

Workforce Services Branch
Statewide Economic Development Operational Plan

Request for Proposal (RFP) # 101328
For Economic Development/Consulting Services



EMPLOYMENT DEVELOPMENT DEPARTMENT

March 26, 2024

INVITATION

You are invited to review and respond to this Request for Proposal (RFP) #101328 for Economic Development/Consulting Services. The services required are described in Section IV, Exhibit A, and the Scope of Work (SOW).

The purpose of this RFP is to solicit proposals from vendors with the resources, experience, and ability to develop and implement a statewide economic development operational plan to compliment the State of California's investment into the thirteen economic regions across the state, known as the California Jobs First, supported by the Regional Investment Initiative.

The services to be performed by the successful Proposer shall include, but not be limited to: develop and implement a detailed work and implementation plan; conduct analysis of statewide economic data; utilize technology to develop dashboards; provide technical assistance on the implementation of this plan.

The term of the resulting contract will be June 1, 2024, or upon final contract approval, through May 31, 2026.

NOTE: For the purpose of this RFP, the EDD has elected to waive the DVBE participation requirement and incentive.

Following the instructions in this RFP, submit Proposals to the Procurement Official below:

Regular, Overnight and/or Express Delivery:

Employment Development Department
Mail Services Unit
722 Capitol Mall, Room 2071
Sacramento, CA 95814
Attn: Cory Buttler, Contract Services Group, MIC 62-C

NOTE: Alternatively, proposers may use electronic submission for all proposal Attachments with the exception of Attachment 6, Cost Matrix. Electronic signatures are acceptable in accordance with State Administrative Manual Section 1240. Proposers using electronic submission must send their electronic submissions to BOPSDContractsExternal@edd.ca.gov. Attachment 6, Cost Matrix, must be physically submitted in a sealed envelope by regular or overnight/express delivery.

Proposals not received by the date and time specified in Section I, G. Key Action Dates will be rejected. It is suggested that Certified or Registered mail with return receipt requested be used.
The EDD will not consider Proposers that fail to submit the Cost Matrix in physical form. No submissions by fax will be accepted.

This RFP does not constitute a commitment by the State of California to award a contract. The State reserves the right to reject any or all Proposals received if the State determines that it is in the State's best interest to do so.

Any questions regarding this RFP can be directed to the Procurement Official, Cory Butler
BOPSDContractsExternal@edd.ca.gov. Please include “EDD RFP No. 101328” in the subject line of the email.

TABLE OF CONTENTS

I.	General Information.....	1
A.	Background	1
B.	Purpose	2
C.	Period of Performance.....	2
D.	Minimum Qualifications (MQs) and Requirements	2
E.	Written Questions	4
F.	RFP Response Content.....	4
G.	Key Action Dates	4
H.	Instructions for Response.....	5
I.	Contract Award.....	5
J.	Definitions and Terms.....	6
K.	Grounds for Rejection.....	6
L.	Notice of Intent to Award/Protest Procedures.....	7
M.	Disposition of Proposals	8
N.	California Taxpayer and Shareholder Protection Act of 2003	8
O.	Public Contract Code.....	8
P.	Performing a Commercially Useful Function.....	9
Q.	Conditions and Commitment	9
II.	Review/Scoring Information.....	10
A.	Receipt and Review.....	10
B.	State Review Team	10
C.	Review Criteria	10
D.	Scoring Methodology	10
E.	Proposal Evaluation Process.....	22
III.	Attachments	24
	Attachment 1 Required Attachment Checklist.....	24
	Attachment 2 Cover Letter (Pass/Fail)	25
	Attachment 3 Narrative Scope of Work Response (Max. 350 Points)	26
	Attachment 4 Company Résumé and References (Max. 50 Points)	28
	Attachment 5 Staff Résumés and Qualification Matrices (Max. 100 Points).....	30
	Attachment 6 Cost Matrix (Max. 300 Points)	34
	Attachment 7 Iran Contracting Act.....	36
	Attachment 8 Payee Data Record.....	37
	Attachment 9 Workers' Compensation Certification	38
	Attachment 10 Proof of Registration – California Secretary of State.....	39
	Attachment 11 Small Business (SB) Certification (if applicable)	40
	Attachment 12 Bidder Declaration	41

Attachment 13 Darfur Contracting Act Certification.....	42
Attachment 14 California Civil Rights Laws Certification	43
Attachment 15 Certification Regarding Lobbying	44
Attachment 16 Disclosure of Lobbying Activities	45
Attachment 17 Debarment Certification	47
IV. CONTRACT EXHIBITS.....	49
EXHIBIT A SCOPE OF WORK.....	49
EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS.....	599
ATTACHMENT B-1 COST TABLE	611
EXHIBIT C GENERAL TERMS AND CONDITIONS.....	622
EXHIBIT D SPECIAL TERMS AND CONDITIONS.....	63
EXHIBIT E PROTECTION OF CONFIDENTIALITY.....	68
ATTACHMENT E-1 VENDOR/CONTRACTOR CONFIDENTIALITY STATEMENT.....	72
ATTACHMENT E-2 INDEMNITY AGREEMENT.....	74
EXHIBIT F SAFEGUARDING CONTRACT LANGUAGE ADMINISTRATIVE REQUIREMENTS..	75

I. General Information

A. Background

In 2021, Governor Newsom signed Senate Bill (SB) 162 to establish the Community Economic Resilience Fund, hereafter referred to as the Regional Investment Initiative. The Regional Investment Initiative is a \$600M investment into regional economic development, the first of its kind in state history. The initiative was branded as California Jobs First in October 2023. The program is overseen and implemented by an Interagency Leadership Team comprised of the principal officers of the Governor's Office of Business & Economic Development (GO-Biz), Labor & Workforce Development Agency (LWDA), and Governor's Office of Planning & Research (OPR). The Interagency Leadership Team defined 13 economic regions across the state and granted each region \$5M to develop regional economic development strategies under the Planning Phase.

The California Jobs First Planning Phase requires that each region establish a Jobs First Collaborative with a governance structure, that is representative of their region and includes voices at the table such as labor, environmental justice, CA Tribal communities, disinvested communities, business, local governments, and more. Upon development of the governance structure, regions are required to conduct regional economic research, as well as develop an economic development strategy.

Additionally, the State has invested \$39M in pilot projects across the state, \$25M investment into a Tribal Fund, \$182M into the Pre-Development Fund, and \$268M into the Implementation Fund.

These pilot projects were intended to fund projects across the state that prioritize climate, equity, and jobs. These projects are examples of what the Interagency Leadership Team is looking to support under the Implementation Fund.

The Tribal Fund is going to be managed by a third-party intermediary to ensure maximum flexibility for CA Tribal communities. This funding can be used across a variety of planning and implementation activities.

The Pre-Development Fund is supporting the long-term operations of the governance structures, as well as the predevelopment of projects and community financing mechanisms. These predevelopment activities must align with the climate, equity and jobs values of California Jobs First and should align with other state and federal funding opportunities.

Each of the agencies engaged in California Jobs First has a staff team that provides a differing level of support to the program and granted agencies. GO-Biz has a staff team that provides technical assistance to the State's regional partners that are granted to manage the development of the regional economic development strategies. OPR has a staff team that provides support to the Interagency Leadership Team on program development and develop resources for each of the regional grantees. LWDA and the Employment Development Department (EDD) provide administrative and technical support of the program management, fiscal policy, and workforce development.

The Interagency Leadership Team, on behalf of Governor Newsom, is now seeking to identify the ways in which the State of California can support each of the 13 regions as they look to implement the strategies that they have developed. California Jobs First has required the regions to develop the strategies and now the State needs to identify how it will respond.

The outcome of this RFP will be an Operational Plan for how the State of California seeks to support the regions in implementing their strategies. The successful Proposer will also be responsible for providing technical assistance to agencies and departments as they seek to implement the components of the operation plan itself.

B. Purpose

The Interagency Leadership Team seeks to develop a statewide operational plan outlining the ways in which the State of California can assist the regional Jobs First Collaboratives in implementing their strategies. This plan will be implemented by a variety of state agencies and community partners. It is intended to build on the work of the regions and will include the following components:

- Research & State Prioritization
- Regional Investments
- Workforce
- Business Development
- Monitoring & Evaluation

C. Period of Performance

The term of the resulting contract is from June 1, 2024, or upon final contract approval, for a term of 24 months, and may be extended for an additional 12-month period. If the Contractor starts performance before final approval of the Contract, it shall be considered voluntary on the part of the Contractor and non-compensable by the EDD.

D. Minimum Qualifications (MQs) and Requirements

- 1. Qualified Business in Good Standing:** If the Contractor is a Corporation, the Contractor must be registered with the Secretary of State's Office to do business in California. "Doing business" is defined in California Revenue & Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. 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. The EDD will determine whether a corporation is in good standing by verifying the Respondent's status with the Office of the Secretary of State.
- 2. Subcontractors:** Any subcontractor that the Contractor chooses to use in fulfilling the requirements of this agreement and is expected to receive more than 10 percent of the value of the agreement must also meet all contractual administrative requirements of the contract, complete Attachments 7-11 and Attachments 13-17.

These attachments must be provided with the proposal. Three company references must also be included with the proposal for any subcontractor that is expected to receive more than 10 percent of the value of the agreement. Reference contacts cannot be individuals currently working for the Contractor whom the subcontractor would support for this proposal. Multiple references from one company/agency will not be accepted. Failure to provide all required documents for subcontractors, as described in this section, may result in the rejection of the proposal.

If using subcontractors, the Contractor shall provide the subcontractor(s)'s qualifications, responsibilities, and capacity at each stage of the contract. The EDD may exercise the option to replace subcontractor(s) at any time during the contract if unsatisfied with their services.

The Proposal must include a list and résumé for each of the subcontractors' key personnel listed to provide services under the Agreement if that subcontractor is identified prior to the submission of this proposal.

The Contractor will act as the prime contractor under this contract. In addition to identifying all personnel proposed to work under this contract, the Contractor must also identify their sub-contractor affiliation as applicable. If the sub-contractor is a California Certified Small Business and/or Disabled Veteran Business Enterprise (DVBE), those amounts paid to certified sub-contractors shall be identified on the Contractor's invoice(s).

3. Knowledge/Experience Requirements:

- The Contractor and/or sub-contractor must have knowledge and experience with performance of services that are the same as (or substantially similar to) the services required in the SOW.
- The Contractor and Contractor's staff must be able to work with designated EDD staff. They must possess strong interpersonal skills with an emphasis on customer service, teamwork, and communications.

4. Statement of Economic Interests (Form 700)

Upon Contract award, every Contractor staff member engaged under the Contract must execute a Statement of Economic Interests Form 700 (<http://www.fppc.ca.gov/Form700.html>) prior to their starting work at the EDD. 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. Each new and/or substitute consultant shall file a Form 700 prior to performing any work on the contract.

