the performance of this contract, should the Contractor become aware of a financial conflict of interest that may foreseeably allow an individual or organization involved in this Contract to materially benefit from the State's adoption of an action(s) recommended as a result of this contract, the Contractor must inform the State in writing within 10 working days.
- E. Failure to disclose a relevant financial interest on the part of the consultant will be deemed grounds for termination of the Contract with all associated costs to be borne by the Contractor and, in addition, the Contractor may be excluded from participating in the State's bid processes for a period of up to 360 calendar days in accordance with the Public Contract Code section 12102(j).
- F. The EDD may request additional information regarding a consultant's economic interests. If the additional information is not provided to the satisfaction of the EDD, then the Contractor must provide a substitute consultant with similar credentials to resolve the potential conflict as provided in paragraph D.
- G. Consultants are advised that the Fair Political Practices Commission has jurisdiction to enforce the Political Reform Act and may seek civil and criminal prosecution for violations of the act, including failure to disclose financial interests. Other penalties for violating the Political Reform Act could include fines, conviction of a misdemeanor, disqualification from serving in public office or as a lobbyist, and being responsible for the costs of the litigation, including attorney's fees.
- H. All consultants providing work under this Contract shall include a completed Statement of Economic Interests, Form 700 http://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Form%20700/2017-18/Form_700_2017_2018.pdf at the time of award. In addition, consultants shall file a Form 700 annually by April 1, thereafter during the life of the contract. Each new and/or substitute consultant shall file a Form 700 prior to performing any work on the contract.
- I. Consultants are advised that they may amend their Form 700 at any time and that amending an incorrect or incomplete report may be considered evidence of good faith by the Fair Political Practices Commission.

8. DISPUTES

Any dispute concerning a question of fact arising under the term of this Contract which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

9. SUBCONTRACTOR LANGUAGE

Nothing contained in this Contract shall create any contractual relationship between the State and any subcontractor, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the State for the act and omissions of its subcontractor and of persons either directly or indirectly employed by any of them.

The Contractor's obligation to pay its subcontractors is independent from the State's obligation to make payment to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

10. BACKGROUND INVESTIGATION

The EDD shall conduct a background investigation of the Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors, unless the EDD determines such individuals are not subject to a background investigation. Individuals must voluntarily consent to a background check and the EDD reserves the right to disapprove any individual from performing services under the scope of the Contract.

Investigations will be conducted to ascertain whether a Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors have any state or federal convictions, or are currently released from custody on bail or on their own recognizance pending trial. The background investigation will include fingerprinting and an inquiry to the California Department of Justice (DOJ) and the Federal Bureau of Investigations (FBI) to disclose Criminal Offender Record Information (CORI). The EDD will absorb the cost of the fingerprinting services.

11. EVALUATION OF CONTRACT/CONTRACTOR

For IT Services over \$500,000, within sixty (60) days after the completion of the Contract, the Program Manager shall complete a written evaluation of Contractor's performance under the Contract. A copy of the STD 971 must be emailed to the State Department of Technology at form971@state.ca.gov and shall remain in the contract file for 36 months. If the Contractor did not satisfactorily perform the work, a copy of the evaluation form will be sent to the Contractor within fifteen (15) working days of the completion of the evaluation. (PCC 12102.3). You may view the form here: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std971.pdf>

12. CONTRACTOR STAFF CHANGES

The Contractor reserves the sole right to determine the assignment of its employees. The Contractor agrees to notify LWDA in writing of all changes in personnel assigned to this Contract as soon as is practicable.

The Contractor agrees that if LWDA determines that Contractor personnel are failing to adequately perform services, the Contractor shall provide substitute personnel that meet or exceed all minimum qualifications as stated in this Contract.

The Contractor agrees that if Contractor personnel assigned to the project are unable to perform their duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall provide substitute personnel that meet or exceed all minimum qualifications as stated in this Contract.

13. OWNERSHIP RIGHTS

All data, documents, software and other artifacts produced under the contract become the sole property of EDD/LWDA with an exception for preexisting materials to remain owned by the Contractor.

14. CANCELLATION

The LWDA has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.