E. Written Questions

All questions regarding the content of this RFP must be submitted in writing via e-mail to BOPSDContractsExternal@edd.ca.gov. All questions must be received by the date and time listed in Section I, G. Key Action Dates. Questions not submitted via e-mail by the deadline shall be answered at the State's option. When review of the questions has been completed, all questions and answers will be posted to Cal eProcure (<https://caleprocure.ca.gov/>), and it shall be the Respondents' responsibility to access the Question and Answer (Q&A) Set and any Addenda. If needed, an Addendum will be issued, and Respondents will have three (3) business days to ask questions about changes in the Addendum. Verbal information concerning this RFP shall not be binding upon the State.

F. RFP Response Content

The Contractor shall provide qualified staff who can complete the identified tasks within the Scope of Work (SOW). Staff résumés must show relevant experience. The EDD requires the Contractor to provide staff with the knowledge, skills, and abilities for this project as detailed in Section III, Attachment 5.

Failure to respond to any portion of the required response content information, or altering any of the RFP forms and attachments, may deem the Proposal as non-responsive and ineligible for award. The required information will be used by the State's selection team to determine and verify the Contractor's ability to perform the tasks and activities defined in the Contractor's proposal.

G. Key Action Dates*

Action	Date
Release RFP	March 26, 2024
Deadline to Submit Questions	April 1, 2024
Response to Questions	April 2, 2024
Proposals Due	April 17, 2024, by 3:00 PM PST
Oral Interviews	Week of April 22, 2024
Proposal Selection/Intent to Award	April 26, 2024
Last Day to Protest Award	May 3, 2024, by 5:00 PM PST
Contract Commencement	June 1, 2024, or upon final approval

**All dates after the Proposal Due Date are tentative and may be subject to change without a formal Addendum*

H. Instructions for Response

This Section contains the instructions that interested parties must meet to submit a responsive Proposal. It provides information regarding the format in which Proposals must be submitted and the material to be included. Proposals submitted in response to this RFP must contain all data/information requested and must conform to the format prescribed.

It is the Respondent's responsibility to provide all required data and other information deemed necessary for the State's team to determine and verify the Consultant's ability to perform the tasks and activities defined in the Section IV, Exhibit A – Scope of Work (SOW). Proposals may be disqualified if they fail to respond completely to RFP requirements and subsequent Addenda.

Respondents must submit their Proposal in a format compatible with the EDD standard software applications (e.g., Adobe, Microsoft Office). Printed documents must be single-spaced, using a typeface of Arial 12 point (a smaller font may be used for tables). Proposals shall be printed on 8-1/2 x 11" white paper. Printing on both sides of the paper is encouraged.

If submitting the entire proposal in hard copy form, hard copies must be clearly marked "EDD RFP #101328." Proposals submitted under improperly marked covers may be rejected. One copy of the Proposal must be clearly marked "Master Copy No. 1 of 6" and contain all original signatures. All other copies must be marked "No. n of 6", where n is the number 2, 3, 4, 5, or 6. The Master Copy and all other copies must be individually bound with tab separators to facilitate the State's review process. If one copy of the Proposal is not clearly marked "Master Copy," the EDD may, at its sole option immediately after Proposal opening, select one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the Proposal, the Proposal may be rejected. However, if the Proposal is not rejected, the Master Copy will provide the basis for resolving discrepancies. The Cost Matrix must be submitted in a separate, sealed envelope. See the "Invitation" section at the start of the RFP for information on electronic submission.

The EDD must receive your Proposal in the number of copies stated not later than the date and time specified in Section I, G. Key Action Dates. Proposals not received by the date and time specified in Section I, G. Key Action Dates will be rejected.

I. Contract Award

The EDD will compare Proposals submitted in response to this RFP based on the scoring criteria laid out in Section II. C Review Criteria.

This RFP and the selected Contractor's Proposal will be attached and incorporated by reference into the resulting Agreement.

J. Definitions and Terms

1. The EDD has established certain requirements with respect to bids to be submitted by prospective Contractors. The use of "shall," "must," or "will" (except to indicate future tense) in the RFP indicates a requirement or condition which is material and may not be waived by the EDD.
2. The words "should" or "may" in the RFP indicate desirable attributes of conditions but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature will not in itself cause rejection of the proposal.
3. The use of the term "EDD" refers to the Employment Development Department.
4. The use of the terms "Proposer(s)," "Bidder(s)," and/or "Respondent(s)" refers to entities responding to this RFP.
5. Material Deviations. Material deviations from the RFP requirements will cause the bid to be disqualified. EDD's right to reject a submission due to a material deviation will not be waived.

K. Grounds for Rejection

EDD may waive its right to reject a submission due to a deviation where the deviation is immaterial. However, the waiver applied on immaterial deviation in a proposal shall in no way modify any required RFP form or excuse the Proposer from full compliance with the RFP requirements if the bidder is awarded the contract.

A proposal shall be rejected for any material deviation and/or reasons including, but not limited to, the following:

1. The proposal is received at any time after the exact time and date set for receipt of proposals.
2. The proposal is not either completed in ink (if submitting the entire proposal in hardcopy form) or typed (all attachments except the Cost Matrix may be submitted electronically, in accordance with the Invitation section).
3. The Cover Letter (Attachment 2) is unsigned.
4. The proposal does not meet the requirements of Section II. D. 2. Administrative Requirements.
5. The bidder has been decertified from contracting with the EDD by the Department of Fair Employment and Housing.

6. The bidder has received substantive negative contract evaluation from the State of California.
7. The proposal contains false or misleading statements or references that do not support an attribute or condition contended by the bidder, if in the opinion of the EDD such statements or references were intended to erroneously mislead the EDD in its evaluation of the proposal.
8. The proposal is conditional, incomplete, contains any alterations of form and/or other irregularities of any kind deemed material.
9. The bidder has had a contract with the State of California canceled due to failure to comply with the Drug-Free Workplace Act of 1990.
10. The bidder is irresponsible (e.g., has not paid taxes; has no business license or active status with the California Secretary of State (SOS); has submitted a bid when a license or SOS status is subject to suspension/cancellation on the date of the bid opening and/or award of the contract, or during the proposed term of the Agreement; submitted a bid without an authorized signature; falsified any information in the proposal package; or has provided poor performance on a previous contract with the EDD.).

L. Notice of Intent to Award/Protest Procedures

1. The contract shall be awarded to the bidder meeting the mandatory RFP requirements and based on the evaluation criteria as outlined in Section II, Review/Scoring Information. The EDD reserves the right not to award a contract, to reject any or all proposals, or to declare all proposals drafts.
2. Upon selection of a proposed contractor, a Notice of Intent to Award will be posted for five (5) working days (starting the day after posting) on Cal eProcure. Any bid protests must be submitted during this five (5) working day period.
3. If a bidder chooses to protest the Notice of Intent to Award:
 - a. Protests must be filed with the EDD and the Department of General Services (DGS), Office of Legal Services (OLS). Protests must be mailed or delivered to:

Department of General Services, Office of Legal Services
Attention: Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Email: OLSPtests@dgs.ca.gov

AND

Employment Development Department
Attention: Cory Buttler, Contract Services Group
800 Capitol Mall, MIC 62-C
Sacramento, CA 95814
Email: BOPSDContractsExternal@edd.ca.gov

M. Disposition of Proposals

1. All materials submitted in response to this RFP will become the property of the EDD, and as such, are subject to the Public Records Act (Government Code, Section 7920.000, et seq.). The EDD will disregard any language purporting to render all or portions of any proposal confidential.
2. After proposals are evaluated and the notice of intent to award has been posted, all proposals shall be available for public inspection. A proposal marked “Confidential” or “Proprietary” may be rejected and marking it as such does not keep the document(s) from being released as part of the public record following issuance of the notice of intent to award.
3. The EDD may return a proposal to a bidder upon written request after **conclusion of** the bid process.

N. California Taxpayer and Shareholder Protection Act of 2003

This RFP and any resulting contract are subject to all requirements as set forth in Part 2 of Division 2 of the Public Contract Code (PCC), Section 10286 that includes, but is not limited to, providing written submission of a declaration stating that the supplier is eligible to contract with the State of California pursuant to statutory requirements. Failure of the bidder to comply with and provide information, when requested by the awarding department within the time indicated, will cause the supplier's bid response to be considered non-responsive and their bid will be rejected.

O. Public Contract Code

The Contractor is advised that it 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.

P. Performing a Commercially Useful Function

In accordance with Government Code Section 14837 and Military and Veterans Code Section 999, all certified Small Businesses (SB)/Micro-Businesses (MB), Disabled Veteran Business Enterprise (DVBE) contractors, subcontractors and suppliers that bid on or participate in a state contract, regardless of whether it is a verbal or written solicitation must perform a Commercially Useful Function (CUF). A certified SB/MB or DVBE is deemed to perform a CUF if the business does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out its obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Responsible for obtaining/maintaining inventories, materials, and supplies required for the contract, for negotiating price, determining quality, quantity, ordering, installing (if applicable), and making payments.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

Q. Conditions and Commitment

Upon submittal of a proposal, the bidder has committed to comply with the following requirements:

- General Terms and Conditions available for viewing at <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf>.
- Contractor Certification Clauses effective 4/4/2017 available at <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf>.

II. Review/Scoring Information

A. Receipt and Review

Each proposal will be date and time marked as it is received. The EDD will verify that all responses are submitted under an appropriate cover, sealed, and properly identified. Proposals will remain sealed until the designated time for opening.

The EDD shall review and compare Proposals based on the scoring criteria laid out below in Section II. C.

B. State Review Team

The State has established a Review Team comprised of individuals selected from management and staff. The Review Team will review and compare Proposals in accordance with the process described in this Section. The State may engage additional qualified individuals during the review process to assist the Review Team in understanding financial, legal, contractual, or program issues. These individuals will not have responsibility for assigning points during the review process.

C. Review Criteria

1. Proposal Validation Check

The State will record the time of receipt for each Proposal. All Proposals must be received by the time and dates specified in Section I, G. Key Action Dates. The EDD will not accept Proposals delivered after the time and dates specified in the Key Action Dates.

2. Administrative Requirements (Pass/Fail)

The Procurement Official will check all Proposals for the presence of the required information and to determine if the structure and content is in conformance with the RFP's instructions for response and administrative requirements. The administrative requirements are assessed on a pass/fail basis.

D. Scoring Methodology

The EDD will use a multi-step scoring methodology to determine which Proposal best meets the needs of the State. Proposals will be compared using a point system based on responsiveness to the RFP as follows:

RFP Category	Maximum Points Possible
Administrative Requirements	(Pass/Fail)
Narrative Scope of Work Response	350
Company Résumé and References	50
Staff Résumés and Qualifications Matrices	100
Cost Matrix	300
Oral Interview	200
TOTAL:	1000

The responsive Proposal that passes all mandatory requirements and earns the highest point total will be selected for award.

1. Criteria for Scoring

Mandatory requirements are scored as Pass/Fail. Scored requirements are based on a percentage of points possible for the specific requirement(s) being scored.

Percentages and their corresponding criteria are described in each of the following sections.

The EDD will use the following scoring system to assign points for Narrative Scope of Work Response, the Company Résumé and References, and the Oral Interview.

PERCENTAGE OF TOTAL POINTS AVAILABLE	RATING	FACTORS
0%	Inadequate	Proposal response (e.g., content and/or explanation offered) is inadequate or does not meet EDD needs/requirements or expectations. The omission(s), flaw(s) or defect(s) are significant and unacceptable.
75%	Adequate	Proposal response (e.g., content and/or explanation offered) is fully adequate or fully meets the EDD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and acceptable.
100%	Exceeds Expectations	Proposal response (e.g., content and/or explanation offered) is above average and exceeds the EDD's needs/requirements or expectations. Proposer offers one or more enhancing feature, method, or approach that will enable performance to exceed the EDD's basic expectations.

In assigning points, raters may consider factors including, but not limited to the:

- a. Extent to which a proposal response is lacking information, lacking depth or breadth, lacking significant facts and details;
- b. Extent to which a proposal response is fully developed, comprehensive, and has few, if any weaknesses, defects or deficiencies;
- c. Extent to which a proposal response demonstrates that the bidder understands EDD needs, the services sought, and the contractor's responsibilities;
- d. Extent to which a proposal response illustrates the bidder's capacity to perform all services and meet all scope of work requirements;
- e. Extent to which a proposal response, if implemented, will contribute to the achievement of EDD goals and objectives; and/or,
- f. Extent to which a proposal response demonstrates the bidder's capacity, capability, and commitment to exceed regular service needs (e.g., enhanced features, approaches, or methods; creative or innovative business solutions).

2. Administrative Requirements (Pass/Fail)

Administrative requirements address the structure and content of the Proposal. They are mandatory requirements, are Pass/Fail, and receive no points. A Fail response to any of the administrative requirements will disqualify the Proposal from further review.

ID	Administrative Requirements	Review Criteria
1.	Proposal received timely.	Pass/Fail
2.	Proposal received in the format prescribed.	Pass/Fail
3.	Proposal contains Required Attachment Checklist (Attachment 1).	Pass/Fail
4.	Proposal contains a correctly completed and signed Cover Letter (Att. 2).	Pass/Fail
5.	Proposal contains a Narrative Scope of Work Response (Att. 3) for all deliverables contained in Section IV, Exhibit A – Scope of Work.	Pass/Fail
6.	Proposal contains a Company Résumé and three (3) Company References with original signatures from customer references (Att. 4).	Pass/Fail
7.	Proposal contains a completed Staff Résumé and initialed Qualification Matrix and résumé for each proposed staff member listed (Att. 5). NOTE: Qualifications must be initialed in order to be considered met. Check marks, "X" marks and other similar marks will not be accepted.	Pass/Fail
8.	Proposal contains a completed Cost Matrix (Att. 6) in a separate, sealed envelope.	Pass/Fail
9.	Proposal contains a signed Iran Contracting Act Certification (Att. 7).	Pass/Fail
10.	Proposal contains a signed and fully completed Payee Data Record (Att. 8). NOTE: Section 6 of the form is optional to complete.	Pass/Fail
11.	Proposal contains a signed Workers' Compensation Certification (Att. 9).	Pass/Fail
12.	Proposal contains proof that company is registered with the CA Secretary of State's Office and in good standing (Att. 10).	Pass/Fail
13.	Proposal contains a certification from the Department of General Services that company is a certified California Small Business, if applicable. (Att. 11).	Pass/Fail
14.	Proposal contains a fully completed Bidder Declaration including all required information for all proposed subcontractors (Att. 12).	Pass/Fail
15.	Proposal contains a signed Darfur Contracting Act Certification (Att. 13).	Pass/Fail
16.	Proposal contains a signed California Civil Rights Laws Certification (Att. 14).	Pass/Fail
17.	Proposal contains a signed Certification Regarding Lobbying (Att. 15).	Pass/Fail
18.	Proposal contains a signed Disclosure of Lobbying Activities (Att. 16).	Pass/Fail
19.	Proposal contains a signed Debarment Certification (Att. 17).	Pass/Fail

3. Narrative Scope of Work Response (Max. 350 Points) – Attachment 3

The State considers the quality of the Respondent's response to this RFP to be indicative of the work that would be expected under a subsequent contract. The response will be reviewed and points will be assigned based on a general assessment that is worth a maximum of three hundred and fifty (350) points. Contractor must respond in detail to the Scope of Work identified in Section IV, Exhibit A.

In preparing their response the Respondent must adhere to these General Requirements for the Proposal:

- a. Provide a Table of Contents.
- b. Include tabbed sections.
- c. Ensure proposal is well-organized, comprehensive, and technically sound.
- d. Include clear and distinctive explanations.
- e. Do not just provide a repeat of the RFP requirements but demonstrate a well thought out approach to meeting the requirements of the RFP.

The Narrative Scope of Work Response will be scored in accordance with the points assigned to each section of the narrative as set forth in the table below. Respondents must score a minimum of 300 points in this section in order to have their submission further considered.

	Maximum Score
<p>1. Detailed Work and Implementation Plan</p> <ul style="list-style-type: none">• Describe how you propose to fully execute on the completion of each of the chapters as identified below:<ul style="list-style-type: none">(i) research and state prioritization, (ii) regional priorities and investments, (iii) workforce, (iv) business development, and (v) monitoring and evaluation.• Identify any critical milestones, phases, or decision points, including:<ul style="list-style-type: none">○ Each task and activity required to achieve each critical milestone, phase, or decision point.○ Any tasks that are inter-related with one another.○ Any task that has dependencies and identify such dependencies.○ Approximate start and end dates for each task, milestone, and/or critical decision point.○ Type of resource that will be needed to accomplish each task.• Implementation plan must take into consideration potential ongoing updates/revisions to the plan.	100

<p>2. Describe the process the applicant proposes to ensure the operational plan for the State of California meets the intended objectives. This includes the proposed process to do the following:</p> <ul style="list-style-type: none"> • Engage effectively and strategically with Jobs First Collaboratives for the development of Statewide and Regional Summaries. • Engage effectively and strategically with the EDD, GO-BIZ, OPR, and LWDA for the development of each required chapter. • Development of Regional Priorities and Investments, which shall serve as an investment playbook for the local, state, and federal government, as well as private investors and philanthropic partners. Describe the proposed approach for identifying and categorizing projects and existing funding sources, as well as emerging mechanisms to fund economic development projects. • Workforce activities will entail a comprehensive assessment of sectors, systems, and people. Describe the proposed methodology for the analyzing jobs and skills within the state prioritized sectors, identifying and developing a comprehensive approach to support worker training and supportive services, access to training opportunities, and job placement. 	100
<p>3. Describe the proposed Technical Assistance approach to the Interagency Leadership Team and other relevant agencies on the implementation of the operational plan. This includes the proposed process to do the following:</p> <ul style="list-style-type: none"> • Meet regularly with the Interagency Leadership Team and relevant partners to provide them with data-driven feedback. Feedback should assess plan's progress and discuss solutions to any challenges being experienced. • Identify and deliver capacity building activities: <ul style="list-style-type: none"> ○ Coordinate technical assistance on relevant topics for the Interagency Leadership Team and other relevant partners, either as necessary or as requested by the State. • Create and support a process for ongoing innovation and quality improvement. • Provide technical guidance in the implementation of the operational plan to ensure project practices are institutionalized and work continues beyond the grant period of performance. 	100

4. Describe the proposed Communications approach to the Interagency Leadership Team and other relevant agencies on the California Jobs First brand. This includes the proposed process for: <ul style="list-style-type: none">• Developing a communications strategy• Executing the communications strategy• Supporting several agencies in developing and executing the communications strategy.	50
Total	350

4. Company Résumé and References (Max. 50 Points) – Attachment 4

Points will be assigned based on the strength of the résumé submitted by the Respondent and on the Customer Satisfaction Ratings provided by the three (3) references. Original signatures are required on the three (3) company references. A maximum of fifty (50) points are available for this evaluation element.

The Respondent must submit a Company résumé that includes prior engagements similar in scope or complexity to the SOW and should not exceed five (5) pages. The Respondent shall include a statement expressing Company-wide resources the Respondent will make available to further enable Contractor staff engaged on the project. An organizational chart must be included as part of this résumé.

The Respondent must submit three (3) company references using the form from Section III, Attachment 4. The references submitted must be for engagements similar in scope or complexity to the SOW. Multiple references from one company/agency will not be accepted. The state reserves the right to contact the reference for validation purposes. The EDD will not assign points for references that cannot be validated. Respondents who submit more than three references will not glean additional points. Only the first three (3) references included in the response will be compared. No points will be achieved for a reference pertaining to any engagement that is determined not to be similar in scope or complexity to the SOW.

The Company Résumé and References will be scored in accordance with the following standards. Respondents must score a minimum of 37.5 points in this section in order to have their submission further considered.

Company Qualifications – Mandatory	Pass/Fail
Description of Organization Services, Experience, Expertise and Activities	
Three (3) Company References	
Organizational Chart with Project Manager, and Key Personnel proposed for this contract.	
Company Qualifications – Desirable	Maximum Score
Experience/Demonstrated Results of Firm for providing Economic Development services – Quality of experience in previous related accounts and ability to implement programs.	25
Capabilities of Firm – Quality of past performance for various accounts on developing state and regional economic development implementation plans including workforce and business development, monitoring and evaluation, communications, investments, and research.	25
Total	50

5. Staff Résumés and Qualifications Matrices (Max. 100 Points)- Attachment 5

The skills and background of all individuals assigned to this project are critical to meeting the specific needs of the EDD. The Respondent must complete the Staff Qualifications Matrices (Section III, Attachment 5) for each of the two mandatory roles and provide a résumé (résumés must also be provided for any additional staff roles). Points will be assigned in this category for the desirable qualifications experience of the specific two (2) roles as defined by the RFP.

The state reserves the right to selectively request references for the staff proposed to fill the mandatory roles and to contact references in order to validate any information contained in the résumés.

An acceptable résumé shall not be longer than two (2) pages and shall include:

- a. Staff member's title.
- b. Staff member's education.
- c. Applicable credentials and/or certifications.
- d. Current work history.
- e. Summary of similar work experience required in the SOW, that specifically identifies the mandatory and desired qualifications and experience for the staff person.
- f. Sufficient detail in the résumé to allow the EDD to verify the experience cited.
- g. Current and past employer's names.
- h. Start and end dates of current and prior work.
- i. A description of duties performed for the past three (3) years. Experience for mandatory requirements that have a longer than three-year experience requirement must be described as well. These need to be clearly denoted.

The Staff Résumés and Qualifications Matrices will be scored in accordance with the following standards. Respondents must score a minimum of 75 points in this section in order to have their submission further considered:

Mandatory Experience Qualifications (Pass/Fail)

Mandatory experience qualifications requirements are considered Pass/Fail requirements. Proposals that meet the mandatory experience qualifications for the proposed staff in the two (2) roles required by the RFP will be deemed satisfactory. Failure to meet any mandatory requirement will deem the Proposal nonresponsive and will disqualify the Proposal from further consideration.

Desirable Qualifications Experience (Scored)

Each desirable qualification listed in the Staff Qualifications Matrix (in Attachment 5) shall be worth 25 points. With 2 potential desirable qualifications for each of the two mandatory staff roles, a maximum of 100 points shall be available for this evaluation element. No additional points will be given for the qualifications of additional staff

beyond the two required staff roles, or for the addition of qualifications not already listed in the attachment by the EDD.

6. Cost Matrix (Max. 300 Points) – Attachment 6

Attachment 6, Cost Matrix, must be submitted in a separate, sealed envelope. The Cost Matrix will be evaluated based on cost competitiveness. The Cost Matrix will be evaluated based on cost competitiveness. The scoring will be based on the total contract cost. EDD will fund this project via a firm fixed deliverable model and the cost per deliverable provided by the Proposer in the Cost Matrix will be incorporated into the Agreement with the selected Proposer. The price per deliverable shall be inclusive of all direct costs, indirect costs, miscellaneous costs, travel, and any other cost of doing business. The fixed rates in the Cost Matrix will apply to the contract term (including any amendments) and will not be renegotiated.

The Cost Matrix maximum scores will be as follows:

a. SCORING CONTRACT COST

Cost points will be determined as follows: The lowest cost proposal receives the maximum points of 300. Higher cost proposals will be assigned points as given in the example below (please note that the dollar amounts shown are for demonstration purposes only).

Example: Lowest proposed contract total = \$750,000.00

Higher proposed contract total = \$1,000,000.00

$\$750,000.00 \div \$1,000,000.00 \times 195 = 146.25$ points for the higher proposal

7. Oral Interview (Max. 200 Points)

After calculating points for the preceding categories, the EDD shall select the top three Proposers for oral interviews (and their proposed sub-contractors, if requested), worth a maximum of two hundred (200) points. Interviews apply only to the top three finalists based on the four previous scoring categories, as selected by the evaluation committee, meeting all Section I. D. Minimum Qualifications (MQs) and Requirements. The oral interview, lasting no longer than sixty (60) minutes, will include a presentation of their Proposal allowing finalists to demonstrate their understanding of the project objectives, ability to integrate their ideas into the EDD's overall objectives, and to articulate their capability to meet or exceed the requirements of this RFP. A question-and-answer period will follow the presentation.

The following traits are considered especially important for the interview:

- Quality and completeness of a presentation outlining the planning strategies.
- Quality and completeness of answers to questions regarding the proposal.
- Quality and completeness of integration of strategies into the EDD's overall objectives.

- Quality and completeness of integration of marketing collateral into the EDD's overall objectives.

The Oral Interview will be scored in accordance with the Rating Criteria outlined below, and points will be assigned based on the criteria established in Section II. D. 1. Criteria for Scoring.

Rating Criteria:

Oral Interview demonstrates:

- Strengths in all aspects of research, planning, execution, technical assistance and evaluation necessary to develop an economic development operational plan for the State of California;
- Understanding of the Interagency Leadership and staff team objectives to develop and implement a statewide economic development operational plan to compliment the State of California's investment in the thirteen economic regions across the state under the Regional Investment Initiative;
- Ability to develop a holistic approach encompassing all required chapters within the operational plan;
- Understanding of the target audience and intent of the operational plan and its implementation;
- Ability to develop and balance an integrated approach that best meets the objectives of the plan and proposed collaboration with other stakeholders;
- Flexibility in adjusting, updating, and/or modifying deliverables based on feedback from the Interagency Leadership and staff team.

The EDD reserves the option of conducting the interview at an EDD office, via teleconference, or other designated site. If the finalist cannot meet on the designated interview date, the evaluation committee reserves the right to disqualify the Proposer as nonresponsive.

Respondents must score a minimum of 150 points in this section in order to have their submission further considered.

8. Final Score and Preference Programs:

The total of all the aforementioned scoring categories will determine the Proposer's final score. However, there are certain programs that can grant an additional score increase, equal to a certain percentage of the highest-scored responsible bidder's total score. The amount of the score increase depends on the preferences being claimed. These optional programs, listed below will earn the Proposer extra points if the Proposer is qualified for the requirement(s).

a. Small Business Certification Preference Program

Certified Small Businesses/Micro Businesses (SB/MB) and Small Businesses/Non Profit Veteran Service Agencies (SB/NVSA) may claim certification when submitting a bid on this contract. The preference is equal to five percent (5%) of the highest-scored responsible bidder's total score. When the highest-scored responsible bid is not submitted by a certified small business, the preference becomes applicable. Please note that the preference is used for computation purposes only in determining the successful bidder. It does not alter the amount of the resulting contract.

To claim this preference the bidder must provide their DGS Small Business Certification with their Proposal.

To learn more about the SB/MB and SB/NVSA Preference Programs and how your business might qualify, contact the Office of Small Business and DVBE Certification at (916) 375-4940.

b. California Certified Small Business Subcontractor Preference

A five percent (5%) score preference is also available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) the bidder commits to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code, Section 14837(d)(4).

The required list of California certified small business subcontractors must be attached to the bid response and must include the following: 1) subcontractor name; 2) address; 3) phone number; 4) a description of the work to be performed and/or products supplied; and 5) the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

Proposers claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Certification no later than 5:00 p.m. on the bid due date, and the Office of Small Business and DVBE Certification must be able to approve the application as submitted. Questions regarding certification should be directed to the Office of Small Business and DVBE Certification at (916) 375-4940.

c. DVBE Incentive/Participation

For the purpose of this RFP, the EDD has elected to waive the DVBE participation requirement and incentive.

d. Target Area Contract Preference Act (TACPA) (STD 830)

Score preference will be granted to California-based bidders in accordance with California Code, Section 4530 whenever contracts for goods or services are in excess of \$100,000 and the bidders meet certain requirements as defined in the California Administrative Code (Title 2, Section 1896 et seq.) regarding labor needed to provide the services being procured. Bidders can earn a score preference of between one percent (1%) and nine percent (9%) depending on what parts of the preference they claim. Full details can be found on the STD 830 form itself. Bidders desiring to claim this preference must submit a full executed copy of the STD 830 form located at <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf> with their Proposal.

Bidders' questions regarding this preference are to be directed to TACPA@dgs.ca.gov.

E. Proposal Evaluation Process

A review team established by the EDD will evaluate the proposals. The review team will examine each proposal for compliance with the RFP requirements and shall determine whether the bidder meets (1) the mandatory requirements listed in Section II. D. 2. Administrative Requirements and (2) Section I. D. - Minimum Qualifications and Requirements. Proposals that do not meet these criteria will be immediately rejected.

The review team, individually or as a team, will: review, evaluate, and numerically score each proposal based on proposal adequacy, thoroughness, and the degree to which it addresses the RFP requirements. If individual evaluations are conducted, the committee will meet as a whole to establish a consensus score for each evaluated element of each bidder proposal.

The evaluation criteria have been developed to determine responsiveness to the EDD's needs as described in this RFP, and to assess the skills, knowledge, talents and methods needed to develop economic development strategies and prepare the deliverables. The EDD reserves the right at any time to reject any or all proposals. All proposals that have met the mandatory proposal requirements will be rated against the evaluation and scoring criteria identified in Section II.D above.

The review team, upon scoring all proposals, shall conduct interviews with the top three Proposers, as described above in Section II. D. 7., Oral Interview. Once interviews are complete, any applicable preferences will be applied to the Proposers' scores. The highest-scored Proposer of the top three, after taking all preferences into account and subject to

satisfying all the requirements for this RFP, shall be awarded the contract. A notice of intent to award shall be posted for five (5) business days, during which protests can be submitted in accordance with Section I. L., Notice of Intent to Award/Protest Procedures. Barring any protests, the EDD shall begin processing the final contract at the conclusion of the five-day Notice of Intent to Award period.

The EDD reserves the right to reject any or all proposals or declare all proposals drafts and may waive any immaterial deviation or defect. The EDD's waiver of any immaterial deviation or defect shall in no way modify the solicitation documents or excuse the Proposer from full compliance with the solicitation specification if awarded the contract. The EDD is not required to award a contract.

III. Attachments

Attachment 1 Required Attachment Checklist

Complete the Required Attachment Checklist below by placing a check mark next to each item that you are submitting and return this checklist along with your Proposal package. **Verify that all documentation contained on this Checklist is submitted with your Proposal in the following order as failure to do so may cause your Proposal to be rejected.**

CHECK ✓	ATT #	DOCUMENT NAME/DESCRIPTION	FORM PROVIDED?
	1.	Required Attachment Checklist - RFP Administrative Requirements	Yes/No
	2.	Cover Letter	Yes/No
	3.	Narrative Scope of Work Response	Yes/No
	4.	Company References and Company Résumé	Yes/No
	5.	Staff Résumés and Staff Qualifications Matrices	Yes/No
	6.	Cost Matrix	Yes/No
	7.	Iran Contracting Act Certification	Yes/No
	8.	Payee Data Record (STD 204)	Yes/No
	9.	Workers' Compensation Certification	Yes/No
	10.	Provide proof that your company is currently registered with the California Secretary of State's Office.	Yes/No
	11.	Small Business Certification (if applicable)	Yes/No
	12.	Bidder Declaration	Yes/No
	13.	Darfur Contracting Act Certification (if applicable)	Yes/No
	14.	California Civil Rights Laws Certification	Yes/No
	15.	Certification Regarding Lobbying	Yes/No
	16.	Disclosure of Lobbying Activities	Yes/No
	17.	Debarment Certification	Yes/No

Attachment 2
Cover Letter (Pass/Fail)

The Respondent shall provide a cover letter. This letter shall be signed by an individual who is authorized to bind the responding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned response shall be rejected.

The cover letter must include the following:

- The Respondent's name, address, telephone number, email address, and fax number.
- The name, title or position, and telephone number of the individual signing the cover letter.
- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- The Respondent shall include a statement expressing the Respondent's willingness and ability to perform the work as described in this RFP and agreement to provide services and work products within the timeframes specified for each deliverable.
- A statement asserting that the Respondent meets the Minimum Qualifications (MQs) as described in Section I. D. of this document.
- An explanation of the number of years and months the company has been doing business, and of their knowledge and experience with providing the type of services outlined in the RFP.
- A statement that the Respondent agrees to the Terms and Conditions of this RFP and attests that they have read and will comply with the requirements set forth in this RFP without change or modification.

Attachment 3

Narrative Scope of Work Response (Max. 350 Points)

For each of the following project tasks or deliverables, the Respondent must provide a narrative response to the Scope of Work demonstrating capability and describing proposed strategies and quality controls to be used for all deliverables. Sufficient detail must be provided and must include examples of the Respondent's ability to meet deadlines and their managerial experience.

The response must demonstrate that the Respondent can develop and implement an economic development plan, responsive to the California Jobs First initiative.

The bidders shall include a written narrative detailing the following components:

1. Detailed Work and Implementation Plan
 - Describe how you propose to fully execute on the completion of each of the chapters as identified in the SOW: (i) research and state prioritization, (ii) regional priorities and investments, (iii) workforce, (iv) business development, (v) monitoring and evaluation, and (vi) communications.
 - Identify any critical milestones, phases, or decision points, including:
 - Each task and activity required to achieve each critical milestone, phase, or decision point.
 - Any tasks that are inter-related with one another.
 - Any task that has dependencies and identify such dependencies.
 - Approximate start and end dates for each task, milestone, and/or critical decision point.
 - Type of resource that will be needed to accomplish each task.
 - Implementation plan must take into consideration potential ongoing updates/revisions to the plan.
2. Describe the process the applicant proposes to ensure the operational plan for the State of California meets the intended objectives. This includes the proposed process to do the following:
 - Engage effectively and strategically with Jobs First Collaboratives for the development of Statewide and Regional Summaries.
 - Engage effectively and strategically with the EDD, GO-BIZ, LWDA, OPR, and the California Jobs First Council for the development of each required chapter.
 - Development of Regional Priorities and Investments, which shall serve as an investment playbook for the local, state, and federal government, as well as private investors and philanthropic partners. Describe the proposed approach for identifying and categorizing projects and existing funding sources, as well as emerging mechanisms to fund economic development projects.
 - Workforce activities will entail a comprehensive assessment of sectors, systems, and people. Describe the proposed methodology for the analyzing jobs and skills within the state prioritized sectors, identifying and developing a comprehensive approach

to support worker training and supportive services, access to training opportunities, and job placement.

3. Describe the proposed Technical Assistance approach for the Interagency Leadership Team and other relevant agencies on the implementation of the operational plan. This includes the proposed process to do the following:

- Meet regularly with the Interagency Leadership Team and relevant partners to provide them with data-driven feedback. Feedback should assess plan's progress and discuss solutions to any challenges being experienced.
- Identify and deliver capacity building activities:
 - Coordinate technical assistance on relevant topics for the Interagency Leadership Team and other relevant partners, either as necessary or as requested by the State.
- Create and support a process for ongoing innovation and quality improvement.
- Provide technical guidance in the implementation of the operational plan to ensure project practices are institutionalized and work continues beyond the grant period of performance.

Attachment 4

Company Résumé and References (Max. 50 Points)

Company Résumé

The Respondent must submit a Company résumé that identifies prior engagements similar in size and scope to the SOW. The Respondent shall include a statement expressing Company-wide resources the Respondent will make available to further enable Contractor staff engaged on the Project.

Company References

Using the Company Reference Form below, Respondent shall provide three (3) company references. All references must contain original signatures. Three (3) references may be for projects completed within the past five (5) years OR two (2) references may be for projects completed within the past five (5) years and one of the three (3) references can be for an ongoing project. If the Respondent submits fewer than two (2) references with a project end date within the past five (5) years, the Proposal may be rejected. Illegible start and end dates may be cause for rejection as well.

Submission of more than three (3) references will not glean extra points. Only the first three (3) references included in the response will be reviewed. Multiple references from one company/agency will not be accepted.

The EDD may contact customer references during the week following submission of Proposals 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 that the EDD will be validating references.

Company references may not include individuals currently working for the Respondent. All references must contain original signatures. Failure to provide all three (3) references may be cause for rejection of the Proposal.

Contractor Subcontracting

If subcontractors are to be used, the Proposal must include a description of each person or firm and the work to be done by each subcontractor. No work shall be subcontracted unless the Interagency Leadership and staff team have been notified and the request is approved. The Proposal must include a list and résumé for each of the subcontractors' key personnel listed to provide services under the Agreement if that subcontractor is identified prior to the submission of this proposal.

If using subcontractors, the EDD may exercise the option to replace one or more subcontractor(s) at any time during the contract if unsatisfied with their services.

NOTE: For additional requirements specific to subcontractor references, please see Section I. D. 2. Of the RFP.

Company Reference Form

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 Proposal based on your evaluation of their performance. Performance will include scheduling, execution, and quality of personnel, coordination, communication, and the final result.

Customer Reference Company Name: _____

Customer Reference Contact Person and Title: _____

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 Company:

Customer Satisfaction Rating:

On a scale from one (1) to ten (10) with ten being the highest rating, rate the Company's overall performance on the services provided.

How successful was Company in linking customer needs to deliverables to support your service?

1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 ____ 10 ____

How well did Company manage the project, complete expected tasks, and produce deliverables?

1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 ____ 10 ____

How well did the Company manage within the original contract timeframes?

1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 ____ 10 ____

How well did the Company manage within the original contract budget?

1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 ____ 10 ____

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 ____

Would you hire this company again? YES (10) ____ NO (0) ____

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein, and, to the best of my knowledge and belief, all information is accurate.

Signature, Customer Reference Contact Person

Date

Attachment 5

Staff Résumés and Qualification Matrices (Max. 100 Points)

Staff Résumés are required for each Contractor staff member proposed to work on the project and can be submitted in individual formats.

The Staff Qualifications Matrices will be the basis for determining whether mandatory qualifications experience requirements have been met. The Respondent must initial in the appropriate “Respondent Agrees” column to assert the staff offered have the mandatory qualifications experience. ***Any claim that an individual meets a mandatory qualification must be verifiable by that individual's résumé.***

Respondent shall insert the name of each Contractor staff member proposed to work on the project in the Staff Qualifications Matrix below. At a minimum, the following two (2) roles and experience are mandatory:

- A. Project Manager or equivalent. The project manager should be responsible for the overall project for the contractor including ensuring implementation of the activities in the SOW, overseeing day-to-day activities of the project team, and must be available to the EDD to effectively manage the contract.

A bachelor's or master's degree in one of the following social science fields is required: anthropology, political science, public policy, sociology, psychology, history, geography, international relations, social work, communication, ethnic studies, linguistics, economics, urban planning, or statistics. The proposed project manager must demonstrate three years (3) of experience managing and coordinating projects, with the ability to manage multiple projects simultaneously, set priorities, utilize resources, identify, and address problems, and meet deadlines. Proposed project manager must be able to work with designated EDD staff and Interagency Leadership team and must possess strong interpersonal skills with an emphasis on inclusive collaborative and participatory processes, along with experience working with diverse stakeholders.

- B. Principal Investigator or equivalent. The Principal Investigator or equivalent should be responsible for providing expertise in labor, workforce, and economic development, serving as the lead in the development of the SOW deliverables.

A bachelor's or master's degree in one of the following social science fields is required: anthropology, political science, public policy, sociology, psychology, history, geography, international relations, social work, communication, ethnic studies, linguistics, economics, urban planning, or statistics. A minimum of five (5) years of related experience managing complex multidisciplinary research. Proposed staff person must demonstrate ability to serve as a subject matter expert with knowledge of economic development issues and strategies with a focus on California, provide technical assistance, and have the ability to analyze and incorporate multiple resources to the final deliverables. Proposed Principal Investigator must be able to work with an interdisciplinary team, designated EDD staff, Interagency Leadership team and must possess strong interpersonal skills with an emphasis on inclusive collaborative and participatory processes.

Proposals submitted without the two required staff roles shall be rejected.

It is understood that the two roles are not an exhaustive list of staff for each Activity area defined in this RFP to meet the SOW. Bidders may propose additional Professional/Specialist roles as part of their project team. Professional roles are any roles performing investment management, workforce development, business development communications, marketing, program evaluation, or research duties not under the Project Manager or Principal Investigator roles. Please note it is also understood that an “Administrative” role will potentially be needed to be used in performance of the contract. The narrative needs to address the specific requirements of each role.

In matrix below, the two (2) columns entitled “Respondent Agrees” are for the Respondent to indicate the required staff being proposed meets the qualifications requirements, by initialing in the respective box and indicating résumé page numbers where the claimed experience can be verified. Any cell that is not initialed shall be interpreted by the state to mean that mandatory or desirable experience qualification is unmet. Please note that actual initials must be used. Check marks, “X” marks and other similar marks will not be accepted.

Any proposal submitted without the Respondent’s initials in the “Respondent Agrees” column for any mandatory qualifications shall be rejected. Any alteration to the qualifications as written in the matrices may be cause for rejection as well. The state will validate the specified mandatory and desirable requirements with the corresponding staff résumé.

Desired qualifications, in total, will be assigned up to a maximum of 100 points as described in Section II, D.5.

Staff Qualifications Matrix

Staff Name:		Role: Project Manager or Equivalent		
Mandatory Qualification		Contractor Agrees (Initial here and reference the staff résumé page number)	Desirable Qualification	Contractor Agrees (Initial here and reference the staff résumé page number)
M1	A bachelor’s or master’s degree in one of the following social science fields: anthropology, political science, public policy, sociology, psychology, history, geography, international relations, social work, communication, ethnic studies,		D1 Demonstrated three (3) years of experience with developing and designing economic development strategies.	

	linguistics, economics, urban planning, or statistics.				
M2	Demonstrated three (3) years of experience managing and coordinating projects.		D2	Demonstrated three (3) years of experience with statewide engagement and facilitation of meetings with various stakeholder groups.	
M3	Demonstrated ability to manage multiple projects simultaneously, set priorities, utilize resources, identify and address problems, and meet deadlines.				
M4	Strong interpersonal skills with an emphasis on inclusive collaborative and participatory processes, along with experience working with diverse stakeholders.				

Staff Name:		Role: Principal Investigator or Equivalent		
Mandatory Qualification		Contractor Agrees (Initial here and reference the staff résumé page number)	Desirable Qualification	Contractor Agrees (Initial here and reference the staff résumé page number)
M1	A bachelor's or master's degree in one of the following social science fields: anthropology, political science, public policy, sociology, psychology, history, geography, international relations, social work, communication, ethnic studies, linguistics, economics, urban planning, or statistics.		D1	Demonstrated three (3) years of experience in sectors such as labor, workforce development, and other related fields.

M2	A minimum of five (5) years of leading/co-leading complex multidisciplinary research.		D2	Demonstrated three (3) years of experience with developing and designing economic development strategies.	
M3	Demonstrated three (3) years of experience in economic development issues and strategies.				
M4	Demonstrated ability to provide technical assistance.				

Additional Contractor Roles:

All other staff included in the RFP response shall be listed here. A résumé must also be provided for each additional staff person. Proposals that do not include résumés for all staff, including both mandatory and additional roles, will be rejected. Résumés shall follow the requirements from the lettered list in Section II. D. 5. No additional points will be awarded for the specific content of their résumés. Repeat this table for any additional staff that should be listed. In each instance, the Bidder must specify whether an additional role is “Professional” (any roles performing professional duties not under the Project Manager or the Principal Investigator roles) or “Administrative” (functions such as clerical, budgets, etc.) in nature.

Staff Name:	Role:
Qualifications	

Attachment 6 **Cost Matrix (Max. 300 Points)**

Complete the following table with the fixed-price amount of each of the deliverables described in the Section IV Exhibit A - Scope of Work, I. Deliverables. Costs are evaluated and scored based on the criteria and process described in Section II, D.6. Cost Matrix. There is a maximum amount of 195 points available for the Cost Matrix.

The EDD expects the Proposer to put forth its best efforts to obtain the best possible price for all project costs. The Cost Matrix becomes a part of the resulting Agreement. Deliverables are paid at the fixed price specified in the matrix. The EDD's acceptance of the deliverable is required before invoicing and payment of deliverables. The EDD may not be invoiced for any costs exceeding the maximum amount identified for each specific deliverable listed in Attachment 6, Cost Matrix. Any excess shall be at no cost to the EDD.

NOTE: Progress payments are allowed for work performed under this contract. Ten percent of each invoiced amount (for all invoices submitted in performance of this contract) shall be withheld pending final satisfactory completion of the contract.

Deliverables	Proposed Deliverable Lead (Individual Staff Person)	Is the lead a proposed subcontractor staff person?	Estimated or Maximum % of dedicated time per deliverable	Deliverable Subtotal
#1 - Detailed Work and Implementation Plan				\$0.00 (Zero-Dollar Deliverable)
#2 - Operational Plan – Five (5) Chapter Specific Outlines (Broken out below)				
#2a - Chapter 1: Research & State Prioritization			2%	\$
#2b - Chapter 2: Regional Priorities & Investments			2%	\$
#2c - Chapter 3: Workforce			2%	\$
#2d - Chapter 4: Business Development			2%	\$
#2e - Chapter 5: Monitoring and Evaluation			2%	\$

#3 - Presentation(s) (Broken out below)				
#3a - Chapter 1: Research & State Prioritization			1%	\$
#3b - Chapter 2: Regional Priorities & Investments			1%	\$
#3c - Chapter 3: Workforce			1%	\$
#3d - Chapter 4: Business Development			1%	\$
#3e - Chapter 5: Monitoring and Evaluation			1%	\$
#4 - Final Chapters (Broken out below)				
#4a - Chapter 1: Research & State Prioritization			7%	\$
#4b - Chapter 2: Regional Priorities & Investments			7%	\$
#4c - Chapter 3: Workforce			7%	\$
#4d - Chapter 4: Business Development			7%	\$
#4e - Chapter 5: Monitoring and Evaluation			7%	\$
#5 – Communications*			15%	\$
#6 - Technical Assistance**			35%	\$
Total Cost (Sum of Deliverables 1-6)			\$	
*NOTE: The costs for Deliverable 5 will be divided evenly across 22 months beginning June 1, 2024. Each month's costs can be invoiced upon the EDD's acceptance of that month's Monthly Report, in accordance with SOW Section C. Deliverables.				
**NOTE: The costs for Deliverable 6 will be divided evenly across 13 months beginning May 1, 2025. Each month's costs can be invoiced upon the EDD's acceptance of that month's Monthly Report, in accordance with SOW Section C. Deliverables.				

Attachment 7
Iran Contracting Act

Please refer to the following link for the mandatory Iran Contracting Act form:

http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf

Attachment 8
Payee Data Record (STD 204)

The Contractor shall provide a completed Payee Data Record (STD 204). NOTE: Section 6 of the form is optional to complete. This form can be downloaded from the Department of General Services website: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

Attachment 9
Workers' 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 Agreement.

Signature

Date

Name and Title (Print or Type)

Street Address

Firm Name

City, State, Zip

Attachment 10
Proof of Registration – California Secretary of State

Corporations, Limited Liability Companies (LLCs) and Limited Partnerships (LPs) must be registered with the California Secretary of State (SOS) to be awarded a contract. The Respondent's current, valid Secretary of State documentation must be included with the Proposal. The Secretary of State may be contacted at:

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(s) may also be obtained through the following website:

<https://businesssearch.sos.ca.gov/>

Attachment 11
Small Business (SB) Certification (if applicable)

If your company is a certified California Small Business, you must include a copy of your Department of General Services certification with your proposal.

Attachment 12
Bidder Declaration

The mandatory Bidder Declaration form must be fully completed, including all required information for each proposed subcontractor. Please refer to the following link for the form:

<http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf>

Attachment 13
Darfur Contracting Act Certification

Please refer to the following link for the mandatory Darfur Contracting Act form:

https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf

Attachment 14
California Civil Rights Laws Certification

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts 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 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.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
-------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of	Executed in the State of
---------------------------	--------------------------

Date Executed

Attachment 15
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 16
Disclosure of Lobbying Activities

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	2. Status of Federal Action	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
Congressional District, if known:		Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description:
CFDA Number, if applicable:		
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		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)		
11. Amount of Payment (check all that apply): \$ actual planned	13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify:	
12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature _____ value _____		
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)		
15. Continuation Sheet (s) SF-LLL-A attached:		Yes No
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.		
Signature: _____		
Print Name: _____		
Title: _____		
Telephone No.: _____ Date: _____		

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 17
Debarment Certification

STATE OF CALIFORNIA
FEDERAL DEBARMENT CERTIFICATION FORM
DGS PD 2 (Rev. 12/19)

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions**

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

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

1. The prospective recipient of Federal assistance funds certifies, by submission of this IFB/RFP Response, 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 IFB/RFP Response.

Name and Title of Authorized Representative	
Signature	Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this IFB Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a 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 which this RFP Response 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," "RFP Response," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this RFP Response is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this RFP Response 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 RFP Response 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 transactions 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 Non-Procurement 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.

IV. CONTRACT EXHIBITS

EXHIBIT A SCOPE OF WORK

A. Overview

Since his election in 2018, Governor Newsom has prioritized investments into economic development initiatives across California. The Governor's signature investment into economic development is the California Jobs First initiative, supported by a \$600M investment into the Regional Investment Initiative, to support regional inclusive economic planning, catalytic funding for project pre-development, and investment funding in ready-to-go projects. At its core, this initiative is centered around climate, equity, and jobs.

The Governor's Office of Business & Economic Development (GO-Biz), Labor & Workforce Development Agency (LWDA), and Governor's Office of Planning & Research (OPR), together known as the Interagency Leadership Team, lead the California Jobs First initiative. For the planning phase, a total of \$65M was invested into 13 regionally based planning efforts to ensure every community in California has a strategic plan for building a California for all.

The Interagency Leadership and staff team have identified the need to develop an operational plan for the State of California. This plan will be informed by the 13 regionally developed strategies funded by California Jobs First. The plan will include chapters on: (i) research and state prioritization, (ii) regional priorities and investments, (iii) workforce, (iv) business development, (v) monitoring and evaluation, and (vi) communications.

The following outlines the required components of this plan as identified by the State Interagency Leadership Team. In addition to the development of the plan, the Contractor will provide technical assistance to the Interagency Leadership Team and other relevant agencies on the implementation of the plan.

Chapter 1: Research & State Prioritization

As part of the investments being made into each of the 13 regions across California to support regionally based planning efforts, regions are required to conduct and compile a variety of research to better inform their strategy development. This research is intended to support the regionally based planning efforts in identifying priority industries and projects that will support the development of the regional economy. This chapter should include:

- Statewide & Regional Summaries (economy and economic development, climate and environmental impact, public health analysis);
- Statewide & Regional Labor Market Analysis;
- Statewide & Regional Industry Cluster Analysis;
- Statewide & Regional SWOT Analysis;

- Case studies of regions that have seen significant economic growth with outlines of the economic levers pulled by both the state and local governments;
- Priority sectors as identified by each region including analysis of each sector projecting growth in investment and job creation; and
- Identification of the sectors to be prioritized by the State of California.

The statewide labor market and industry cluster analysis identified in this chapter will be conducted by the Labor Market Information Division (LMID) within the Employment Development Department (EDD).

Chapter 2: Regional Priorities & Investments

This chapter will outline the priorities and projects that each of the Jobs First Collaboratives have identified through the regionally based planning efforts. It is intended to serve as an investment playbook for the local, state, and federal governments, as well as private investors and philanthropic partners. This chapter will outline the following:

- Identify and categorize the regionally identified projects by activity type, funding need, alignment with climate action, and project readiness (exploratory, last mile, and ready-to-go);
- Existing state and federal programs that may be able to fund these projects, and potentially necessary adjustments;
- Existing private and public financing tools available to support the projects;
- Novel and emerging mechanisms being developed around the world to fund economic development projects;
- Process improvements for the State to better execute on project investments; and
- Investment and project criteria for ensuring equity in process and project outcomes.

Chapter 3: Workforce

This chapter will serve as a guide for the ways in which state agencies and engaged education partners will invest in workforce activities that are intended to support the implementation of the regionally developed strategies, and to ensure all Californians have access to quality job opportunities, the social safety net, and worker protections. Led by LWDA and the CA Community College Chancellors Office, in partnership with the California Cradle-to-Career Data System, this strategy will focus on sectors, systems, and people and will include the following:

- Analysis of jobs and skills within each of the state prioritized sectors;
- Mapping of the system that supports worker training and supportive services, and any necessary recommendations for that system to better serve workers;
- Mapping of existing funding within the state and federal governments and identification of necessary changes to promote better alignment;

- Identification of how priority populations can best be supported to access these training and job opportunities; and
- A comprehensive approach to job placement.

Chapter 4: Business Development

This chapter will serve as a business attraction, retention, and expansion plan for the State of California, to be managed by GO-Biz and supported by other relevant agencies. The chapter will pay particular focus on small businesses, exporting, and foreign direct investment. This chapter will outline the following:

- Regionally identified priority industry clusters and any potentially relevant sub-industry clusters;
- Existing state and federal incentive programs that will support the development of the above-mentioned industries, and potentially necessary adjustments to those programs;
- Equity analysis of the various incentive programs; and
- A business outreach strategy for GO-Biz and other relevant state agencies to utilize.

Chapter 5: Monitoring and Evaluation

The Interagency Leadership and staff teams are currently working alongside an independent evaluation team to lead the evaluation efforts of the California Jobs First program. This investment can be leveraged to lay a foundation for how California monitors and reports on progress made to accomplish objectives defined across the operational plan chapters. Led by LWDA and OPR, this chapter would include the following:

- Outline and assessment of current economic indicators used in California;
- Defining measures of the objectives/goals identified in the Workforce and Business Development chapters, including outreach to and engagement of other relevant agencies;
- Developing a dashboard to share the state's current progress to meeting objectives/goals; and
- Recommendations for future monitoring of California's economy and of the value of future investments.

In addition, this chapter will include an in-depth analysis and case studies on the strategies deployed by the Jobs First Collaboratives and regional convenors used to execute community engagement efforts, as well as recommendations to improve future state efforts.

Chapter 6: Communications

The Interagency Leadership and staff teams are currently working alongside a marketing and communications firm to develop the California Jobs First brand. The operational plan will also include funding to ensure the development and implementation of a communications strategy. Led by the interagency communication team, this would include the following:

- Developing a communications strategy for the new California Jobs First brand
- Building/enhancing the ‘Vision Brand’ digital ecosystem: Vision Brand website, including information on California Jobs First regions, projects and other ‘climate and jobs programs’. Ensure there is alignment/linkages between the 13 California Jobs First regional websites.
- Social media campaigns celebrating key wins (Vision Brand funded projects, project groundbreaking), data/how we’re moving the needle towards climate/equity economy, etc. As part of this workstream, we may explore the potential for a standalone Vision Brand social media channel but would need to determine who from the state’s side would manage/keep up to date. Key here is having a content calendar and highly compelling/graphically appealing graphic design.
- Partnership on earned media strategy/reporter education on Vision Brand work and what the state is investing and delivering in this space.
- Video and photography contracts for content generation.
- Email marketing and stakeholder engagement (templates, content) – need for ongoing support.

Chapter 7: Technical Assistance

As California does not have one single agency lead for this body of work, continued and consistent coordination will be critical to the success of this plan. Upon the completion of the Operational Plan, and acceptance by the Interagency Leadership Team, the consultant(s) will be responsible for providing technical assistance to the involved state agency teams on the effective implementation of the plan. The technical assistance may include:

- Providing support to agency staff in implementing specific recommendations from the Operational Plan.
- Assisting in communicating about specific recommendations from the Operational Plan to the Jobs First Collaboratives.
- Developing program ideas for future budget proposals

- Developing and presenting monthly briefings on the status of the plan's implementation for the Interagency Leadership Team and senior staff.

B. Period of Performance

This Contract begins on the date indicated on the Standard Agreement (STD 213) cover sheet or upon final approval, whichever is later. The term of the Contract shall be through May 31, 2026.

The Contractor shall not deliver or commence performance of services under this Agreement until it has received written direction to do so from the EDD. Any services provided prior to direction from the EDD shall be considered voluntary on the part of the Contractor.

The Contractor will be reviewed during the contract term to evaluate success in meeting performance goals. The EDD reserves the right to terminate contracts that are not meeting performance goals.

C. Deliverables

The high-level deliverables are listed in the chart below. The EDD's approval of all concepts, ideas, plans and activities is required before release or implementation.

No.	DELIVERABLE	DUE DATE
1	Detailed Work and Implementation Plan (Submitted with proposal) <ul style="list-style-type: none">• Describe how you propose to fully execute on the completion of each of the chapters as identified above.• Identify any critical milestones, phases, or decision points, including:<ul style="list-style-type: none">○ Each task and activity required to achieve each critical milestone, phase, or decision point.○ Any tasks that are inter-related with one another.○ Any task that has dependencies and identify such dependencies.○ Approximate start and end dates for each task, milestone, and/or critical decision point.○ Type of resource that will be needed to accomplish each task.• Includes ongoing updates/revisions to the plan with EDD approval.	-Update plan monthly (20 th) as warranted
2	Chapter Specific Outlines <ul style="list-style-type: none">• Develop an outline for each of the above-mentioned chapters including a timeline for completion.	-Begin within four weeks of the Contract start date, until the Contract end date.

3.	<p>Presentation(s)</p> <ul style="list-style-type: none"> Upon the completion of each chapter specific outline, the EDD requires the vendor to produce a presentation of the chapter outline to discuss any relevant findings and recommendations to strengthen the overall outcome of the chapter. 	Due by August 9, 2024.
4.	<p>Final Approved Chapters</p> <ul style="list-style-type: none"> Upon the approval of the chapter outline, the EDD requires the vendor to begin drafting the chapter, and all chapters must be completed by November 13, 2024. As necessary, the vendor will complete revisions to the chapters based on the guidance and feedback from the state. 	Due by November 13, 2024.
5.	<p>Communications</p> <ul style="list-style-type: none"> Develop a communications plan based on the California Jobs First Brand developed by The Honey Agency in partnership with the Interagency Leadership Team. The vendor will execute on the plan as approved by the Interagency Leadership Team. 	<p>-Communications plan due 60 days after the Contract start date.</p> <p>-Monthly reports outlining the work that was implemented.</p>
6.	<p>Technical Assistance</p> <ul style="list-style-type: none"> Develop a workplan for how technical assistance will be provided. The vendor will provide technical assistance and guidance to the Interagency Leadership team and staff with the purpose of strengthening the implementation of the operational plan. 	<p>-Workplan due by December 13, 2024.</p> <p>-Monthly reports due on the technical assistance provided from January 13, 2025, through the end of period of performance.</p>

D. Contractor Responsibilities

The Contractor shall:

1. Designate a person to whom all project communications may be addressed.
2. Attend meetings with EDD personnel to discuss project status.
3. Attend meetings with the Interagency team and relevant partners to discuss the project status.
4. Provide, at minimum, monthly updates on the detailed work and implementation plan.

5. Produce messaging and collateral that adheres to EDD graphic and writing standards, is culturally relevant, and reflects California's diversity.
6. Comply with all applicable EDD policies and procedures.
7. Provide all electronic documents to the EDD in a format compatible with the EDD's standard applications (e.g., Adobe, Microsoft Office). The EDD's current standard applications include Microsoft (MS) Windows 2013, MS Office Professional (includes Outlook) 2003, Visio 2000 and MS Project 2010.
8. Verify that its applications are compatible prior to delivery of any electronic documents to the EDD. The EDD shall approve in writing any other format to be used by the Contractor.
9. EDD approval of the chapter outline is required before the drafting of the full chapter.

E. State Responsibilities

The EDD is the Project Sponsor and is responsible for the program and policy. The following are areas of responsibility for the EDD staff:

1. Responsible for oversight of development and implementation activities, ensuring compliance with federal and state regulations, budgetary approvals, contract management, and procurement.
2. Provide access to applicable information, including, but not limited to the policies and procedures and information on economic development programs.
3. As necessary, provide workspace including desks, chairs, telephones, personal computers, printer access, and Internet connections.
4. Review all Contractor work submitted to the EDD Project Manager for completeness, accuracy, and adherence to standards.
5. Make the EDD personnel available for assistance as required by the Contractor.

F. Contractor Staff Requirements

1. The Contractor reserves the sole right to determine the assignment of its employees. The Contractor agrees to notify the EDD in writing of all intended changes in personnel assigned to this Contract as soon as is practicable. The changes cannot be finalized without EDD approval.
2. The Contractor agrees that if the EDD determines that Contractor personnel are failing to adequately perform services, the Contractor shall provide substitute personnel that meet all minimum qualifications as stated in this Contract.

3. 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 all minimum qualifications as stated in this Contract.

G. Work Location/Hours

The Consultant(s) shall provide services, as described in this Statement of Work (SOW), during business hours. Core business hours are Monday through Friday, 8 a.m. to 5 p.m. Pacific Time (PT). The Consultant(s) may be required to provide support beyond the normal core business hours of Monday through Friday, as needed, if specifically requested by the EDD.

Services must be performed within the United States of America. Offshoring of work performed under this contract is prohibited.

H. Work Acceptance

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

1. The EDD shall notify the Contractor in writing, within ten (10) 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.
2. If the deliverable is not approved, the Contractor will be notified in writing within ten (10) business days and must take appropriate measures to correct or remedy the reason(s) for rejection within five (5) business days of notification.
3. The Contractor shall, within five (5) business days after initial problem notification, respond to the EDD by submitting a detailed explanation describing precisely how the identified services and/or products 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. Failure by the Contractor to respond to the EDD's initial problem notification within the required time limits may result in immediate contract termination. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.
4. The EDD shall, within five (5) 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 EDD rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Contractor to

respond to the EDD 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 EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.

5. The EDD shall, within five (5) 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 may result in immediate contract termination. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.

I. Contractor Evaluation

Within 60 (sixty) days after the completion of the Agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under the Agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to the Contractor within 15 (fifteen) working days of the completion of the evaluation (PCC 10369).

J. Health and Safety Requirements

The Contractor when entering the EDD facility and/or property is 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 the 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.

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

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

L. Use of Subcontractors

The Contractor may, with the approval of the EDD Workforce Services Branch and the EDD Business Operations Planning and Support Division, enter into additional 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 for any breach in performance of the Contractor's duties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

In consideration of services performed, the EDD agrees to pay the Contractor for services satisfactorily performed in accordance with the rates specified in Attachment B-1, Cost Table, which is attached hereto and made a part of this Agreement. Deliverables are paid at the fixed price specified in the matrix. The EDD's acceptance of the deliverable is required before invoicing and payment of deliverables.

Invoices shall not be submitted more frequently than monthly. Invoices shall include the Agreement Number M101328-7100 and shall be submitted in triplicate in arrears to:

Employment Development Department
Workforce Services Branch
722 Capitol Mall, MIC 50
Sacramento, CA 95814
Attn: Special Initiatives Support Unit 1

The invoice must reference the following:

- The EDD Contract Number
- Identifies in detail the goods acquired, quantities, unit price, extension, description, etc.
- Identifies services provided, service period, unit price (per deliverable), and quantity applicable to the service
- Accurate billing address as stated on the purchase order or contract
- Supplier invoice date
- Company name and remittance address

Invoices must include a certification statement signed by a company official, attesting to the accuracy of the invoice data.

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

The contractor may not invoice EDD for any costs exceeding the maximum amount identified for each specific deliverable listed in Attachment B-1, Cost Table. Any excess shall be at no cost to the EDD.

B. PAYMENT WITHHOLD

Progress payments are allowed for work performed under this contract. Ten percent of each invoiced amount (for all invoices submitted in performance of this contract) shall be withheld pending final satisfactory completion of the contract.

C. BUDGET CONTINGENCY CLAUSE

It is mutually understood between the parties that this Agreement 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 Agreement were executed after that determination was made.

This Agreement 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 Agreement for the purposes of this program. In addition, this Agreement 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 Agreement 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.

D. AVAILABILITY OF FUNDS

If the term of this Agreement covers more than the current fiscal year, continuation of the Agreement 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 EDD under this Agreement and relieve the EDD of any further obligation. The EDD has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

E. CALIFORNIA PROMPT PAYMENT CLAUSE

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

ATTACHMENT B-1
COST TABLE

The Cost Matrix (RFP Attachment 6) will be incorporated as Attachment B-1 of the resultant Contract.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

Department of General Services, General Terms and Conditions will be incorporated by reference and made part of the contract.

General Terms and Conditions available for viewing at <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf>

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. LOBBYING RESTRICTIONS

The Contractor must certify lobbying activities and disclose lobbying activities by completing Attachment 15, Certification Regarding Lobbying, and Attachment 16, Disclosure of Lobbying Activities, and submit them with the Contract. 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.

2. 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). The Contractor must complete Attachment 17, Debarment Certification, and submit it with the Contract.

3. 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. 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.
- I. All consultants providing work under this agreement shall include a completed Statement of Economic Interests, Form 700 (<http://www.fppc.ca.gov/Form700.html>) at the 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. Each new and/or substitute consultant shall file a Form 700 prior to performing any work on the contract.

4. PUBLIC CONTRACT CODE

The Contractor is advised that it 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

5. DISPUTES

Any dispute concerning a question of fact arising under the term of this Agreement 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.

6. CONTRACTOR STAFF CHANGES

The Contractor reserves the sole right to determine the assignment of its employees. The Contractor agrees to notify EDD in writing of all changes in personnel assigned to this Contract in accordance with Exhibit A, SOW, Section F.

The Contractor agrees that if EDD 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.

EDD reserves the right to direct the Contractor to remove Contractor personnel from this contract for good cause, including but not limited to a breach of security, unacceptable conduct, or failure to follow EDD policies. If EDD directs the Contractor to remove Contractor personnel from this contract for good cause, the Contractor agrees to promptly remove such personnel and promptly provide substitute personnel that meet all minimum qualifications as stated in this Contract.

7. ADVANCE WORK

Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

8. FORCE MAJEURE

Neither party shall be liable to the other for any delay in, or failure of performance, nor shall any such delay in, or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war (e.g., riots and strikes) and acts of God (e.g., such as earthquakes, floods, and other natural disasters) such that performance is impossible

9. TERMINATION

This Agreement may be terminated by the EDD by giving written notice 30 days prior to the effective date of such termination.

10. INSURANCE REQUIREMENTS

Contractor agrees the insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time during the term of this Agreement, 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 Agreement, 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, 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 Agreement 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:

General Liability Insurance - Contractor shall furnish to EDD a certificate of insurance prior to commencement of work stating there is 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 for EDD under this contract.

11. WORKERS' COMPENSATION INSSURANCE

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.

12. 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 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.

13. EXECUTIVE ORDER N-6-22- RUSSIAN SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals.

“Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions.

Accordingly, should the State determine the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this Agreement. The State shall provide the Contractor advance written notice of such termination, allowing the Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT E
PROTECTION OF CONFIDENTIALITY

Federal and state confidentiality laws, regulations, and administrative policies classify all the Employment Development Department (EDD) information provided under this Agreement 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 EDD Data Recipient must therefore, agree to the following security and confidentiality requirements:

I. ADMINISTRATIVE SAFEGUARDS

- a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of section §603.10, Title 20 of the Code of Federal Regulations.
- b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement 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 Agreement without liability, in addition to other remedies provided by law.
- c. Warrant and certify that in the performance of this Agreement, the EDD Data Recipient will comply with all applicable statutes, rules and/or regulations, and Agreement 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. Agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations by the EDD Data Recipient, and Agreement information security requirements that meet section 5305.8 of the State Administrative Manual.
- 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 Agreement 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 Agreement.
- 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 Agreement. "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 Agreement.

- g. Immediately upon discovery, notify the EDD Cybersecurity Division at InformationSecurityOffice@edd.ca.gov, that there may have been a breach in security which has or may have resulted in the disclosure of confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach.
The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identify the EDD Data Recipient personnel responsible (name, title and contact information) for handling breach disclosures. **Please do not include any confidential information in the notification.**
- h. The EDD shall maintain the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation. The EDD Data Recipient shall cooperate fully in such investigations.

II. MANAGEMENT SAFEGUARDS

- a. Acknowledge that the confidential information obtained by the EDD Data Recipient under this Agreement remains the property of the EDD.
- b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:
 - Confidential nature of the EDD information.
 - Requirements of this Agreement.
 - Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.
- c. Require that all personnel assigned to work with the information provided by the EDD complete the EDD Vendor/Contractor Confidentiality Statement (Attachment E-1).
- d. Permit the EDD to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the EDD Vendor/Contractor Confidentiality Statement (Attachment E-1) completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Agreement.
- e. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (e) 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 §1137(a)(5)(B) of the Social Security Act.

III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

- a. Use the EDD's confidential information only for purposes specifically authorized under this Agreement. The information is not admissible as evidence in any action or special proceeding except as provided under section 1094(b) of the UIC. Section §1095(u) of the UIC 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 Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Agreement.
- c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Agreement 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 Agreement except as authorized or required by law. The EDD Data Recipient shall immediately notify and work cooperatively with the EDD to respond timely and correctly to public records act requests that it receives related to information obtained under this Agreement. Access to public records is governed by the California Public Records Act, Government Code §7920-7931.

IV. 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 Agreement. 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 Agreement.
- 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 EDD Data Recipient 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. Store the EDD's confidential information in encrypted format when recorded on removable electronic storage media, or on mobile computing devices such as a laptop computer.
- f. 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.
- g. 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.
- h. Dispose of confidential information obtained from the EDD, and any copies thereof made by the EDD Data Recipient, 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.



EDD Agreement No. M101328-7100
EDD/TBD
Page 1 of 2

ATTACHMENT E-1
(*Standard Agreement*)

VENDOR/CONTRACTOR CONFIDENTIALITY STATEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to you 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.

I, _____ an employee of _____ PRINT YOUR EMPLOYER'S NAME

PRINT YOUR 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 including, but not limited to, Unemployment Insurance Code (UIC) §§ 1094, 2111 and 2714; California Civil Code (CC) § 1798 et seq.; California Penal Code (PC) § 502; 5 United States Code (U.S.C.) § 552a; 18 U.S.C. § 1905; and 20 Code of Federal Regulations (C.F.R.) § 603 et seq.

- I acknowledge that the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and that of the EDD.
- I 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, Federal Tax Information) to the Contract's Data Security Monitor.
- I acknowledge privacy, confidentiality, and data security laws apply to the EDD information I have been granted access to by my employer, including, but not limited to, UIC §§ 1094, 2111, and 2714; Government Code § 15619; CC § 1798.53; and PC § 502.
- I acknowledge that wrongful access, inspection, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in civil action taken against me, and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.
- I acknowledge that wrongful access, inspection, use, modification, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.
- I acknowledge that wrongful access, inspection, use, modification, or disclosure of confidential information is grounds for immediate termination of my employer's Contract with the EDD.
- I acknowledge that I understand the penalty provisions of Internal Revenue Code (26 U.S.C. §§ 7431, 7213, and 7213A).
- I acknowledge that upon discovering a possible improper inspection or disclosure of Federal Tax Information (FTI), including breaches and security incidents, I must follow the proper incident reporting requirements issued by the EDD. If I think there is a mishandling of information I will contact my EDD contract monitor and contact the EDD Information Security Office to ensure the Office of Safeguards and the Treasury Inspector General for Tax Administration are notified of a possible issue involving FTI.
- I hereby agree to protect the EDD's information on either paper or electronic form in the following ways:
 - Access, inspect, use, disclose, modify, remove or destroy information only for the purpose of performing official duties
 - Never access, inspect, use, disclose, modify, remove, or destroy information for curiosity, personal gain, or any non-EDD and/or my organization's business related reason
 - Never post the EDD and/or other agency/entity confidential and proprietary information to social media, networking or other public websites
 - Secure confidential information in approved locations and destroy confidential information by approved methods
 - Never use personal devices, including but not limited to, laptops, cameras, video recorders, portable electronic devices containing cameras such as, iPads, tablets and mobile smartphones, in the workplace to capture or record confidential information, including that which appears in the background in work areas
 - Only use authorized state business devices to capture or record confidential information when there is a business need and meets the EDD's guidelines
 - Never remove personal, sensitive, or confidential information from my work site without authorization
 - Follow encryption requirements for all personal, sensitive, or confidential information in any portable device or media

CERTIFICATION

I expressly consent to the monitoring of my access to computer-based sensitive, personal, or confidential information by the Franchise Tax Board, the Employment Development Department, the California Department of Tax and Fee Administration, the Department of Motor Vehicles, the Board of Equalization, and any other State agency designated by them.

My signature verifies that I read and agree to comply with the state and federal laws listed on this form. I further understand that failure to comply with these laws may result in my being barred from accessing the EDD information or other information provided by the EDD and could result in criminal prosecution.

CONTRACTOR NAME (PRINT)	EMPLOYER (PRINT COMPANY NAME)
CONTRACTOR SIGNATURE	DATE



EDD Agreement No. M101328-7100
EDD/TBD
Page 2 of 2

ATTACHMENT E-1
(Standard Agreement)

Vendor/Contractor Confidentiality Statement
Completion Instructions

The Vendor/Contractor Confidentiality Statement informs all EDD vendors and contractors of their information security responsibilities.

NOTE: Failure to sign the Vendor/Contractor Confidentiality Statement does not exempt the vendor/contractor or non-EDD staff from their responsibility to ensure that the EDD's confidential information assets are protected.

Additional information is available upon request. Please see:

- "Vendor/Contractor Fact Sheet"



EMPLOYMENT DEVELOPMENT DEPARTMENT
INDEMNITY AGREEMENT
(*Standard Agreement*)

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

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

In addition, the EDD Data Recipient understands that the following penalties may be incurred for any such misuse of the EDD Information by the EDD Data Recipient to the extent authorized by law:

1. Any individual who has access to returns, reports, or documents maintained by the EDD who does not maintain the confidentiality of the information or publishes or opens the information to public inspection in any manner may be punished by imprisonment in the county jail for up to one year or a fine of \$20,000.00 or both. (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).

INFORMATION SECURITY STATEMENT OF RESPONSIBILITY

By EDD Data Recipient's signature on the STD 213, EDD Data Recipient attests that it has in place the safeguards and security requirements stated in this Agreement that meet the requirements of sections 13400 - 13407 of the California Government Code and sections 603.9 and 603.10 of Title 20 of the Code of Federal Regulations. The EDD Data Recipient therefore accepts responsibility for ensuring compliance with these requirements, as set forth in Exhibit "E" of the EDD Agreement No. M101328-7100.

EXHIBIT F
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.